JACKSON
Founded 1829

AGENDA- CITY COUNCIL MEETING

Tuesday, February 21, 2023
6:30 PM

Page

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.
Invocation will be given by 1st Ward Councilmember Arlene Robinson.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

5.1 City Clerk - Polling locations

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.
(3-Minute Limit)

8. PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES.
(Accept and Place on File)

8.1 2022 City of Jackson Annual Report 6 - 25
2022 ANNUAL REPORT.pdf

8.2 CDBG, Home, & CV Financial Summaries for January 2023 26 - 31
January 2023 - CDBG, Home, & CV Financial Summaries.pdf

9. CONSENT CALENDAR

Consent Action

9.1 Minutes of the Regular Meeting of February 7, 2023 — 32 - 211

CITY COUNCIL - Feb 07 2023 - Minutes - Pdf

9.2 Special Event Application for the 2023 Gus Macker 3-on-3 Basketball Tournament — 212 - 222

SEA -- Gus Macker BBall.pdf

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

9.3 Special Event Application: JDRF One Walk — 223 - 232

SEA--JDRF One Walk 2023.pdf

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

9.4 Engineering Request for Public Hearing for a Presentation for a Lansing Avenue Corridor Improvements project. — 233 - 235

Engineering Request for Publ Hearing Lansing Ave Corridor.pdf

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

10. OTHER BUSINESS.

10.1 City Homeless Efforts - Winter Sheltering of the Unhoused

11. NEW BUSINESS.

11.1 Corrective Resolution — 236 - 244

02-21-2023 CORRECTIVE RESOLUTION PACKET ROLL 5000.pdf

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

11.2 Loomis Park Phase 2 Change Order 1 — 245 - 249

Loomis Park Phase 2 Change Order No. 1.pdf

Award the Loomis Park Playground Project Phase 2 Change Order 1 to R.W. Mercer of Jackson, MIchigan in the amount of $136.837.00.

11.3 Parks Mowing and Irrigation Contract for 2023 — 250 - 278

2023 Parks Mowing Contract.pdf

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

11.4 Identify Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2023 – 2024 and Establish Preliminary Funding Allocations for those Projects — 279 - 284

2-21-23 CC Agenda Item, Prelim Alloc.pdf

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

11.5 Approval of the sale of City owned property located at 1013 Second Ct. for $10,000.00 — 285 - 293

1013 Second Ct Sale Agenda Packet February 21st, 2023.pdf

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

11.6 Water Treatment Plant Engineering Study — 294 - 440

WTP Engineering Study.pdf

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

11.7 F-250 Valve Truck Purchase for Public Works — 441 - 446

Valve Truck Purchase.pdf

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

11.8 Myrtle and Wastewater Treatment Plant Improvements — 447 - 538

Myrtle and WWTP Improvements.pdf

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

11.9 Consideration of Purchase of TA Wilson School from Jackson Public Schools 539 - 553

Attorney - Agreement for Sale of Real Estate (TA Wilson School).pdf

Approve the proposed purchase agreement for the TA Wilson School from JPS for a purchase price of $150,000 and authorize the City Attorney to make minor modifications as necessary.

11.10 Ward 2 Polling Place Relocation for 2023 Election Cycle 554 - 555

Ward 2 Temporary Polling Location Move.pdf

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

11.11 Transition to Even Year Citywide Elections 556 - 567

Transition to even year citywide elections.pdf

Recommendation: Establish March 7, 2023 as a date to conduct a public hearing to consider a resolution moving citywide elections from the odd year to an even year cycle.

11.12 Amendment 2 to the 2020 Water Main Engineering Contract 568 - 572

Engineering Am 2 2020 Water Main Eng Contract.pdf

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

11.13 Request to Adopt a Resolution to Apply for RAISE 2023 Discretionary Grant 573 - 576

Engineering Resolution to apply for 2023 RAISE Grant.pdf

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

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

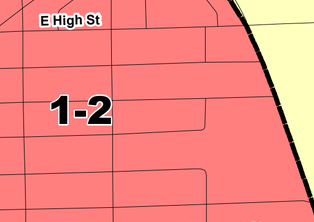
City of Jackson
Election Polling Locations

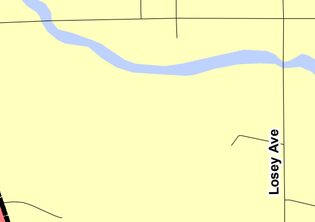
A request was made to provide Council with possible locations that would result in each polling place being located within the boundaries of the ward it serves.

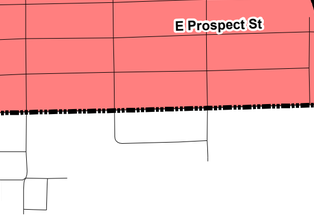
City of Jackson
Election Polling Locations

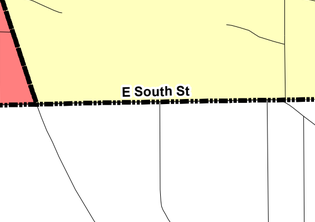
Currently the City utilizes four houses of worship (St. John's Parish, First Presbyterian Church, St. John's UCC, and Cascades Baptist Church) and two City owned recreation centers (MLK Center and Boos Center).

N US 127/Shirley
Shirley Dr
Clinton Rd
I 94
Rosehill Rd
E Porter St
N Waterloo Ave
N Elm Ave
W Monroe St
Clinton Rd
Lansing Ave
W Argyle St
4-8
4-9
3-6
3-7
Ward 3
W North St
W North St
E North St
Ward 4
N West Ave
Steward Ave
W Ganson St
E Ganson St
N Martin Luther King St
N Horton St
Daniel Rd
N Wisner St
W Trail St
N Jackson St
N Mechanic St
Cooper St
2-4
E Michigan Ave
N Brown St
5-10
Wildwood Ave
W Louis Glick Hwy
E Louis Glick Hwy
W Pearl St
N Blackstone St
S Waterloo Ave
S East Ave
Chapin St
S Forbes St
2-3
W Michigan Ave
W Cortland Ave
E Cortland Ave
W Washington Ave
Ward 5
S Wisner St
S Blackstone St
S Mechanic St
E Franklin St
W Franklin St
Hupp Ave
E Washington Ave
S Gorham St
2-5
Ward 2
Page Ave
5-11
Water St
E Biddle St
Morrell St
S Brown St
6-12
W Morrell St
E Morrell St
S West Ave
1st St
S Cooper St
Belden Rd
4th St
Greenwood Ave
S Jackson St
S Elm Ave
6-13
W High St
E High St
Ward 1
Randolph St
Ward 6
Griswold St
Woodbridge St
1-1
S Martin Luther King St
1-2
Losey Ave
Denton Rd
Kibby Rd
W Prospect St
E Prospect St
E South St
6-14
4th St
Elmdale Dr
Brooklyn Rd
Horton Rd
Stonewall Rd
Badgley Rd
Hinckley Blvd

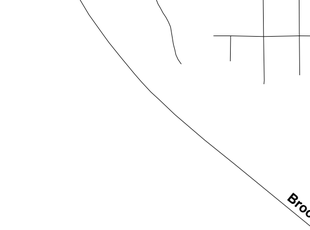












CITY OF JACKSON

WARDS AND PRECINCTS

Ward - Precinct

1-1	3-6	5-10
1-2	3-7	5-11
2-3	4-8	6-12
2-4	4-9	6-13
2-5		6-14

0 0.1 0.2 0.3 0.4
Miles

N

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New Wards and Precincts approved by city council March 2022
Map Prepared: March 29th, 2022

City of Jackson
Election Polling Locations

Currently, three of the six polling locations are not within the ward boundaries. Those locations are:

- St. John's Parish (Ward 3)
- First Presbyterian Church (Ward 4)
- St. John's UCC (Ward 5)

City of Jackson
Election Polling Locations

Possible new polling locations within each ward boundary:

Ward 3 – Northeast Elementary School*
Ward 4 – Greater Bible Way Church
Ward 5 – First Presbyterian Church

Northeast Elementary (Ward 3)

Greater Bible Way Temple (Ward 4)

Boos Center (Ward 2)

First Presbyterian (Ward 5)

King Center (Ward 1)

Cascades Baptist (Ward 6)

Wards

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6

N

W E

S

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PLAN A WARDS
WARDS POPULATION

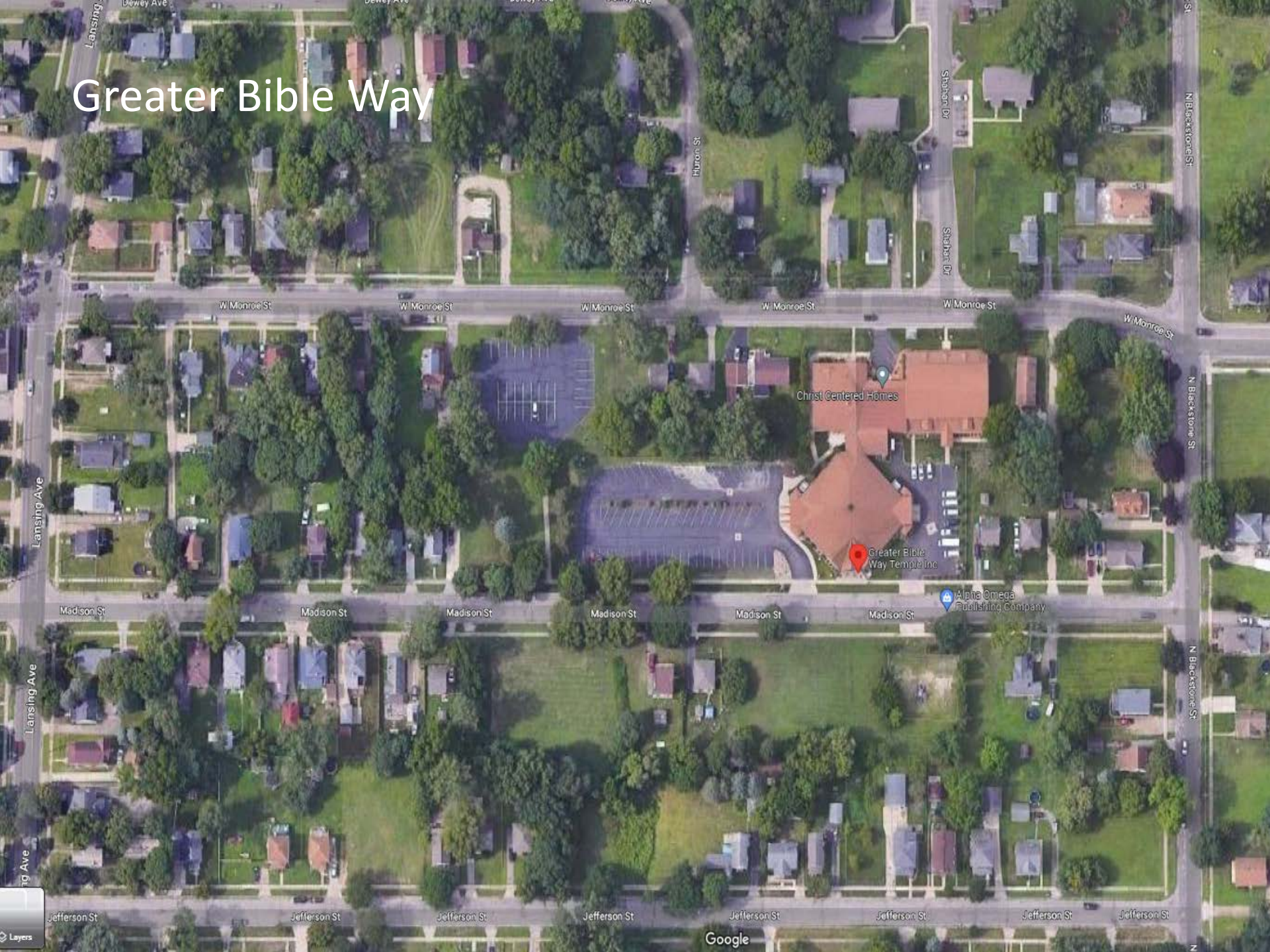
0 0.25 0.5 0.75 1
Miles

Date Prepared: February 24th, 2022

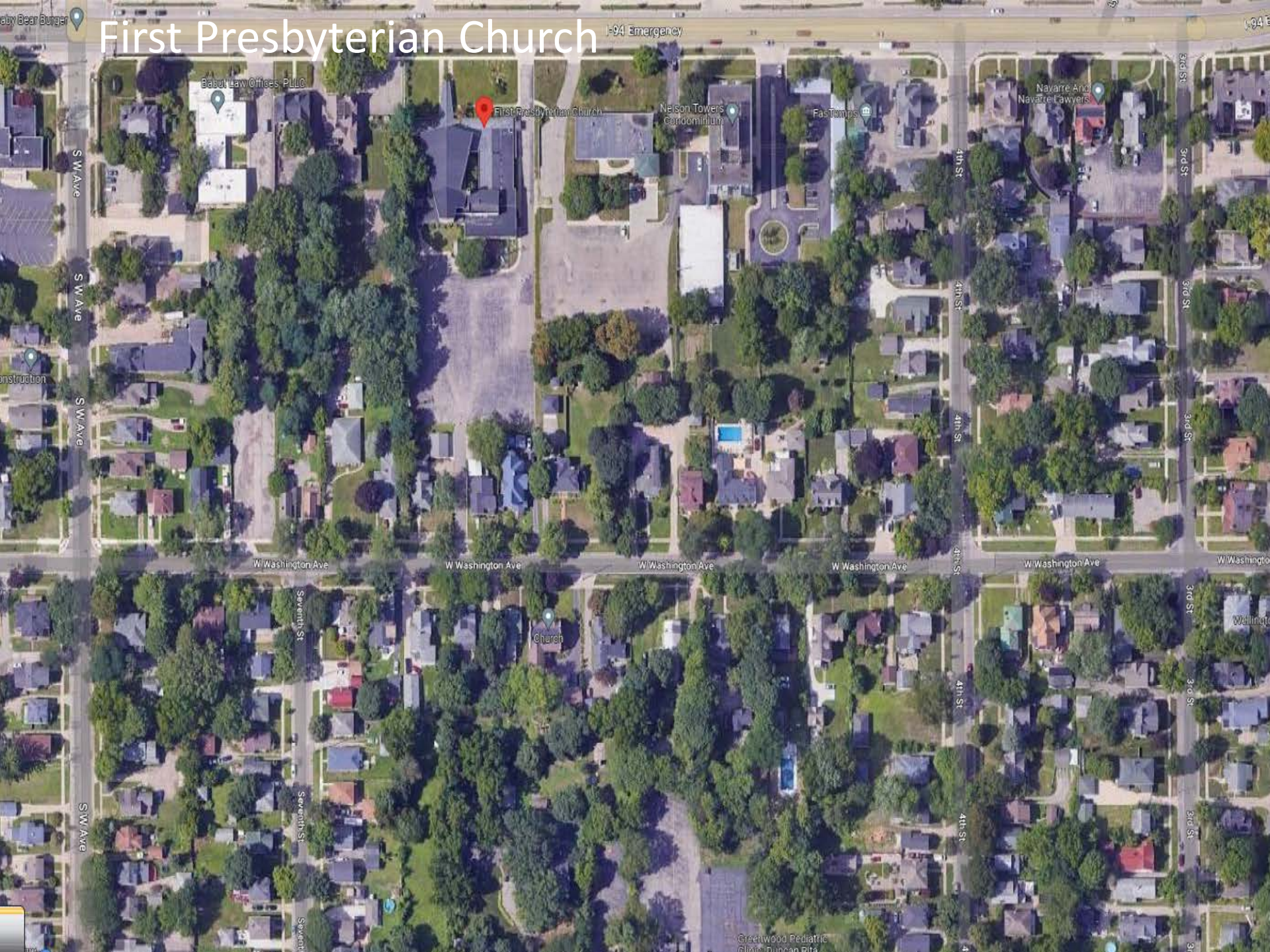
Northeast Elementary



Greater Bible Way



First Presbyterian Church



City of Jackson
Election Polling Locations

Important Notes:

- The practice of having polling places located outside the ward boundary has been in place for over 10 years.
- Michigan Election Law does not require that polling places be located inside the precinct boundaries.
- The Jackson City Charter does not require polling places be located inside the ward boundaries.

City of Jackson
Election Polling Locations

Establishing a new standard that polling places must be located with the ward boundary would impact:

- 3950 registered voters in Ward 3
- 4027 registered voters in Ward 4
- 3932 registered voters in Ward 5

A grand total of 11,909 voters or 49.75% of the electors in the City.

City of Jackson
Election Polling Locations

State law requires a jurisdiction to update the Qualified Voter File (QVF) whenever a permanent change is made to a polling location.

Additionally the City would be required to send new Voter ID Cards to all affected electors. The current cost to do so is $.64/card which would total over $7,500.

City of Jackson
Election Polling Locations

ADDITIONAL CONSIDERATIONS

The distance between the current polling location and the proposed polling location by ward is:

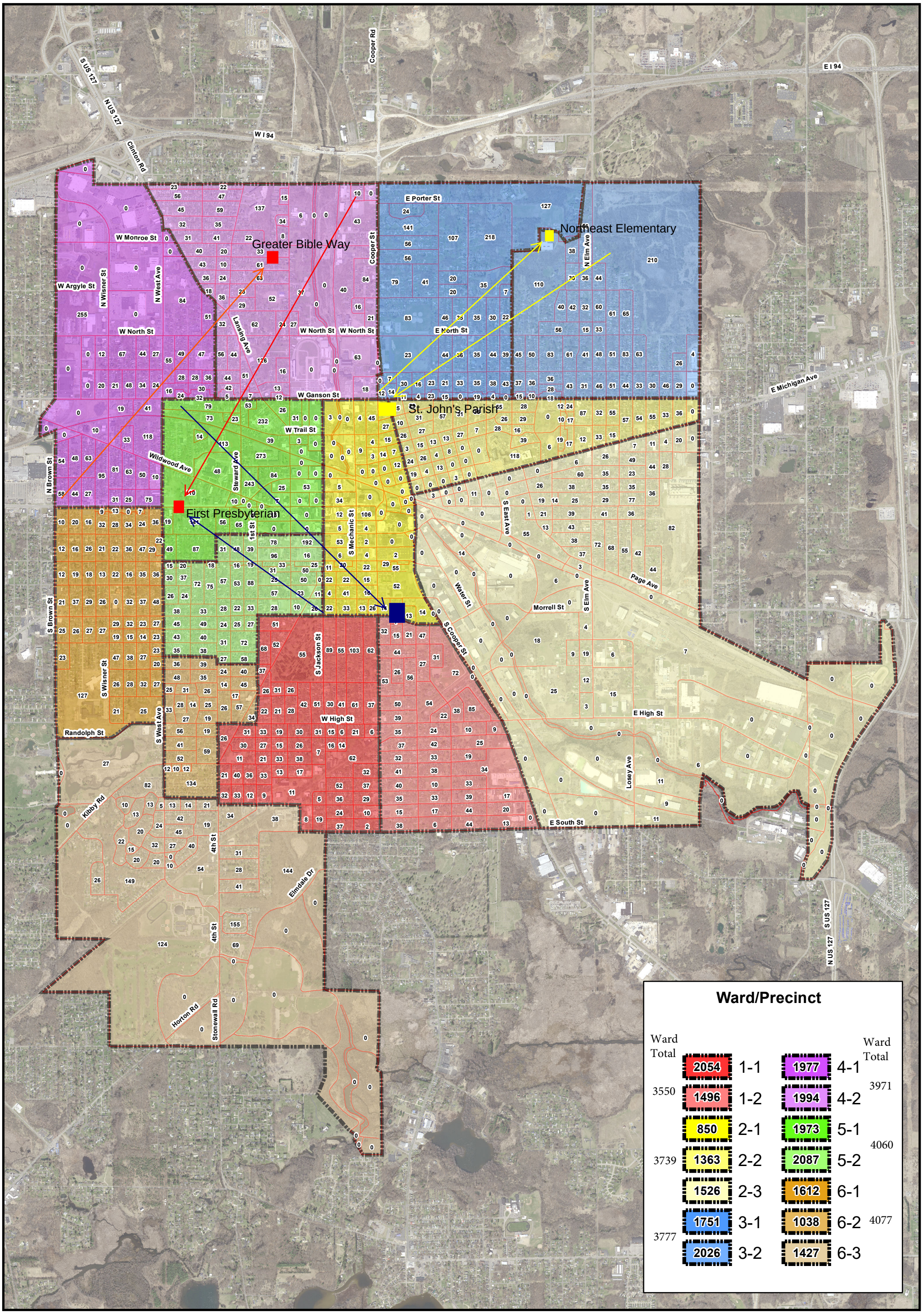
- 1.8 miles - Ward 3
- 1.6 miles - Ward 4
- 1.2 miles - Ward 5

City of Jackson
Election Polling Locations

ADDITIONAL CONSIDERATIONS

When measuring the distance between furthest populated point of the ward to the polling location, the difference between the current polling location and the proposed polling location is:

- .30 miles - Ward 3
- .10 miles - Ward 4
- .90 miles - Ward 5



N

W E

S

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PLAN A WARDS
PRECINCTS POPULATION
18 AND OLDER

0 0.25 0.5 0.75 1
Miles

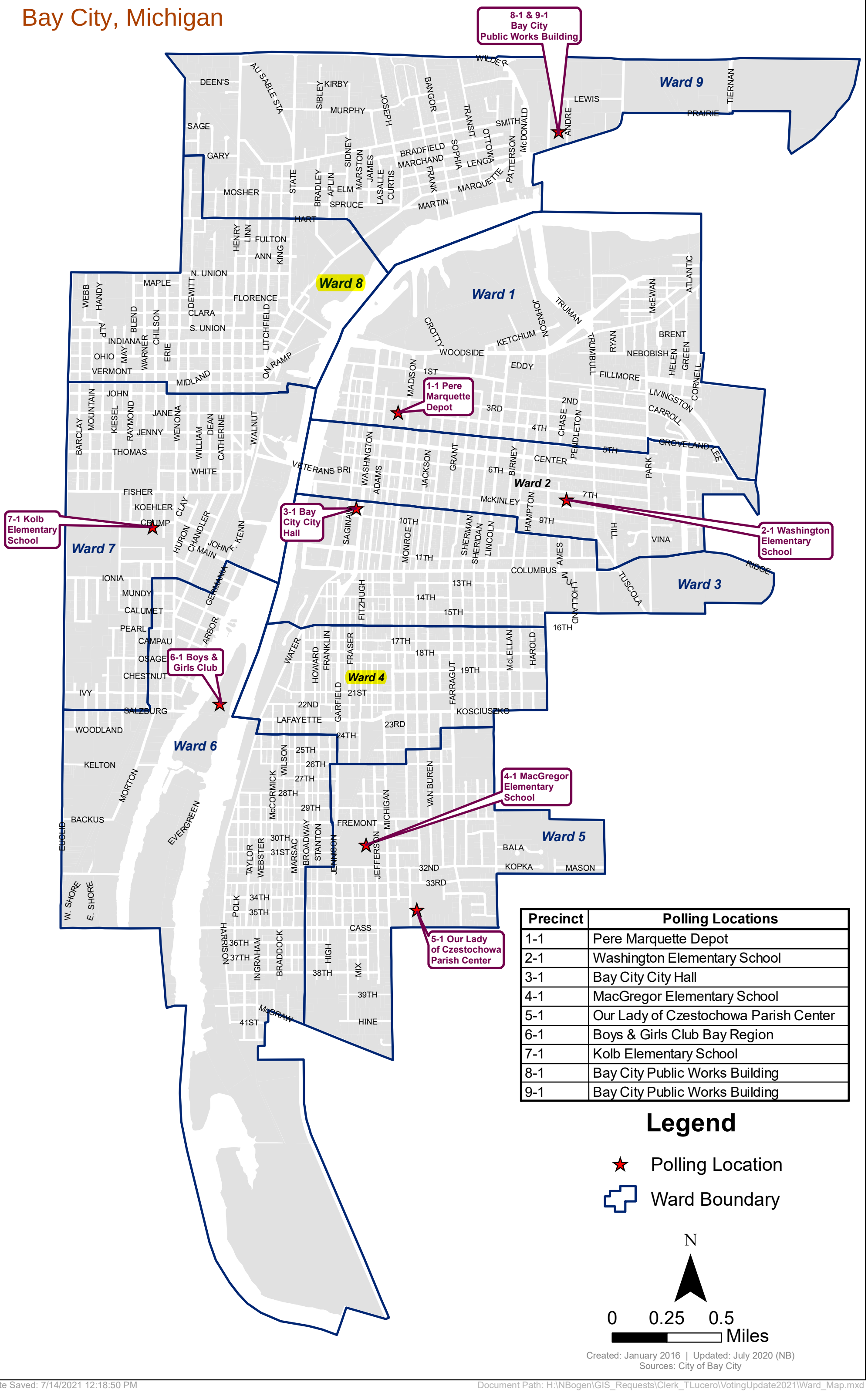
Date Prepared: March 8th, 2022

City of Jackson
Election Polling Locations

The Election Commission discussed polling locations at the February 10, 2023 Meeting and voted unanimously to recommend to Council that the polling locations stay as they are currently. Some of the factors that were cited were:

- cost of notification to voters
- the limited distance between the current polling place to the proposed polling place.
- the timing of the change
- The standard being created is not a State Law, Charter requirement, or a common practice in other cities with a ward system.

Bay City, Michigan



Precinct	Polling Locations
1-1	Pere Marquette Depot
2-1	Washington Elementary School
3-1	Bay City City Hall
4-1	MacGregor Elementary School
5-1	Our Lady of Czestochowa Parish Center
6-1	Boys & Girls Club Bay Region
7-1	Kolb Elementary School
8-1	Bay City Public Works Building
9-1	Bay City Public Works Building

Legend

Polling Location

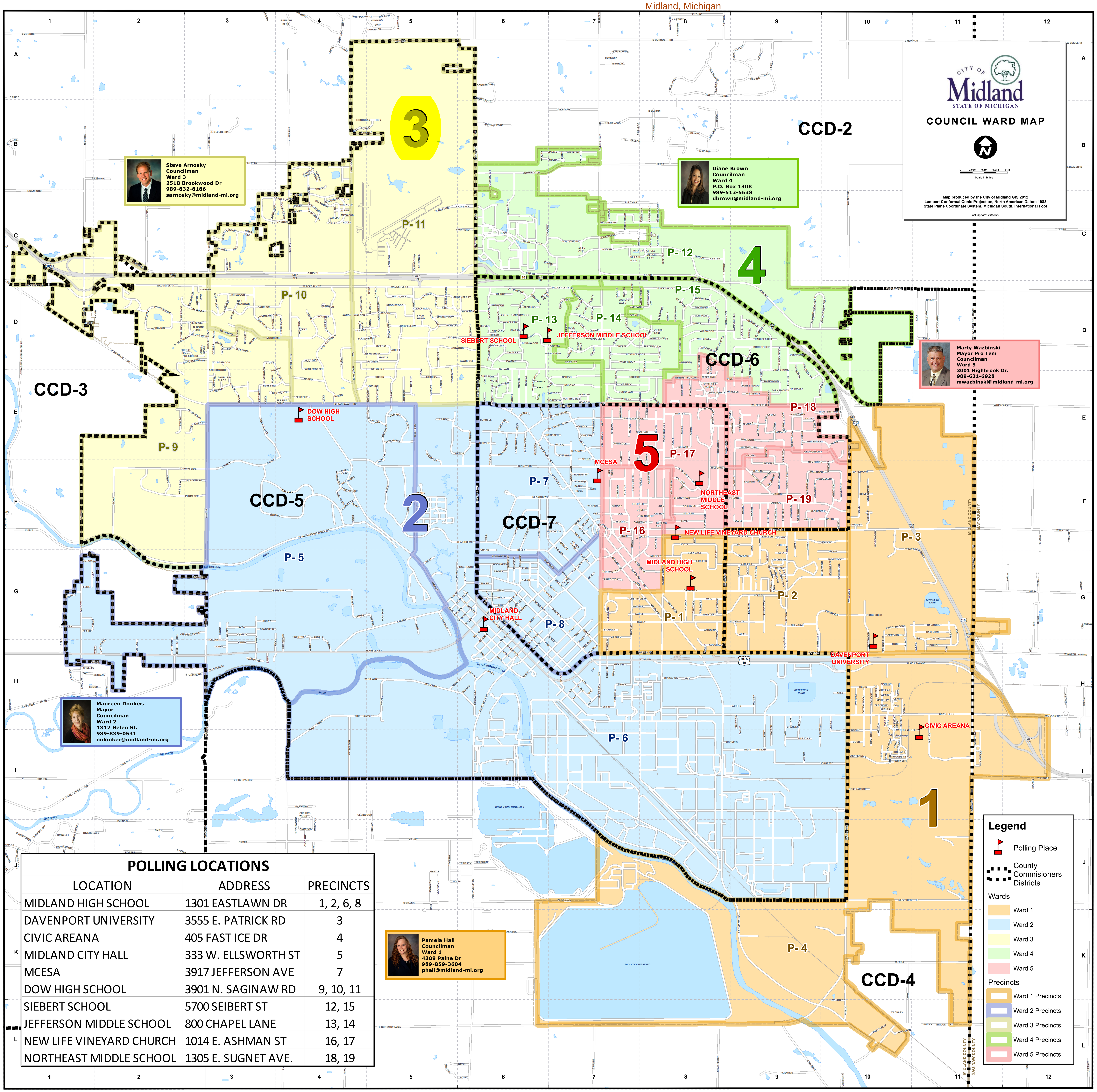
Ward Boundary

N

0 0.25 0.5 Miles

Created: January 2016 | Updated: July 2020 (NB)
Sources: City of Bay City

Midland, Michigan



POLLING LOCATIONS

LOCATION	ADDRESS	PRECINCTS
MIDLAND HIGH SCHOOL	1301 EASTLAWN DR	1, 2, 6, 8
DAVENPORT UNIVERSITY	3555 E. PATRICK RD	3
CIVIC AREANA	405 FAST ICE DR	4
MIDLAND CITY HALL	333 W. ELLSWORTH ST	5
MCESA	3917 JEFFERSON AVE	7
DOW HIGH SCHOOL	3901 N. SAGINAW RD	9, 10, 11
SIEBERT SCHOOL	5700 SEIBERT ST	12, 15
JEFFERSON MIDDLE SCHOOL	800 CHAPEL LANE	13, 14
NEW LIFE VINEYARD CHURCH	1014 E. ASHMAN ST	16, 17
NORTHEAST MIDDLE SCHOOL	1305 E. SUGNET AVE.	18, 19

STREET INDEX

A

Aaron Ct: D-4
Abbott Rd: G-9
Abigail Ln: D-4
Adams Dr: D-7
Adelaide St: G-6
Aircraft Ct: F-8
Airfield Ln: G-8
Airport Rd: C-2
Albee Ln: H-4
Allen St, East: G-6
Allen St, West: G-6
Allen Ott: C-7
Alpine Way, (pvt.): C-4
Alta Ct: G-9
Alyse Ln (pvt.): D-5
Amberwood Ct: D-3
Andre St: E-8
Ann St: H-6
Apollo Dr (pvt.): H-10
Applewood Rd: F-5
Arbor Dr: E-5
Arbury Pl: G-7
Arbutus Ct, North: A-8
Ardmore St: D-9
Arlington St: E-9
Arrow Cv: I-9
Artcrest Dr: E-3
Arthur Ct: F-8
Ash St: H-12
Ashby Rd: J-3
Ashly Ct: D-6
Ashman Cir: F-7
Ashman St: F-7
Ashman St, East: F-8
Ashwood Pass: A-5
Aspen Way: F-2
Aster Ct (pvt.): C-4
Atwell St: H-5
Auburn St: G-6
Austin St: H-7
Autumn Ridge Cir: E-9
Avalon St: D-8
Avon St: G-3

B

Badour Rd, South: H-3
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Baldwin St: F-8
Balfour St: F-6
Bark Ln (pvt.): H-4
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Barth St: H-7
Barto St: E-5
Bauss Ct: F-9
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Bay Ct: H-9
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Beech St: I-10
Belaire St: F-9
Belmont St: E-5
Benson St: H-6
Bent Oak Dr, North, (pvt.): F-4
Bent Tree Cir: J-1
Berkshire Ct: E-6
Berry Ct: D-3
Bethann Ct: H-2
Betsey Dr: G-9
Birch Dr: G-12
Birchfield Dr: F-9
Birchwood Dr: E-9
Bitler St (pvt.): D-6
Blairmont Dr: F-9
Blakely St (pvt.): E-9
Blarney Dr: D-4
Bloomfield Ct: D-9
Bloomfield Dr: D-9
Blossom Cir: E-9
Blue Spruce Ln (pvt.): H-2
Blueberry Ln, East: B-3
Bluebird Dr: E-3
Bobcat Ct: B-4
Bond Ct: E-6
Bookness St: G-6
Boston St: F-7
Boulder Creek Dr (pvt.): C-4
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Bracken Woods Dr (pvt.): D-3
Bradfield St: G-3
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Brentwood Dr: D-6
Brian Ln: D-11
Briar Ct (pvt.): C-8
Briarwood Ct: D-3
Bristlecone Dr (pvt.): C-3
Bristol Ct: E-6
Broadhead Dr: C-7
Brookfield Dr: D-9
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Buchanan Dr: E-7
Bullock Creek Dr, East: K-6
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Burlington Dr: E-9
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Burrell Ct: E-6
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Campau Dr: E-5
Campbell Ct, East: F-8
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Campus Ridge Dr (pvt.): E-5
Candace Dr (pvt.): E-3
Candlestick Ln: D-9
Canterbury Dr: F-10
Capitol Dr: E-7
Cardinal Dr: A-4
Carle Dr (pvt.): E-3
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Carpenter St, East: G-7
Carpenter St, West: G-6
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Castle Dr: E-7
Cedar St: G-3
Celena Dr, North: B-7
Centennial Dr: I-10
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Chapel Lane, East: D-8
Chapel Lane, West: D-8
Chapel Ln, West: D-7
Charles St: H-9
Chatham Dr: E-8
Chelsea Ct: E-6
Cherry Blossom: B-4
Cherryview Dr (pvt.): G-7
Cherrywood Dr: I-4
Cheryl Dr: H-2
Cheryl-Lynne Ln: D-11
Chesterfield Ct: D-7
Chestnut Hill Dr: F-9
Chicory Ct: D-3
Chip Rd, West: D-12
Chippewa Ln: H-3
Chippewa Ln, East: H-3
Chippewa River Rd, East: H-1
Chippewassee Trl: G-3
Christie Ct: E-5
Church Point Dr (pvt.): G-9
Cinema Dr (pvt.): C-6
City Forest Estates Dr: B-4
Claremont St: D-8
Clarence Ct: J-5
Clark Rd: G-1
Clark Rd, East: G-1
Clay St: G-11
Clayhill Ct (pvt.): C-8
Cleveland Ave: G-7
Clover Ln: E-6
Cobb St: I-10
Collingwood Ct: F-10
Collins St, East: G-7
Collins St, West: G-6
Colony Dr: E-9
Colorado St: H-8
Columbia Rd: E-7
Columbine St (pvt.): C-4
Commerce Dr: B-6
Commercial Blvd: A-6
Concord St: E-8
Cones Ct: H-3
Congress Dr: E-9
Contractor Dr: I-10
Cook Rd: F-4
Coolidge Dr: E-8
Copper Ridge Ct: D-3
Corning Ln: I-9
Corrinne St: F-8
Cortland St: E-9
Costley Dr: F-1
Cottonwood St: H-10
Country Creek Dr: J-3
Country Walk Cir: D-7
Countryside Dr: F-2
Courtside: D-8
Coventry Ct: F-7
Cranbrook Dr: D-9
Crane Ct: F-6
Crescent Dr: E-6
Crestwood Ct: D-6
Crissey St: H-6
Cronkright St: H-6
Crosby Ct (pvt.): J-6
Cruz Dr: E-8
Cub St: E-6
Cunningham Dr: B-2
Currie Pkwy: G-5
Cypress St: H-10

D

Dahlia St (pvt.): C-4
Dale Ct: D-9
Damman Dr: G-7
Dan Ct: F-8
Danbury Place (pvt.): E-3
Darby St: F-10
Dartmoor Pl: F-7
Dartmouth Dr: F-8
Dauer St: F-9
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Dawn Dr: F-9
Dearing Rd: J-5
Deer Valley Rd: A-9
Deerfield Ct: D-6
Deerwood Cir (pvt.): D-9
Delft Dr (pvt.): I-10
Dennis Ct: E-7
Denver St (pvt.): D-6
Devonshire St: F-7
Diamond Dr: D-9
Dick St: H-9
Dilloway Dr: D-6
Dina St: F-9
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Dover Ct: D-7
Dow Ct (pvt.): H-10
Drake St: E-5
Dublin Ave: C-3
Dublin Rd, North: B-3
Dutch Dr (pvt.): I-10
Dyckman Rd: E-6
Dyke Dr (pvt.): I-10

E

Eagle Pass Dr, East: J-1
East Point Dr (pvt.): G-9
Eastlawn Dr: G-9
Eastman Ave: C-6
Eastman Rd, North: B-6
Edgewood St: G-10
Ednor Ct: H-2
Edsel Rd: G-12
Edwin St: F-7
El Rancho Dr, East: B-7
Elgin St: G-6
Elisenal Dr: C-6
Elizabeth St: G-6
Elliott Dr (pvt.): D-7
Ellsworth: G-6
Ellsworth St: H-6
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Elm Ct: E-7
Elmer Rd: G-1
Emerson Ct: D-5
Emerson Park Rd: G-5
Erie Ct: G-7
Evamar Dr: D-6
Evart St: D-8
Evergreen St: D-8

F

Fairground Entrance Rd: C-5
Fairlane St: F-9
Fairview Dr: L-1
Fairway Pl: D-7
Fantasy Ln, North: B-2
Farnsworth Dr: E-9
Fast Ice Dr: I-11
Fawnwood Cir: J-1
Federal St: F-7
Felecia Dr, East: B-7
Fernside St: F-9
Fieldcrest: L-10
Fieldstone Ct (pvt.): C-8
Fifth St: H-7
Fisher Rd, West: I-12
Fitzhugh St: G-6
Flajole Rd: H-12
Flaxmoor St: D-4
Ford Ct, South: L-2
Forest Glen Way: H-10
Forest St: G-4
Forestridge Way (pvt.): D-2
Forestview Dr: E-9
Forestwood Ct: E-9
Foster Rd: E-9
Fournie St: H-7
Fourth St: H-7
Foxboro Ct: D-7
Foxcroft Dr: E-9
Foxpoint Cir: E-8
Foxwood Ct: D-8
Francis Rd: I-12
Frank Rd (pvt.): D-2
Franklin St: H-7
Frantz Dr (pvt.): G-1
Frederick: K-6
Freedom Ct (pvt.): H-10
Freeman Dr: J-6
Friar Ln: D-8
Fuller Dr: F-10

G

Gabriel Ln: D-5
Galaxy Dr (pvt.): H-10
Gardenbrook Dr: D-9
Garland St: F-9
Gary St: G-9
Gay Ln: H-1
Gemini Ct (pvt.): H-10
George St: H-6
Georgetown Dr: E-9
Gerald Ct: H-10
Gettysburg St: G-10
Gibson St: E-5
Ginter Rd: J-4
Gladding Ct: E-6
Gleaner Rd, North: L-12
Glen Rd: G-1
Glencoe St: E-5
Glendale St: G-8
Glenwood Ct: I-4
Goldenwood Dr: D-3
Golfside Dr: G-5
Gordon St: G-6
Gordonville Rd, East: L-5
Graham St: E-7
Grandview Cir (pvt.): E-6
Grant Ln: G-10
Green Rd: F-2
Greenbrier Ter: F-9
Greenfield Ct: F-8
Greenridge Dr (pvt.): D-3
Greenway Dr: F-9
Greenwich Cir: G-10
Grey Rd, South: J-4
Grey Ridge Trl (pvt.): G-9
Greystone Pl: B-7
Grouse Ct: D-3
Grove Bluff: J-1
Grove St, East: G-6
Grove St, West: H-7

H

Haker St: F-9
Haley St, East: G-8
Haley St: H-7
Hallisy Ct: E-3
Hamilton Dr: G-11
Hampden Ct: E-7
Hampshire St: E-7
Hancock Dr: G-11
Hannah Ct: F-7
Hanover St: F-10
Harcrest Dr: D-6
Harding St: E-8
Harlow Dr (pvt.): E-5
Harold St: G-7
Harper Ln: E-7
Harrison St: G-7
Harry Ln, East: B-1
Hart Ln: J-5
Hartford Ct: F-7
Harwood Dr: D-6
Haskin Dr: E-4
Hawthorne Hollow (pvt.): H-10
Hearthstone Cir: G-10
Heather: B-4
Heathermoor Dr: D-7
Hedgewood Dr: E-3
Helen St: G-6
Hemlock St: H-10
Henry St: H-10
Herbert Rd (pvt.): D-1
Heritage Ct, North: D-2
Heritage Ct, South: D-2
Hicks Rd, North: C-2
Hidden Pines Ct (pvt.): E-6
Hidden Stone Ct: F-7
Hiddenridge Rd, South: J-1
Highbrook Dr: F-9
Highland Dr: D-4
Highridge Ct: E-5
Hignite Rd (pvt.): G-3
Hill Ct: F-6
Hillcrest Rd: F-7
Hillgrove Pkwy: F-8
Hines Rd, West: G-6
Hines St, East: G-6
Holland Dr (pvt.): I-10
Holly Ct (pvt.): C-4
Hollyberry Dr: D-9
Hollybrook Dr: D-7
Holyrood St: F-6
Honeysuckle Cir: D-8
Hotchkiss Rd: L-11
Hotchkiss Rd, West: L-12
Hubbard St: G-6
Hubert Rd (pvt.): I-2
Hummingbird Pass: A-5
Hunters Ridge: D-7
Huntington Dr: E-3
Huntley Ln (pvt.): H-2
Huron Dr: E-7
Hutchison Ln (pvt.): H-4

I

Illinois Dr: H-10
Imrich, East: A-7
Indian Ridge Dr: D-6
Indian St, East: G-6
Indian St, West: G-6
Inglewood Dr: I-11
Inverness Cir: D-8
Iowa St: G-8
Irelan Ln: J-5
Iroquois Ct: G-6
Isabella St: H-1
Ivy Ln: F-9

J

James Dr: E-8
James Savage Rd: H-10
Jamestown Dr: E-9
Jay St: G-11
Jefferson Ave: E-7
Jefferson Rd, North: A-7
Jeffrey Ln: D-5
Jenkins Dr: F-9
Jerome St: G-6
Joanne St: E-5
Joe Mann Blvd: C-6
Johns Ln, East: A-8
Johnson Ln, South: J-2
Jones Ct: F-8
Jordan'S Way, East: J-4
Joseph Dr: C-7
Joshua Ln (pvt.): D-7
Joy Rd: I-12
Judith Ct: F-9
Juile Ann: C-7
Jupiter Ct (pvt.): H-10

K

Karla Ct: G-12
Kelly Ln: D-11
Kenny Ct: G-3
Kent Ct: I-9
Kentucky St: G-8
Kentwood Dr: F-8
Kiesel Rd: G-12
Kilmer Dr: F-10
Kilt Ct: D-4
Kim Dr: F-8
Kindy Dr: L-1
Kingsbury Ct: D-6
Kingston Ct: E-8
Kirk Point Dr (pvt.): G-9
Kirkland Dr: D-6
Kirkwood Cir: J-1
Kitty Hawk Cir (pvt.): G-9
Knollwood Ct: D-6
Koerner Ct: F-8
Kuipers Dr (pvt.): H-10

L

Ladner Prkw: J-4
Lakeside Cir (pvt.): E-7
Lalkwood Dr: D-5
Lambert Rd: F-1
Lambros Dr: F-10
Lamoe Dr: G-12
Lamplighter Ln: D-9
Lancaster St: F-8
Lancer Ln, East: J-2
Lantern Ln: D-9
Larkin Center Dr: C-8
Larkin St, East: G-6
Laughton Dr: H-2
Laurel Ln: E-9
Lauria Rd: C-12
Lawndale Dr: F-10
Lawrence Dr (pvt.): D-6
Leaf: D-5
Lee St: G-11
Leealan Dr: H-1
Leeway Dr: D-4
Lemke St: H-10
Leonard Ln: F-7
Lessa St: E-5
Letts Rd, East: B-10
Letts St: B-8
Lexington Ct: E-8
Liberty Dr: E-9
Lilac St (pvt.): C-4
Lincoln St: H-7
Lincoln Woods Dr: G-10
Linden Dr: E-6
Lindy St: F-8
Lingle Ln: F-7
Linwood Dr: E-7
Livingston Ct, East: F-8
Livingston Ct, West: F-8
Log Cabin Ln, South: J-2
Lois Ave: K-6
Londonberrie Ct: D-5
Lonestar Ln, East: L-3
Longfellow Ln: D-5
Longview St: I-9
Loons Dr: H-7
Loretta Ln (pvt.): D-5
Louanna St: G-7
Love St: F-8
Lowell Ct: F-7
Lucky Ct: G-9
Luhring St: E-5
Lulu Ln: C-3
Lund Dr: E-9
Lydia St: L-6
Lyon Rd, East: H-8
Lyon Rd: H-7

M

Mac St: E-6
Madison St: G-5
Magnolia Ct (pvt.): C-4
Main St, East: H-6
Main St: G-5
Main St, West: F-4
Mammoth Pines: B-4
Manor Dr: F-7
Maple St: D-5
Mapleton Dr (pvt.): L-10
Maplewood Dr: J-4
Mark Putnam Rd: I-9
Mark Twain Dr: F-10
Marriet Ct: D-6
Marvo Ct: E-4
Mary Jane Dr, East: A-7
Mary St: G-5
Maryland St: G-8
Mason St: D-9
Mattes Dr: E-8
Mayfield Ln: D-7
Maywood Ct (pvt.): C-4
Mc Kinley St: D-8
Mccandless Dr (pvt.): E-5
Mcdonald St: H-6
Mcgill St: F-10
Mcgregor St: G-6
Mckeith Ct: F-9
Meadow Ln: D-7
Meadowbrook Dr, East: E-7
Meadowbrook Dr, West: E-7
Meadowlark Ln, East: J-1
Melody Ln: E-9
Mercantile Dr, East: A-6
Mercury Ct (pvt.): H-10
Merlin Ct: D-7
Mertz St: F-7
Meyers St: E-6
Michigan St: G-8
Mid Michigan Dr (pvt.): E-5
Midfield Ln: C-8
Midland Rd: H-12
Midland-Bay Co. Line Rd, North: C-11
Milford St: F-9
Mill St: H-7
Millbrook Dr: D-3
Miller Rd, East: J-1
Miller St: J-6
Milner Rd, East: K-10
Miner Dr: F-12
Miramist Cir: C-7
Mockingbird Ln: A-4
Monroe Rd, East: A-1
Monroe St: A-5
Montague St: D-8
Monteray Dr (pvt.): I-11
Montrose St: G-6
Moorland Dr: D-3
Morel Ct, East: B-8
Morning Dawn (pvt.): G-9
Morning Way: E-7
Morningside Dr (pvt.): E-7
Mt Vernon Ct: F-9
Myrtle St: D-5

N

Nakoma Dr: E-7
Natalie St: E-5
Nathan Ct (pvt.): D-7
Nature Ln: J-3
Nelson St, East: G-7
Nelson St: F-6
Nickels St, East: G-7
Nickels St, West: F-7
Noeske St: F-6
Nold: J-5
Norfolk St: E-7
North Parkway: E-6
North St: G-7
North Union Rd, West: H-12
Northgate Dr: D-7
Northwood Dr: E-3
Norway Dr: L-5
Norwich St: E-8
Norwood Dr: D-5
Nottingham Ter: F-9
Novak St: F-9
Nuclear Ct (pvt.): H-10
Nurmi Dr: D-4

O

Oak Ct: E-7
Oak Hollow Ct: D-3
Oak Meadows Ct: D-3
Oakbrook Dr: C-7
Oakfield Dr (pvt.): D-5
Oakmont Grove (pvt.): H-10
Oakridge Dr: D-3
Oakwood Terr: L-1
Ohio St: G-8
Old Pine Tr: A-8
Onna Ln: D-5
Orchard Dr: F-5
Orlo Rd, North: H-1
Osborne Dr: J-4
Ottawa St: E-7

P

Paine Dr: G-11
Palm Ct: E-7
Paradise Ln, East: L-9
Park Dr, East: G-6
Park Dr, West: G-5
Park Drive: G-5
Parkwood Dr: E-9
Parsons Ct: I-9
Partridge Ln: D-3
Patrick Rd, East: H-10
Patrick Rd: H-7
Patterson Rd, North: I-4
Patterson Rd, South: K-4
Paul Ct: F-7
Peach Blossom: B-4
Peachtree Cir: D-7
Pebblestone Dr (pvt.): D-5
Penrod Rd (pvt.): G-3
Pepperidge Ct: D-6
Peppermill Cir: E-8
Perrine Point (pvt.): E-4
Perrine Rd, North: B-4
Perrine Rd: C-4
Pershing St: H-7
Pfeiffer Ct: E-4
Pheasant Ridge Dr: E-6
Phillips Ct: F-1
Pine Ct: H-6
Pine Grove Dr (pvt.): F-4
Pine Hollow Dr, East: B-8
Pine Meadow Dr: D-3
Pine River Rd, East: I-1
Pine River Rd: H-4
Pine St, West: G-6
Pinehurst Ct: G-4
Pineway Dr: F-12
Pinewood Dr: D-3
Plainfield St: E-9
Plumer St: H-9
Plumtree Ln: F-3
Plymouth Park Dr: E-8
Plymouth St: E-9
Polom Ct: H-12
Pomranky Rd: G-4
Pondview Dr: D-3
Poseyville Rd: H-6
Poseyville Rd, South: K-6
Post St: G-5
Powder Horn Trl: D-2
Prairie Rd, East: I-1
Prairie: G-1
Princeton Ct: G-7
Progress Pl: J-7
Putnam Cir, East: I-2
Putnam Dr: J-2

Q

Quail Run: A-9
Quincy Dr: H-11

R

Raintree Dr (pvt.): E-3
Ramble Ln: D-5
Rapanos Dr: G-9
Ravenwood Ln: A-4
Raymond Rd (Bay Co.): A-7
Reardon St, East: G-7
Reardon St, West: G-6
Redfern Cir: E-8
Redwood Dr (pvt.): I-10
Renee Dr: H-2
Revere St: G-5
Rhyne Ln: F-4
Richard Ct: F-7
Ridgecrest Dr: G-10
Ridgemont Ct: D-7
Ridgeview Ct: E-9
Ridgewood Dr: F-10
Riggie St: H-3
Ripley St: G-6
River Rd, East: L-9
River St: H-6
Riverchase Rd, East: J-1
Rivercrest Ct: H-3
Roanoke Ct: E-7
Robert Rd (pvt.): J-2
Robin Ct: E-3
Robinhood Ter: E-8
Rock Hollow Ln (pvt.): C-4
Rockwell Dr: F-11
Rodd St: F-7
Rogers St (Bay Co.): F-12
Rogers St (Saginaw Co.): L-12
Rollcrest Ct: D-7
Rolling Ridge Dr: B-8
Romanda St: J-5
Ronald St: H-12
Ronan St: F-7
Rosemary Ct: F-7
Ross Ct: F-7
Roundtree Cir: G-10
Rowe Ln: H-3
Roxbury Ct, East: B-3
Rumbaugh Ln: D-11
Rumple Ct: G-4
Running Deer Ln: A-4
Russell Dr: D-6

S

Saginaw Rd, North: D-2
Saginaw Rd, South: F-7
Salem St: F-8
Salzburg Rd: J-10
Salzburg Rd, West: J-12
Salzburg St: J-9
Sam St: I-9
Sandow Rd, South: H-1
Sandow Rd: G-1
Sandy Ridge Ct: F-7
Sanford Rd, East: C-1
Sasse Rd, South: L-7
Satellite Ln (pvt.): H-10
Saturn Dr (pvt.): H-10
Sauve St: I-9
Saylor Dr (pvt.): C-6
Sayre St: G-6
Scarborough Ln: D-4
Scenic Dr: D-8
Schade Dr (pvt.): D-5
Schreiber Rd, South: L-8
Schuette Rd: I-10
Scott St: F-8
Seidlers Rd, West: A-12
Seminole Ct: E-7
Sequoia Ln (pvt.): D-3
Setting Sun Dr (pvt.): F-8
Settlers Passage: E-8
Shade West: D-5
Shamrock Dr (pvt.): C-4
Sharon Rd: F-9
Shawnee Ct: E-7
Shelley Ln: H-1
Shepherd Dr: C-6
Sherwood Ln: E-6
Shirewood Cir: D-8
Shirewood Ln: D-8
Shirmor Dr (pvt.): H-2
Shoal Creek Cir: D-8
Shorefront Cir (pvt.): E-7
Shreeve St: F-10
Siebert St: D-6
Sinclair St: E-7
Sixth St: H-7
Smith Ct (pvt.): G-3
Smith'S Crossing Rd: L-10
Snowberry Ct: D-5
Snowfield Ct: E-5
Soccer Dr: C-8
Solomon Rd: G-1
Soper St: G-4
South Point Dr (pvt.): G-9
Spring Hill Rd: A-9
Springbrook Ct: E-9
Springfield Dr: H-10
Springwood Dr: D-5
Spruce St: G-3
St. Andrews Rd, East: F-7
St. Andrews Rd, West: F-6
St. Andrews St: F-5
St. Charles St: H-6
St. Marys Dr: D-5
St. Nicholas St: G-6
Stark Rd, North: B-1
Stark Rd: D-1
State St: G-7
Stephanie (pvt.): E-3
Sterling Dr: D-6
Stewart Rd, East: K-3
Stillmeadow Ln: D-8
Stillwater Ln: D-7
Stolz Ln (pvt.): H-3
Stone Ridge Dr: D-3
Stonegate Dr (pvt.): E-4
Stonehaven Ct: D-4
Stonemill Ct, North: D-3
Stonemill Ct, South (pvt.): D-2
Stony Creek Dr: E-4
Stormy Dr: J-3
Stratford Woods Dr: G-11
Sturgeon Ave: C-4
Sturgeon Creek Pkwy: D-4
Sudbury Ct: F-8
Sugnet Rd, East: F-8
Sugnet Rd, West: F-3
Sugnet Rd: F-5
Summerset Dr: D-7
Suncrist St: G-6
Sunnyhill Cir: J-1
Sunset Dr: D-5
Sutton Pl: D-3
Swede Ave: D-8
Swede Rd, North: A-8
Sweetbrier Ter: F-10
Sycamore Sq (pvt.): I-10
Sylvan Ln: D-6

T

T Moore Dr (pvt.): C-6
Tamarack Dr: A-5
Tanwood Ct: D-8
Tennessee St: G-8
Tennis Ct: D-8
Terra Dr: E-5
Texas Ln: D-11
Third St: H-7
Thornberry Dr: D-6
Thornbrook Ct (pvt.): F-4
Throw Rd: J-1
Thunder Bird Ln: A-4
Thurlow Ct: G-7
Tibbs St: H-7
Tiffany Ln: D-9
Tiger Tail Dr (pvt.): C-3
Timber Dr: D-8
Tittabawassee River Rd: F-1
Toboggan Run: B-4
Todd St: H-10
Tomei Dr, South: L-2
Torrey Pine Dr (pvt.): C-3
Townline Rd, West: D-12
Townsend St: G-6
Towsley St: H-6
Trail Rd, North: A-9
Trail Wood Cr: E-9
Trailridge Dr: D-3
Travis Ct: E-10
Tree Top Ln, South: L-2
Trinity Ct: E-6
Tucker St: E-6
Tyler St: D-7

U

Union St, East: G-7
Union St, West: G-6
Universal Dr: E-3

V

Vail St: F-7
Valley Dr: F-5
Valorie Ln: D-5
Van Buren St: E-7
Vance Rd: G-3
Vandemere Dr: F-3
Vantage Point: B-6
Varner Ct: F-7
Victoria Ct: H-12
Village Circle Dr (pvt.): C-8
Village East Dr (pvt.): C-8
Village West Dr (pvt.): C-7
Vine St: E-8
Virginia Dr, East: B-2
Virginia St: G-8

W

Wackerly Rd, East: D-10
Wackerly St, East: D-7
Wackerly St, West: D-4
Wakefield Dr: D-6
Walden Woods Dr: D-4
Waldo Ave: E-10
Waldo Rd, North: C-10
Waldo Rd: J-10
Wallbridge Ln: D-6
Wallen St: F-8
Walnut St: G-8
Walsh St: H-8
Walter Ct: I-9
Wanetah Dr: D-7
Warblers Way: D-3
Warwick St: D-6
Washington St: E-8
Waskevich Ln: A-8
Welch Dr: H-2
Wellness Dr (pvt.): E-5
Westbrier Ter: F-9
Westbury Ct: E-9
Westridge Dr (pvt.): D-3
Westview Dr: F-2
Wexford Ave: H-7
Wheeler Rd, East: E-10
Wheeler Rd, West: E-12
Wheeler St: E-7
Whiffletree Ln: D-8
Whippoorwill Hollow: A-5
Whisper Ridge (pvt.): E-6
Whispering Oak Dr: E-8
White Pine Way: F-5
Whitehall St: D-8
Whitewood Dr: E-9
Whiting Dr (pvt.): F-4
Whitman Dr: H-5
Wild Pine Ct: E-9
Wilder Rd, West: F-12
Wildes St: G-3
Wildflower Cir: D-8
Wildwood St: D-8
Willard St: E-8
William St: G-7
Willow St: H-10
Wilmington Dr: E-9
Wilson Dr: E-7
Wimbledon Ct: D-8
Winchester Ct: D-8
Windcrest Dr, South: J-1
Winding Creek: B-4
Windmill Dr (pvt.): I-10
Windsor Ct: D-4
Windstream Cir: C-7
Windy Gyle: D-4
Wingate Rd: F-9
Winslow Dr: G-12
Winterberry Ct: C-3
Wintergreen Dr: D-4
Wisconsin St: G-8
Wolfe Dr (pvt.): E-4
Wood Ct: G-9
Wood Pointe Ln (pvt.): E-8
Woodberry Dr: D-5
Woodbridge Ln: D-4
Woodcliff Dr: D-5
Woodcock Rd, South: J-2
Woodduck Way: D-2
Wooden Shoe Dr (pvt.): I-10
Woodhaven Pl: D-7
Woodland Estates Dr: A-8
Woodlawn St: F-7
Woodpark Dr: D-6
Woodside Dr: D-4

City of Jackson
Election Polling Locations

ACTION ITEM

Staff recommends that a motion be made to keep the polling places where they currently are located and at the time of redistricting in 2031 receive citizen input on the location of polling places for the 10 year period covered by any boundary changes.


CITY OF
JACKSON
MICHIGAN
TRUE Community City Square
ANNUAL REPORT 2022



A Message from the CITY MANAGER

With the COVID-19 storm clouds starting to part, the City of Jackson enjoyed more sunny days in 2022. I'm pleased to present the 2022 Annual Report, which demonstrates the "new normal" we've been anticipating for several years.

Following the lifting of a City facility mask mandate in the winter, 2022 resembled the busy schedule of projects, programs and events we were familiar with prior to the pandemic. While some would prefer to go back to the days before COVID, I believe the City of Jackson emerged stronger than it was previously, bolstered by the dedication of our officials and staff.

A new City Council session and signage upgrades from a City Seal change brought fresh energy to City Hall this year. There was also more connectivity among City departments, with employees advocating for improving the overall function of the City.

Pandemic financial concerns continued to ease thanks to American Rescue Plan (ARP) funds. During calendar year 2022, the City Council allocated a total of $11.1 million in ARP funds to public safety, water infrastructure, and community promotion to ensure this gift from the federal government was going directly into improving Jackson.

Housing issues continued to be top of mind, with the City supporting several affordable housing initiatives and starting efforts to address homelessness. We also saw long-awaited movement on two key City-owned properties. The future redevelopment of the Hayes Hotel and plans to use the City Center (formerly Masonic Temple) for a food service center are both creating a lot of excitement that will last beyond this year.

While there will always be challenges to overcome, I am confident our community will continue to come together, furthering the grit and resiliency on display over the past two years.

Jonathan Greene
City Manager

Front cover photo: Community gathers in Horace Blackman Park for a Food Truck Tuesday event.

TREASURER & INCOME TAX OFFICE

The City of Jackson runs the **TREASURER'S OFFICE** and **INCOME TAX** administration jointly and both are administered by City Treasurer Martin Griffin.

Property taxes, income taxes, water bills, special assessments and parking violations are all paid through the Treasurer's Office. Payments can be made in person, in our drop box, online, or through the U.S. Mail.

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 tax 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.

Efforts are ongoing to bring all residents into compliance with the Income Tax Act. Assessments, collection agencies and warrants are all measures utilized by the City to collect unpaid or unreported taxes.



Martin Griffin
City Treasurer

CITY CLERK'S OFFICE

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:

- Collaborated with the Election Commission to institute new ward and precinct lines.
- Displayed new signage at polling places to reflect precinct changes.
- New ballot drop box and surveillance camera system installed at City Hall to ensure the security of returned absentee ballots.
- Obtained new ballot containers for additional ballot security.
- Utilized new office equipment to provide faster processing for voters who request a ballot in person.
- Aug. Primary Election: 240% increase in the number of absentee ballots.*
- Nov. General Election: 190% increase in the number of absentee ballots.*
- Increased the number of registered voters compared to the previous year.

*Numbers compared to the 2018 primary and general elections.



Andrea Muray
City Clerk

CITY ASSESSOR'S OFFICE

The **CITY ASSESSOR'S OFFICE** is responsible for determining the assessed and taxable value for all property in the City of Jackson. The office answers 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, legal descriptions, owners of land and qualifications for filling of State exemptions.

Additionally, the Assessor's Office 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



Garden and Jackson sign that greets drivers as they move through the N. Elm Avenue roundabout from I-94 into Jackson.

CITY ATTORNEY'S OFFICE

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 defends the City against lawsuits, works to resolve citizen complaints, and drafts City ordinances, resolutions, contracts, and real estate documents. Other services include defending the City Assessor's Office in real and personal property tax cases filed with the State Tax Tribunal, responding to subpoenas, and tracking legislation affecting the City.

City Attorney Matthew Hagerty and his staff successfully defended the City in several lawsuits this past year including a proposed class action suit in the Michigan Court of Appeals; a variety of contract claims; and other complex civil litigation. The office continues to monitor the legal requirements of American Rescue Plan dollars the City has received; drafted ordinances at the City Council's direction; and engaged with citizens, businesses and non-profit entities throughput the City on a multitude of legal topics. The City Attorney's Office provides advice to all City departments on a variety of legal matters that impact their daily operations.



Matthew Hagerty
City Attorney

Hagerty's staff consists of an attorney who handles Administrative Hearings Bureau cases, an attorney who handles criminal prosecutions in 12th District Court, and two paralegals. The following is a synopsis of just some of the matters that were handled in 2022 by the legal department:

- 1,356 criminal cases were prosecuted in the 12th District Court.
- 357 police reports were reviewed for possible arrest warrants and, of those, 320 resulted in criminal charges being filed in the District Court.
- 396 new zoning, housing, garbage, and other blight-related ordinance violations were prosecuted in the City's Administrative Hearings Bureau.
- 55 cases were filed in Small Claims Court against property owners who failed to comply with their judgments. Outstanding judgments with smaller balances were referred to a collection agency.
- 56 insurance claims were processed for incidents ranging from flooding and tree limb damage to malicious destruction of property and vandalism.
- 327 Freedom of Information Act (FOIA) requests were processed by the City Attorney's Office staff.

CITY MANAGER'S OFFICE

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.

Administrative Assistant to the City Manager Lisa Moutinho administered the sale of 45 vacant lots this year, bringing $22,805 in additional revenue to the City. Side lot sales slowed down in 2022 due to less resident demand and the City Manager's Office pivoting to selling lots for new home construction.

A collaboration with the Anchor Initiative to provide economic development for the City of Jackson continued this year, resulting in the sale of the Hayes Hotel property. Other development efforts brought plans for a food service training center and incubator at the City Center (former Masonic Temple).

Working with staff, the City Council, and community organizations, the City Manager's Office led efforts in late 2022 to address homelessness in Jackson. Part of this effort had the City working with Jackson Public Schools to acquire the vacant T.A. Wilson Academy building to use as a homeless shelter.

The City Manager's Office continued to make employee engagement and teamwork a priority in 2022. Monthly all-staff Zoom meetings and staff events continued to build connections among City employees. Department and division heads participated in Extreme Ownership training throughout the year.

DIVERSITY, EQUITY & INCLUSION

The **DEPARTMENT OF DIVERSITY, EQUITY AND INCLUSION (DEI)** entered its second full year in 2022. Headed by Chief Equity Officer John Willis, DEI works with the City Manager to create, maintain and promote opportunities that enhance diversity, equity and inclusion in the City of Jackson. 2022 department highlights include:

- Presented report to City Council and community organizations on how 1930s redlining and 1960s urban renewal had a lasting negative impact on the City's south side.
- Assisted City's Human Resources in revising job descriptions and employment outreach to attract more diverse applicants.
- Continued leading Diversity Action Team for City employees, creating a safe space for conversations about current social issues.
- Worked with Public Information Officer to organize LGBTQ Community Forum at Jackson City Hall to mark 5th Anniversary of Non-Discrimination Ordinance.
- Hired new DEI Office Administrator Leticia Albarran Rodriguez.



Members of the MLK Corridor Improvement Authority.

DEI also staffs the Human Relations Commission, Racial Equity Commission, Youth Council and MLK Corridor Improvement Authority. Commission highlights include:

- Racial Equity Commission proposed changes to the City's bidding process to allow disadvantaged business enterprises to obtain contracts for City-related work. The commission also hosted a Community Meet and Greet to engage the community on the commission's work and understand other racial equity efforts in Jackson. More than 100 people attended the event.
- With approval from the City Council, the MLK Corridor Improvement Authority expanded its boundaries to include more properties on S. Cooper Street. Following a presentation from Chief Equity Officer John Willis about a history of discriminatory practices on the City's south side, the City Council allocated $4.5 million in American Rescue Plan funds to support the authority's work.

HUMAN RESOURCES

The **HUMAN RESOURCES DIVISION** 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. 2022 Human Resources numbers:

- 304 employment applications reviewed by staff to hire, promote or transfer 55 full-time employees.
- 221 full-time and 11 part-time employees by end of 2022 for a total of 232 City employees.
- 34 new hires and 17 promotions.
- 5 terminations, 13 resignations and 2 retirements.
- No positions eliminated.
- 50% increase in employees utilizing City of Jackson employee assistance program through Henry Ford Enhance EAP compared to 2020.



Human Resources Manager Doria LaPorte (left) and Labor Relations Technician Tabitha Bos (right).

Coming out of the COVID-19 pandemic, Human Resources remained flexible to help the City adapt to changing work situations and new challenges. The division implemented new HR software in 2022 to attract and keep talent, streamline work tasks, increase reporting capabilities, and gather employee data. HR staff continued their championing of initiatives from the City's Diversity, Equity and Inclusion (DEI) Department by serving on the DEI committee, along with leading the DEI Internal Policy and Practices Team.

COMMUNICATIONS

The City's **COMMUNICATIONS** section is run by Public Information Officer Aaron Dimick under the direction of the City Manager. Communications highlights from 2022 include:

- Dispersed 66 news releases to local media outlets.
- Represented the City in dozens of television, radio, digital media and print interviews.
- Grew social media accounts to include 15,000 Facebook followers, 2,300 Twitter followers and 2,000 Instagram followers.
- Launched new parks and trails section of City website, including a new interactive map.
- Oversaw the updating of signage and City imagery to replace the former Andrew Jackson City seal with the new City Seal and logo.



Public Information Officer Aaron Dimick shows the new City logo flag he designed.

- Designed two new City flags to show the new City Seal and logo.
- Managed upgrade of City Council Chambers to include new cameras and audio equipment for improved meeting broadcasts, display monitors and new City Seal signage.
- Replaced printed City Hall lobby directory with digital monitor.
- Wrote, designed and mailed four seasonal newsletters to residents and businesses.
- Collaborated with the Jackson Pride Center to host a LGBTQ forum at City Hall.
- Facilitated naming of five plow/salt trucks through social media survey.

DOWNTOWN DEVELOPMENT AUTHORITY

The **DOWNTOWN DEVELOPMENT AUTHORITY (DDA)** creates a vibrant downtown for all to enjoy. The DDA plans numerous downtown events throughout the year, such as car shows, food truck events, sidewalk sales and art walks. These events help increase foot traffic in the area and support downtown businesses.

The authority works to bring new businesses and apartments to the downtown area, communicating closely with local leaders. Loan and grant opportunities from the DDA assist businesses with facade, interior and sign improvements. Three new retail hanging signs and three facade improvements were funded through this program in 2022.

The DDA also runs the Grand River Farmers Market, sells gift certificates for downtown businesses, and oversees the special event application process for the City.



Vendor Ben Marks poses with his offerings at the Grand River Farmers Market in June 2022.

A full schedule of summer events returned in 2022. The authority sponsored and promoted several downtown shopping events, such as the Fall Festival and Christmas in the City. To assist bars and restaurants recover from the COVID-19 pandemic, the DDA finalized plans for a downtown social district and assisted establishments with outdoor seating areas.



Downtown Jackson businesses continued to flourish with sweet success in 2022.

(ABOVE) The Blue Julep moved from a shop on N. Jackson Street to a bigger location on W. Michigan Avenue and obtained a new sign through a DDA program.

(RIGHT) Yvette and Robert Wilkie of RJ's Heavenly Delights expanded to owning and operating the Metropolitan Ice Cream Co. on E. Michigan Avenue.



COMMUNITY DEVELOPMENT

The **COMMUNITY DEVELOPMENT DEPARTMENT (CD)**, formerly known as the Department of Neighborhood and Economic Operations, 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.



Choice Neighborhood Plan ambassadors pose in front of a model of downtown. The model was used at community events for residents to identify housing needs and locations.

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 2022, the department issued 594 building permits with an estimated construction value over $25 million. In addition, 521 electrical, 570 mechanical, and 382 plumbing permits were issued and inspected. CD staff also oversaw the demolition of 47 housing units (30 residential structures), 13 garages, and five commercial buildings.

CD provided over $114,000 in rehabilitation loans to complete 8 projects for low-to-moderate income homeowners. Neighborhoods remained clean and livable, inspectors wrote 988 garbage violation citations, 131 inoperable/unlicensed vehicle citations, 63 tree/noxious weed violation citations, 43 instances of working without a permit, and 158 zoning violation citations. Beginning in April 2022, inspectors began warning property owners of violations to provide an opportunity to correct the situation before citations were issued, resulting in about 75% compliance overall. Housing inspections were initiated in over 2,900 non-owner units, as well as investigating 32 individual complaints reported by tenants.



New housing goes up on W. Prospect Street.

A highlight of 2022 was Community Development working with the Jackson Housing Commission on the Downtown Choice Neighborhood Plan. The City of Jackson was selected as one of eight cities nationwide to receive a Choice Neighborhood Planning Grant from the U.S. Department of Housing and Urban Development (HUD). The plan brought together residents at community events to collect feedback on housing needs in the downtown neighborhood. With Reed Manor being replaced with new housing in the coming years, the plan was essential to understand the needs of residents moving forward.

The department was also engaged in working to provide more affordable housing and combat homelessness. This included working with a developer on two prospective workforce housing developments on N. Blackstone Street and Greenwood Avenue. Efforts also began to attract home builders to build new housing on vacant City property.

PARKS, RECREATION & CEMETERIES

The **PARKS, RECREATION AND CEMETERIES DEPARTMENT** consists of 28 parks, two cemeteries, three recreation facilities, the oldest public golf course in the county, and several miles of multi-trail systems.

PARKS: There were several projects throughout the year:

- Reopened the Nixon Water Park after a two season pandemic closure.
- Started construction for a new playground, pavilion and walking path at Loomis Park.
- Installed new heating and cooling system for the Boos Recreation Center and finalized renovation plans.
- Upgraded the Ella Sharp Park Golf Course Learning Center.
- Added new greens to the Ella Sharp Park Miniature Golf Course.
- Designed improvements for Optimist Park.
- Planted tree in Elnora Moorman Plaza to recognize Asian American and Pacific Islander Heritage Month.
- Partnered with People for the Parks and Trails on park cleanups and holiday lights in five parks.
- Furthered collaboration with Grow Jackson on their garden at the Howard Woods Recreation Complex.

RECREATION: The Recreation Department provides a variety of athletic, enrichment and special event programs throughout the year for all ages. The department is also the first employment stop for up to 300 local youths and college students. Programs expanded and centers reopened in 2022 coming out of the COVID-19 pandemic. Highlights from the year:

- Launched collaboration with the Jackson YMCA to share lifeguards for the Nixon Water Park and provide swim lessons.
- Provided college courses at the MLK Recreation Center through Jackson College.
- Teamed up with AARP Michigan to offer Walk, Roll and Stroll Jackson events.
- Worked with Jackson Public Schools on aquatic programs at the Jackson High School Natatorium.
- Partnered with the Jackson Symphony Orchestra and Jackson School of the Arts on new programs at the MLK Recreation Center.
- Continued softball and baseball with the assistance of Jackson High School baseball and softball programs.

TRAILS: The trail system continued to expand:

- State and federal funding secured to reconstruct 2 miles of the MLK Equality Trail in coming years.
- Installed 62 LED lights on the MLK Equality Trail from W. Prospect Street to Weatherwax Drive.
- Received two new trash cans for the MLK Equality Trail donated by People for the Parks and Trails.



Resident volunteers cleaning up Grover Leake Park.



Improvements for the MLK Equality Trail continued in 2022.



Cheerleading Camp at Withington Stadium in summer 2022.

CEMETERIES: The City of Jackson owns and operates Mt. Evergreen and Woodland Cemeteries, both are considered historical landmarks. The cemeteries are fully operational and provide burials, marker settings, and operation of maintaining the cemeteries. 2022 numbers:

- 25 cremations
- 53 full burials
- 66 foundations

POLICE DEPARTMENT

As with any year in law enforcement, 2022 brought many challenges to the **JACKSON POLICE DEPARTMENT (JPD)**. Without hesitation, staff answered the call and continued their commitment to serving the citizens of our community. Serving with dignity and respect is our commitment.

This year brought a visible change to our officers and police headquarters. The adoption of a new City seal in 2021 prompted logo, patch, uniform and various signage upgrades.

A goal of implementing Group Violence Intervention (GVI) continued. GVI is a strategy focused on reducing homicides and gun violence, minimizing harm to communities through deterrence, and fostering stronger relationships between police and the people they serve. A huge step was hiring GVI Coordinator Cheryl Ragland. Cheryl began her position in June and was pivotal in the implementation of GVI. A Thanksgiving Turkey Drive-Thru event in Nov. organized by GVI had officers distributing 150 free turkeys.



GVI Coordinator Cheryl Ragland

In addition to GVI, other investigative and community efforts got underway to address gun violence. Early indications show these efforts are paying dividends. Gun homicides decreased from seven in 2021 to four in 2022. Total gunshot victims reduced from 31 in 2021 to 14 in 2022. JPD is committed to reducing these numbers even further in the coming years.

JPD found success using an Automated License Plate Reader system, refereed to as FLOCK. The system uses 10 special cameras at intersections across the City of Jackson to capture photos of license plates. The plates are run through various law enforcement databases and will generate an alert when there is a match. The FLOCK system can help locate stolen license plates and vehicles, along with vehicles associated with wanted subjects and crimes.

Six new patrol officers were hired in 2022. Ending the year with 33 patrol officers meant there was only one officer vacancy. Having an adequate number of patrol officers provides quicker response times, in addition to improving safety for the community and the department as a whole.

This year brought many changes to our staffing throughout the department, but what remained the same is our obligation to providing quality service to the community. Overall, there was a 2% decrease in total crime from 2021 to 2022. The department will continue to strive to help create a safer community for the City of Jackson.



Director Elmer Hitt wears the new 2022 patch while handing off a free turkey at the Turkey Drive-Thru event in Nov.



JPD Honor Guard at the Jackson County Law Enforcement Memorial in May. This was the first public memorial since 2019 due to the pandemic.

FIRE DEPARTMENT

New equipment and facility upgrades made 2022 a memorable year for the **JACKSON FIRE DEPARTMENT (JFD)**. Station No. 2 on S. Milwaukee Avenue reopened in Jan. after being closed for 11 years. The station was reopened to provide better response times to the southern half of the City and improved mutual aid to Summit Township.



Fire Station No. 2 reopened in 2022 and received a substantial renovation.

A new Pierce pumper truck and facility renovations, made possible by American Rescue Plan funds, helped ensure Station No. 2 was functioning to the best of its ability. The renovations included improving parking and access to the building, installing taller bay doors, new roof, and interior improvements. Thanks to the support of City leaders, this station will be in good shape for years to come.

Station No. 1, JFD's Central Fire Station, also received some long-awaited attention in 2022. Infrastructure upgrades outside the station brought a new parking lot, sewer line, water main and the moving of two hydrants.

Firefighters continued to step up to new opportunities and challenges. JFD created a Fire Inspector position to improve its fire inspection program. Firefighter Tyler Whitehead was promoted to Fire Inspector in the fall. JFD launched its first-ever Car Seat Inspection Program in 2022, becoming the only organization certified to do car seat safety checks in Jackson County. This program was initiated by Firefighter Matt Jabkiewicz, who organized car seat check up events throughout the later half of 2022.

There was a 4% increase in calls this year compared to 2021 numbers, bringing a total of 5,399 service requests. Increased cooperation with neighboring fire departments improved training for crews to work safely at emergency scenes.



Firefighter Matt Jabkiewicz (left) and Police Reserve Officer Gavin Fowler (right) provided car seat inspections in 2022.



Firefighters trained at the former St. Joseph Catholic School in July prior to its demolition.

FINANCE DEPARTMENT

The City's **FINANCE DEPARTMENT** handles all centralized accounting and finance functions of the City. These include responsibilities relating to the preparation of budgets, financial statements, and audit schedules on a monthly and annual basis. In addition, the Finance Department processes payroll, accounts payable, and accounts receivable on a regularly scheduled basis.

The department also serves as administrative staff for the City's three pension plans whose net assets currently exceed over $97 million. The Finance Department also acts in an administrative oversight capacity for the City's Management Information Systems Division as well as the Water and Sewer Billing/Public Works fiscal staff. The Finance Director also acts as the City's Purchasing Agent. A summary of activity during the year is as follows:

- Processed payroll for approximately 525 different employees (250 full time and 275 part-time) for a total payroll of approximately $17.4 million.
- Maintained records for approximately 385 pensioners with benefit payments of over $9.9 million.
- Issued over 5,100 accounts payable checks to vendors totaling approximately $75 million.
- Processed approximately 1,600 invoices for various City charges totaling over $6.3 million.

The City of Jackson recently received the "Certificate of Achievement for Excellence in Financial Reporting" for its Comprehensive Annual Financial Report for the fiscal year ending June 30, 2021. This Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of State and local government financial reports. In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized Comprehensive Annual Financial Report, whose contents conform to program standards. The City has received this award for 30 straight years.

In Dec. 2012, Standard & Poor's affirmed the City's "A-" rating on the City's general obligation bonds and upgraded the City's outlook from "stable" to "positive". In Feb. 2013, the City was again upgraded to "A+" with a "stable" outlook on all of its general obligation debt. This more recent upgrade was largely the result of the City's commitment to financial stability through the adoption of a fund balance policy in late 2012 and the City's commitment to reduce health and pension costs. This ratings upgrade has allowed the City to save several million dollars in interest on bond issues and refinancings since that time.

The City has three self-administered pension plans. P.A. 202 of 2017 requires that the City report the funding levels of each plan, as well as the OPEB plan, annually. Funding levels for the pension plans that are under 60% need to demonstrate that steps are being taken to improve its respective funding status. As of June 30, 2022, all three of the City pension plans were over the 60% threshold and will not need to further demonstrate the steps taken to improve their funding.

2022 saw the retirement of long-time Finance Director Phil Hones. Assistant Finance Director Heather Ehnis became the City's new Finance Director in Dec. 2022.

Pictured: Front entrance to City Hall, where new signage was installed in early 2022.

FISCAL YEAR
ENDING JUNE 30, 2022

	Revenues	Expenditures
GENERAL FUND	**$30,746,284**	**$28,224,413**
Special Revenue Funds:		
Major Street Fund	6,757,533	7,788,806
Local Street Fund	1,429,261	1,480,672
Ella W. Sharp Park Operating Fund	843,341	897,086
Affordable Housing	134,540	134,540
Public Improvement Fund	1,241,882	1,250,613
Cortland St. Redevelopment Projects Fund	10,201	40,020
Building Department Fund	571,225	469,734
Housing Code Enforcement Fund	1,128,618	1,085,397
Building Demolitions Fund	364,868	337,456
Drug Law Enforcement Fund	28,899	19,299
Police/Fire Grant Funds-Various	82,617	82,617
SAFER Grant	192,526	192,526
Community Development Block Grant Funds	2,019,978	2,019,978
CESF Program Fund	5,362	5,362
American Rescue Plan Act	161,865	161,865
Recreation Activity Fund	212,105	176,421
Recreation Millage Program Fund	645,536	625,193
	$15,830,357	**$16,767,585**
Debt Service Funds:		
City Hall Refunding Debt Service Fund	753,520	732,722
2016/20 Capital Improvement Bond Debt Service Funds	1,816,898	1,809,810
2017 Michigan Transportation Bond Fund	761,350	761,350
DDA TIF Debt Service Funds	2,803,617	2,803,617
BRA TIF Debt Service Funds	1,174,404	1,174,404
Special Assessment Debt Service Fund	157,358	157,358
	$7,467,147	**$7,439,261**
Capital Project Funds:		
Capital Projects Fund	115,849	121,594
Brownfield Redevelopment Authority Fund Downtown	1,516,054	1,444,191
Development Authority Project Fund	3,365,159	2,803,617
MLK Corricor Improvement Authority Project Fund	97,045	97,045
2020 Capital Improvement Bond Construction	12	7,961
Special Assessment Capital Project Fund	1,104,061	793,198
	$6,198,180	**$5,267,606**
Enterprise Funds:		
Automobile Parking System Fund	94,742	262,753
Parking Assessment Fund	235,375	257,712
Parking Deck Fund	13,534	282,153
Sewage Fund	7,101,073	7,080,531
Water Fund	13,444,866	5,395,440
	$20,889,590	**$13,278,589**
TOTAL OPERATING FUNDS	**$81,131,558**	**$70,977,454**

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

DEPARTMENT OF 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. In winter, snow and ice removal is the priority.

The **UTILITY BILLING DIVISION** changed the look and format of the water and sewer bills. The new layout is streamlined, easier to read and is more informative. The new cut-away section provides customers with all payment options and leaves plenty of space for billing items, customer information and important messages regarding services. Staff sent out 71,212 bills in fiscal year 2021-22 for water and sanitary sewer service for a total amount of $15,911,459.47.

The **WATER METER SERVICES DIVISION** completed 6,892 calls for service. These calls included emergency turn offs, water turn ons, investigations for disruption of service, low pressure, and leaks.

The **WATER TREATMENT PLANT** and **WASTEWATER TREATMENT PLANT** operate 24 hours a day, 7 days a week by 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 2021-22, the Water Treatment Plant produced and delivered 2.2 billion gallons of safe drinking water to customers. The water is tested daily in the City's certified testing laboratory according to Environmental Protection Agency (EPA) and State regulations. The Water Treatment Plant started a $1.1 million clarifier rehabilitation project, and a $400,000 sodium hydroxide replacement project. A Drinking Water State Revolving Fund (DSFRW) loan was secured for more projects at the treatment plant.

The Wastewater Treatment Plant provides service to over 85,000 residents and businesses in the City, surrounding townships, and the State Prison of Southern Michigan. Wastewater coming to the plant in fiscal year 2021-22 averaged approximately 12.1 million gallons per day, or 4.4 billion gallons treated during the year. Pollutants are removed from the 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 Water Treatment Plant completed a Filter Gallery piping project to replace aging pipes, valves, and actuators. This included some of the main arteries in the water plant.

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 8 miles of State highways in the City. Maintenance activities include street maintenance and repairs, including over 2,546 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 main, 1,670 hydrants and 2,412 valves.

In 2022, crews repaired 21 water main breaks, exercised 677 water main valves, replaced five water main valves, repaired 156 hydrants, replaced nine hydrants, installed 27 new water services (15 of them were full lead line replacements), replaced 48 curb stop valves and retired three water mains/water services.

Hindered by a large volume of leaves falling early in the season, loose leaf collection was completed in mid-Dec.

Lead service line replacements continued in 2022, with DPW staff completing 15 lead line replacements and planning hundreds of replacements in the coming years.

The **PUBLIC WORKS FISCAL SERVICES DIVISION** continued to secure funds for infrastructure upgrades for the water plants from State and federal government sources.

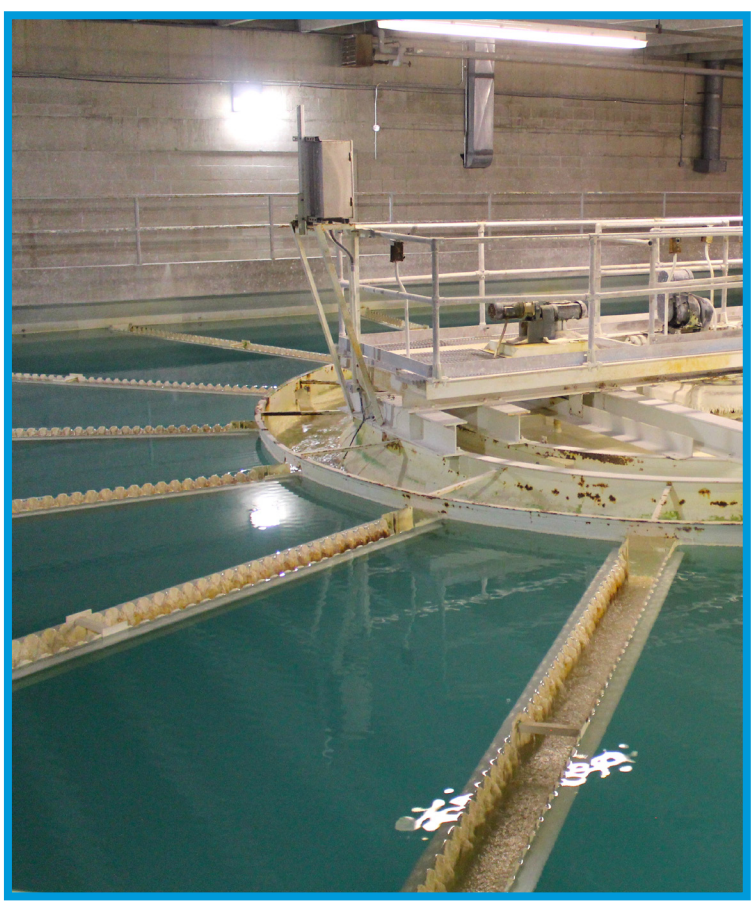
This included working with the City Council to allocate $4.1 million in American Rescue Plan funding for infrastructure upgrades at the water treatment plants, including the acquisition of new equipment to replace antiquated equipment in the Motor Pool fleet.

DPW staff assisted in applying to obtain a DSFRW loan in the amount of $11.9 million with principal forgiveness of $2.3 million for improvements to the electrical equipment and the primary clarifiers at the City's Wastewater Treatment Plant.

The department aided in obtaining $1.7 million in federal grants from the EPA Community Project Funding under the Consolidated Act of 2022, to replace the water transmission main near Jackson's historic train depot.



Staff from various Public Works divisions come together for a photo at the DPW Operations Center.



Upgrades continued at the Water Treatment Plant.



DPW plow/salt truck responds to a winter weather event.

ENGINEERING DIVISION



The E. High Street Bridge was replaced in 2022 by the Michigan Department of Transportation.

The **ENGINEERING DIVISION** bid and managed 24 projects in 2022 totaling over $9.35 million. The division also participated in two projects administered by the Michigan Department of Transportation, the E. Washington Avenue Bridge over the Grand River in the Bridge Bundle Package ($1.25 million) and the N. Jackson Street and N. Mechanic Street railroad bridges ($32.35 million). As part of water main projects, Engineering replaced 58 lead service lines in 2022.

Construction projects included:

- E. High Street Bridge over the Grand River – superstructure and pier cap replacement.
- S. West Avenue: Carlton Boulevard to W. Michigan Avenue – water main replacement.
- Greenwood Avenue: Griswold Street to W. Morrell Street – mill and fill with asphalt pavement along with new signals at Fourth Street and Greenwood Avenue, plus Fourth and W. Prospect Street.
- Intersection improvements with new signals at S. West Avenue and W. Franklin Street, S. West Avenue and W. Morrell Street, and E. Ganson Street and N. Elm Avenue.
- MLK Equality Trail: Weatherwax Drive to W. Prospect Street– installed new LED lighting.
- E. Michigan Avenue: N. Cooper Street to Horton Street – lead service line replacements.
- Parking lot seal coating – crack fill, seal coating and line painting in five parking lots.

Design projects included:

- Pearl Street loop of the north branch water transmission main.
- Water main engineering for 4-inch water main replacement on eight streets.
- N. Perrine Street: E. Michigan Avenue to E. Pearl Street- street and water main design.
- Trail crossing enhancements engineering.
- Interceptor sewer rehabilitation engineering.
- MLK Equality Trail construction engineering.

Miscellaneous Projects included:

- Asphalt crack treatment, pavement marking, Durand Street and Pearl Street drainage corrections, Wildwood Avenue water main: Lydia Street to Steward Avenue, Winthrop Street storm sewer replacement, High Street patching, and the traffic signal maintenance contract.

Engineering staff also participated on the Jackson Area Comprehensive Transportation Study Technical and Policy Committees and the University Region Bridge Council.



Water main and lead service line replacement project on S. West Ave.



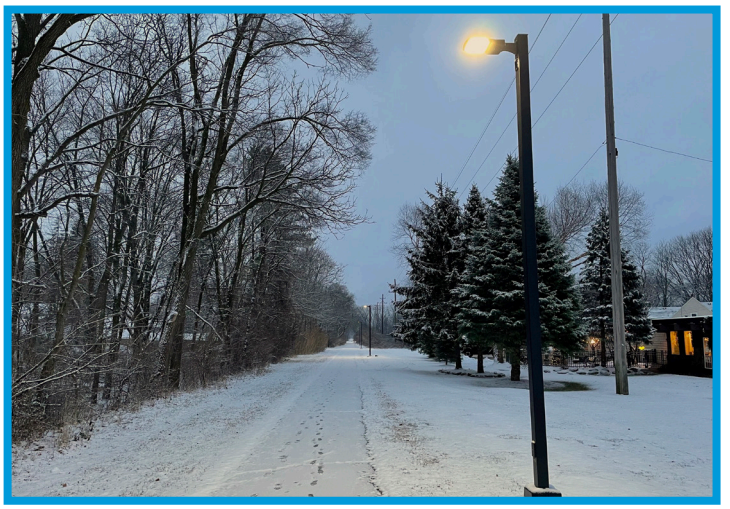
Lead line replacement on E. Michigan Ave.



Completed construction project at S. West Avenue and W. Franklin Street.



New pavement on Greenwood Avenue.



New lights installed on the MLK Equality Trail.

AROUND THE CITY



Mayor Daniel Mahoney dedicates a tree in Elnora Moorman Plaza in May to honor Asian American Pacific Islander Heritage Month.



Rendering of a rejuvenated Hayes Hotel. The property was sold to a developer for a mixed-use development in 2022 after City ownership for 19 years.



Technology and signage upgrades were completed in the City Council Chambers in Dec.



A new absentee ballot drop box was installed outside City Hall ahead of the Nov. Election.

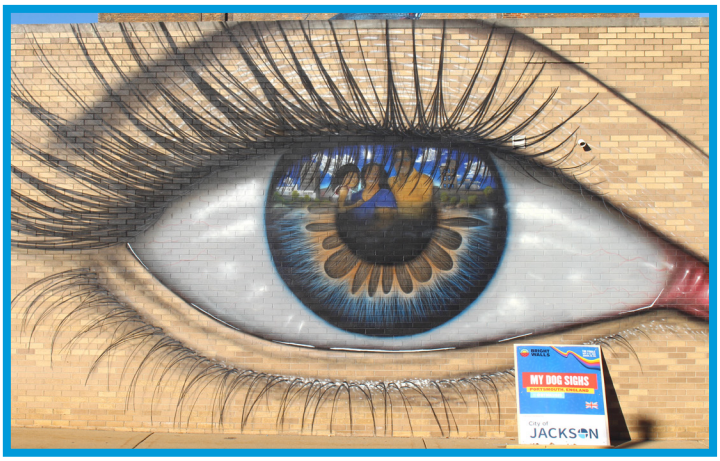


The Nixon Water Park reopened in June 2022 after a two season pandemic closure. The Parks and Recreation Department collaborated with the Jackson YMCA on sharing lifeguards to overcome a lifeguard shortage.

AROUND THE CITY



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



The final Bright Walls Mural Festival was held in Sept. This mural on E. Cortland Street was sponsored by the City of Jackson.



The MLK Recreation Center expanded programs in 2022 to include arts and music. In April, Jackson native and composer Marcus Norris performed with the members of the Jackson Symphony Orchestra for a special concert at the center.

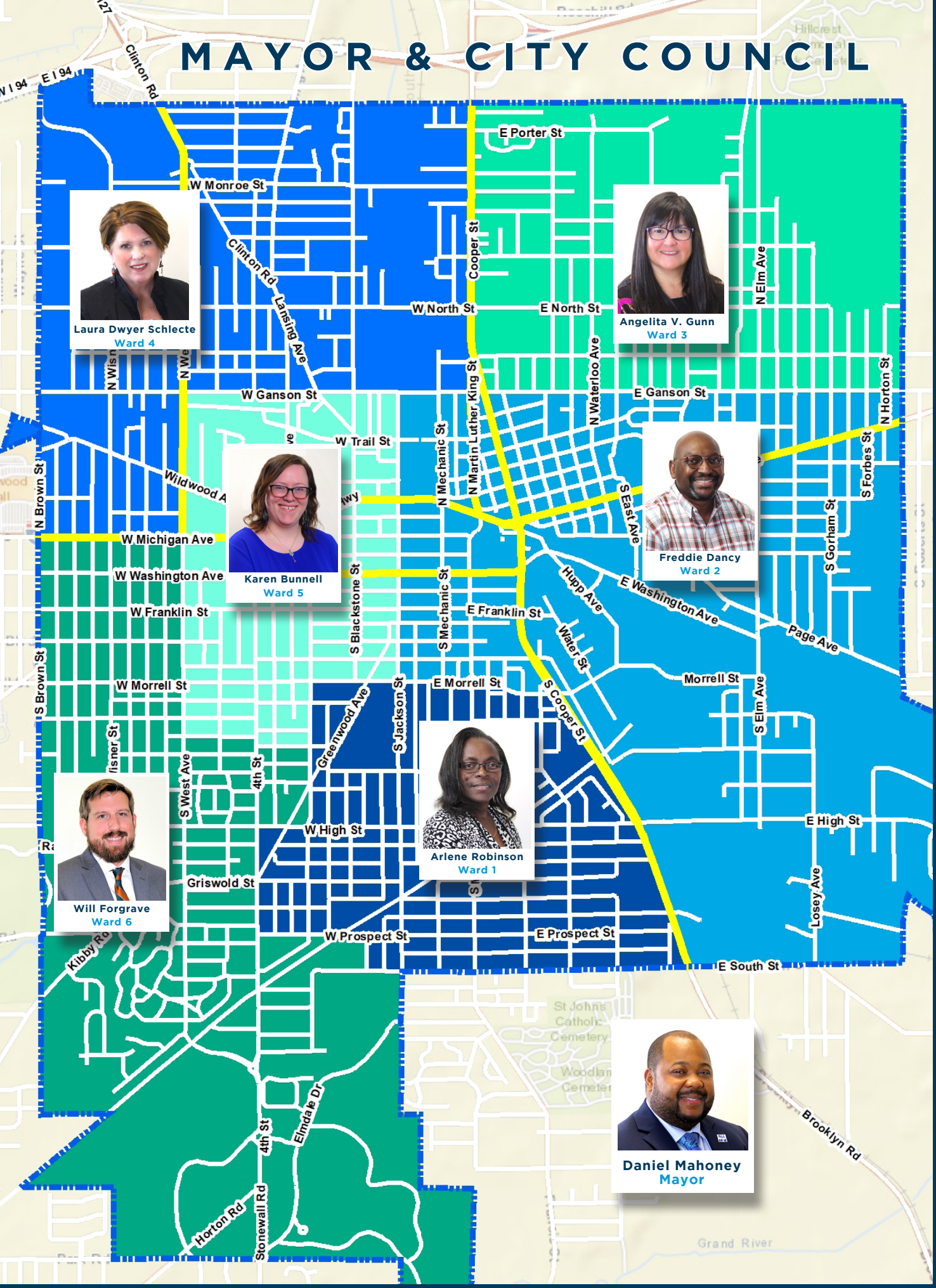


Five slow/salt trucks were given Jackson-centric names in 2022: Jackson Frost (pictured), Cas-Blades, Cooper Scooper, Cold Air Jubilee and Grand Shiver.



A new sign is unveiled in Dec. at the MLK Recreation Center to highlight the ongoing partnership between the City and Jackson College to offer college courses at the center.

MAYOR & CITY COUNCIL



CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through January 31, 2022

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through January 31, 2022.

Attached is a memo from Shane LaPorte, the Director of Community Development, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through January 31, 2022. Monthly expenses includes Personnel Salaries & Expenses, Administration Expenses, Homeowner Emergency Hazard / Major Component Project Cost, Demolition Expenses, CHDO Operating Costs, and CHDO Reserve Habitat for Humanity Deland Project Expenses

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through January 31, 2022. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: February 21, 2023

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through January 31, 2023

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending January 31, 2023.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- Homeowner Emergency Hazards / Major Component Cost
  - 313 Taylor St – Electrical
- Demolition Expense
  - 416 Randolph
  - 355 Cooper
    - Pre-Demo Cost (ETC)
      - 158 Randolph
- CHDO Reserve (Habitat for Humanity – Deland Project)
- CHDO Operating Expense

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through January 31, 2023.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Seven Months Ended January 31, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	Administration & Planning							
	FY 2021/2022	145,000	109,937	-	35,063	145,000	-	100.0%
	FY 2022 / 2023	120,000	-	11,048	14,209	14,209	105,791	11.8%
	Code Enforcement							
2	City Attorney Office							
	FY 2021/2022	20,000	20,000	-	-	20,000	-	100.0%
	FY 2022 / 2023	25,000	-	-	5,829	5,829	19,171	23.3%
	Rehabilitation Projects							
3	Rehabilitation Administration							
	FY 2021/2022	135,000	108,932	-	26,068	135,000	-	100.0%
	FY 2022 / 2023	120,000	-	11,269	86,836	86,836	33,164	72.4%
4	City Emergency Hazard Repair Program							
	FY 2020/2021	497,059	479,248	335	17,811	497,059	-	100.0%
	FY 2022 / 2023	250,000	-	4,105	4,105	4,105	245,895	1.6%
	Street Projects							
5	Special Assessments							
	FY 2019/2020	25,000	4,365	-	1,715	6,080	18,920	24.3%
6	Cooley: Morrell to Biddle							
	FY 2021/2022	175,176	170,936	-	-	170,936	4,240	97.6%
7	Biddle: Mechanic to MLK Jr Dr							
	FY 2021/2022	134,702	130,463	-	-	130,463	4,239	96.9%
8	Perrine-Burr							
	FY 2021/2022	56,500	42,692	-	2,596	45,289	11,211	80.2%
	FY 2022/2023	463,000	-	-	-	-	463,000	**0.0%**

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Seven Months Ended January 31, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Recreation -Other Projects							
9	Loomis Park Court Improvements	312,849	304,867	-	-	304,867	7,982	97.4%
10	Boo Center Improvements							
	FY 2020/2021	305,000	245,982	-	-	245,982	59,018	80.6%
	FY 2021/2022	1,005,980	75,180	-	532,315	607,495	398,485	**60.4%**
	FY 2022/2023	241,133	-	-	-	-	241,133	**0.0%**
	Demolition							
11	Demolition							
	FY 2020/2021	300,000	241,639	12,556	58,361	300,000	0	100.0%
	FY 2021/2022	75,000	-	23,805	23,805	23,805	51,195	31.7%
	FY 2022 / 2023	150,000	-	-	-	-	150,000	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the Seven Months Ended January 31, 2023

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
1 Rehabilitation Assistance Program							
FY 2019/2020	55,068	54,384	-	-	54,384	684	98.8%
2 HOME Administration			-				
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	31,703	-	-	31,703	1,297	96.1%
FY 2021/2022	16,000	16,000	-	-	16,000	-	100.0%
FY 2022/2023	30,000	-	-	-	-	30,000	0.0%
3 CHDO Reservation							
FY 2019/2020	503,052	358,955	44,625	127,996	486,951	16,101	96.8%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
FY 2021/2022	118,329	-	-	-	-	118,329	0.0%
FY 2022/2023	129,404	-	-	-	-	129,404	0.0%
4 CHDO Operating Expenses							
FY 2019/2020	18,000	3,958	-	14,042	18,000	-	100.0%
FY 2020/2021	16,800	-	8,778	8,778	8,778	8,022	52.3%
FY 2022/2023	17,226	-	-	-	-	17,226	0.0%
5 Partnership Park - Homeowner Rehabilitation (CAA)							
FY 2021/2022	200,000	-	-	-	-	200,000	0.0%
FY 2022/2023	200,000	-	-	-	-	200,000	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Seven Months Ended January 31, 2023

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	CDBG-CV Admin City							
	FY 2020/2021	60,000	12,383	-	2,293	14,676	45,324	24.5%
2	CDBG-CV Admin CAA							
	FY 2020/2021	33,270	33,270	-	-	33,270	-	100.0%
	Homeless Prevention - Public Services							
3	Eviction Prevention							
	FY 2020/2021	120,000	120,000	-	-	120,000	-	100.0%
4	Foreclosure Prevention							
	FY 2020/2021	41,112	41,112	-	-	41,112	-	100.0%
5	Water Shut-off Protection							
	FY 2020/2021	35,313	35,313	-	-	35,313	-	100.0%
	Parks & Recreation							
6	Boos Center - HVAC	319,425	97,207	-	75,055	172,262	147,163	53.9%
7	Boos Center - Trail	336,325	-	-	-	-	336,325	0.0%

JACKSON
Founded 1829

CITY COUNCIL MEETING MINUTES

February 7, 2023

1. CALL TO ORDER:

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

2. PLEDGE OF ALLEGIANCE:

Council joined in the Pledge of Allegiance. Invocation was given by 6th Ward Councilmember Will Forgrave.

3. ROLL CALL:

Present:
Mayor Daniel Mahoney, Vice Mayor Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, Fifth Ward Councilmember Karen Bunnell, and Sixth Ward Councilmember Will Forgrave.

Absent:
None.

Also present:

City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, City Engineer Jon Dowling, Chief Equity Officer John Willis, and Director of Parks and Recreation Kelli Hoover.

4. ADOPTION OF AGENDA:

Motion - Adopt the agenda

Moved by: Angelita Gunn
Seconded by: Arlene Robinson

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

5. PRESENTATIONS/PROCLAMATIONS:

5.1 **A Proclamation declaring the week of February 1, 2023 to February 7, 2023 as Gun Violence Survivors Week.** 12

Gun Violence Survivors Week.pdf

Motion - Adopt the proclamation 12

Moved by: Laura Schlecte
Seconded by: Karen Bunnell

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

6. PUBLIC HEARINGS:

6.1 **Hearing of Necessity - Pavement Replacement on North Street, Wisner Street to West Avenue** 13 - 21

1. Resolution ordering the construction and preparation of the special assessment roll

Necessity - Pavement Replacement on North Street from Wisner to West Ave.pdf

Motion - Open the public hearing 13 - 21

Moved by: Angelita Gunn
Seconded by: Karen Bunnell

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

No comments were offered during the hearing.

Motion - Close the public hearing 13 - 21

Moved by: Laura Schlecte
Seconded by: Arlene Robinson

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

Motion - Approve the resolution ordering the construction and preparation of the special assessment roll 13 - 21

Moved by: Laura Schlecte
Seconded by: Will Forgrave

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

7. CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

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

8.1 **City of Jackson, Michigan Financial Statements** 22 - 29
As of and For the Six Months Ended December 31, 2022.

Monthly Financial Statements 2022-12-31.pdf

Motion - Accept and place on file the City of Jackson, Michigan Financial Statements as of and for the six months 22 - 29

ended December 31, 2022.

Moved by: Angelita Gunn
Seconded by: Laura Schlecte

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

9. CONSENT CALENDAR:

Motion - Approve the consent calendar.

Moved by: Will Forgrave
Seconded by: Arlene Robinson

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

9.1. **Minutes of the Regular Meeting of January 24, 2023** 30 - 39

Approve the minutes of the regular City Council Meeting of January 24, 2023.

CITY COUNCIL - Jan 24 2023 - Minutes - Pdf

9.2. **Accept with regret, the resignation of Bart Hawley from the Downtown Development Authority Board** 40

DDA - Bart Hawley Resignation.pdf

9.3. **Accept with regret, the resignation of Diane Cerqueira from the Local Officers Compensation Committee** 41

LOCC-DCerqueira Resignation.pdf

10. OTHER BUSINESS:

10.1. **City Homeless Efforts - Winter Sheltering of the Unhoused** 42 - 48

RIA 1-27-23 report 2.pdf

An update was given by City Manager Jonathan Greene.

11. NEW BUSINESS:

11.1 **Award the contract to Michigan Agribusiness Solutions LLC of Saginaw, Michigan, for the hauling and land applicaiton of biosolids from the Wastewater Treatment Plant** 49 - 132

Biosolids Removal - WWTP.pdf

Recommendation: *Award the contract to Michigan Agribusiness Solutions LLC of Saginaw, Michigan for the hauling and land application of biosolids removal at a price of $0.041 per gallon.*

Motion - Award the contract to Michigan Agribusiness Solutions LLC of Saginaw, Michigan for the hauling and land application of biosolids from the Wastewater Treatment Plant. 49 - 132

Moved by: Laura Schlecte

Seconded by: Angelita Gunn

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

11.2 Jackson Wastewater Treatment Plant Main Switchgear Project Change Order #1 133 - 136

Change Order #1 - WWTP Main Switchgear.pdf

Recommendation: *Approve Project Change Order #1, for the Jackson Wastewater Treatment Plant Main Switchgear Project to allow Expo Technologies LLC to perform the unforseen but necessary wire replacement in the amount of $16,839.00.*

Motion - Approve Jackson Wastewater Treatment Plant Main Switchgear Project Change Order #1 133 - 136

Moved by: Laura Schlecte

Seconded by: Karen Bunnell

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

11.3 **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for the removal of one streetlight.** 137 - 143

Engineering Consumers Streetlight Contr Change.pdf

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

Motion - Approve changes to the Standard Lighting Contract for streetlights with Consumers Energy for the removal of one streetlight. 137 - 143

Moved by: Laura Schlecte
Seconded by: Arlene Robinson

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

11.4 **Revoke Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment** 144 - 145

JARS Revoke Phase 1 conditional Marihuana License Packet.pdf

Recommendation: *Revoke conditional phase one facility license for JARS Holding LLC Medical/Adult Use Marihuana Provisioning Center at 156 Cooper.*

Motion - Revoke Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment by the name of JARS Holdings, LLC. 144 - 145

Moved by: Laura Schlecte

Seconded by: Will Forgrave

Aye	Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

11.5 **Approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment as per Ordinance Section 16-516** 146 - 147

Legends Green Venture LLC Class C Phase 1 Contitional License.pdf

Recommendation: *Approve a conditional Phase One facility licenses for Legend Green Venture LLC. One medical and one adult use Marihuana Class C Grower at 712 E. South Street, per Ordinance Section 16-516. Authorize the City Attorney to prepare the Development Agreement and Authorize the City Manager to sign the Development Agreement.*

Motion - Approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment as per Ordinance Section 16-516 146 - 147

Moved by: Karen Bunnell

Seconded by: Laura Schlecte

Aye	Daniel Mahoney, Arlene Robinson, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave
Nay	Freddie Dancy

Carried 6-1

11.6. **Approval of 'Community of Shapes' Art Sculpture at the MLK Equality Trail near the intersection of MLK Drive and High Street** 148 - 174

Community of Shapes Sculpture.pdf

Recommendation: *Approval of Doug Jones and Chris Turner's*

'Community of Shapes' Art Sculpture at the MLK Equality Trail near the intersection of MLK Drive and High Street and for the City Attorney and the Parks and Recreation Director to move forward with the artist agreement including delivery, installation and not to exceed $30,000 contract.

Motion - Approval of 'Community of Shapes' Art Sculpture at the MLK Equality Trail near the intersection of MLK Drive and High Street . 148 - 174

Moved by: Laura Schlecte
Seconded by: Arlene Robinson

Aye	Daniel Mahoney, Arlene Robinson, Freddie Dancy, and Laura Schlecte
Nay	Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 4-3

11.7 **No Mow May Resolution** 175 - 178

No Mow May.pdf

Recommendation: *Disapprove the resolution for "No Mow May" in the City of Jackson.*

Motion - Approve the resolution for "No Mow May" in the City of Jackson. 175 - 178

Moved by: Will Forgrave
Seconded by: Karen Bunnell

Aye	Daniel Mahoney, Arlene Robinson, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave
Nay	Freddie Dancy

Carried 6-1

11.8 **Approve the sale of City owned property located at 352 N. Grinnell Street, 823 Maltby Street, 612 E. Ganson Street** 179 - 180

and 704 E. Ganson Street to Fresh Start Real Estate Services, LLC

Fresh Start Property Sale.pdf

Recommendation: *Approve the sale of City owned property for $300 per lot, located at 352 N. Grinnell Street, 823 Maltby Street, 612 E. Ganson Street, and 704 E. Ganson Street to Fresh Start Real Estate Services, LLC for the purpose of building four new, single family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.*

Motion- Approve the sale of City owned property located at 352 N. Grinnell St., 823 Maltby St., 612 E. Ganson St., and 704 E. Ganson Street to Fresh Start Real Estate Services, LLC. 179 - 180

Moved by: Angelita Gunn
Seconded by: Will Forgrave

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

12. CLOSED SESSION:

Motion - Go into Closed Session

Moved by: Laura Schlecte
Seconded by: Karen Bunnell

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

Motion - Return to open session

Moved by: Laura Schlecte
Seconded by: Karen Bunnell

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

12.1 Conduct closed session pursuant to MCL 15.228(d) in order to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

Motion - Accept the staff recommendation on Item 12.1

Moved by: Laura Schlecte
Seconded by: Daniel Mahoney

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, and Karen Bunnell

Abstain Will Forgrave

Carried 6-0

Councilmember Forgrave stated his abstention was due to the public not knowing what the body was voting on and under the rules and policies of the City a member of Council cannot vote in favor of something that will enrich themselves and there is no way to confirm the vote would not do that..

12.2 Conduct closed session pursuant to MCL 15.228(d) in order to consult with legal counsel regarding specific pending litigation.

Motion - Approve the settlement recommendation from legal counsel and City staff in Jackson Circuit Court Case #17-2035-CK.

Moved by: Will Forgrave
Seconded by: Karen Bunnell

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Laura Schlecte, Karen Bunnell, and Will Forgrave

Carried 7-0

13. CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Robinson, and Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave all offered comments.

Motion - Ask Ms. (Kesha) Hamilton to provide Council with a statement confirming that she was not speaking on behalf of the City of Jackson or the Racial Equity Commission in any way shape or form regarding her statements about whiteness or any other controversial topics.

Moved by: Laura Schlecte

Seconded by: Will Forgrave

Councilmember Schlecte withdrew the motion.

14. MANAGER'S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

15. ADJOURNMENT:

Motion - Adjourn

Moved by: Freddie Dancy

Seconded by: Laura Schlecte

Voice was done by voice with all in favor.

Mayor Daniel Mahoney adjourned the meeting at 9:06 p.m.

_____

CAO

_____

Mayor

GUN VIOLENCE SURVIVORS WEEK PROCLAMATION
DECLARING THE WEEK OF FEBRUARY 1, 2023 TO FEBRUARY 7, 2023 TO MARK NATIONAL GUN VIOLENCE SURVIVOR WEEK

This proclamation declares the week of February 1, 2023, to February 7, 2023, to be National Gun Violence Survivor Week in the City of Jackson, Michigan to honor and remember all victims and survivors of gun violence and uplift the resilient voices of survivors across the nation.

WHEREAS, every year, nearly 40,000 Americans are killed in acts of gun violence and approximately 76,000 more are shot and wounded;

WHEREAS, every year, on average, 1,212 Michigan are killed in acts of gun violence and nearly 3,507 more are shot and wounded;

WHEREAS, by early February, more Americans are killed with guns than are killed in our peer countries in an entire calendar year;

WHEREAS, a gun violence survivor is anyone who has personally experienced gun violence — whether you have witnessed an act of gun violence, been threatened or wounded with a gun, or had someone you know and cared for wounded or killed;

WHEREAS, forms of gun violence can include, but are not limited to: gun suicides, gun homicides, domestic violence involving a gun, shootings by law enforcement, and unintentional shootings;

WHEREAS, 59 percent of American adults, including 71 percent of Black and Latinx Americans, or someone they care for has experienced gun violence in their lifetime, demonstrating the reach and impact gun violence has in communities across America;

WHEREAS, firearms are the leading cause of death for children and teens;

WHEREAS, people in America in cities across the nation are working to end the senseless violence by advocating for commonsense gun safety legislation;

WHEREAS, by commemorating National Gun Violence Survivors Week on February 1 to February 7, cities across America will raise awareness about gun violence and honor the lives stolen by gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of those who are a danger to themselves or others and encourage responsible gun ownership to help keep our communities safe.

NOW, THEREFORE BE IT RESOLVED, that the City of Jackson declares February 1 to February 7, 2023 to be National Gun Violence Survivors Week. We encourage all citizens to support their communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

IN WITNESS WHEREOF, on this date, February 7, 2023, I have hereunto set my hand and caused the official seal of the City of Jackson, Michigan to be affixed.

CITY OF JACKSON MICHIGAN FOUNDED IN 1829

_____
Daniel Mahoney, Mayor of the City of Jackson, Michigan

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: February 7, 2023

SUBJECT: Public Hearing and Resolution determining the necessity for pavement replacement on North Street from Wisner Street to West Avenue.

RECOMMENDATION:

Public hearing of necessity for pavement replacement on North Street from Wisner Street to West Avenue
Resolution ordering the construction and preparation of the special assessment roll.

A public hearing was established at the City Council's January 10, 2022 meeting for February 7, 2022. The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

RESOLUTION
PAVEMENT REPLACEMENT

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 22-8 and 22-12, the City Council has reviewed the report regarding the necessity of pavement replacement on North Street from Wisner Street to West Avenue the following estimated costs, to wit:

Street Construction Assessments	**$ 302,327**
MDOT/FHWA Funds	**$ 300,000**
Total Project Cost	**$ 622,327**

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 7th day of February, 2023 at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the street construction is a necessary public improvement and directs staff to proceed with the street construction, in accordance with plans, maps, and specifications in the City Engineer's office; and

BE IT FURTHER RESOLVED that the City Assessor is ordered to assess the cost of said improvement to the property owners who benefit therefrom on a front footage basis and prepare an assessment roll covering this assessment district as soon as possible after the public improvement has been completed.

* * * * *

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

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

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 8th day of February, 2023.

_____
Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 10, 2023

SUBJECT: **Engineer's Report for Pavement Replacement**
North Street – Wisner Street to West Avenue

RECOMMENDATION:

> **Receive the Engineer's Report for pavement replacement on North Street from Wisner Street to West Avenue and establish February 7, 2023 at the City Council meeting as the time and place to hold a public hearing of necessity.**

Attached is a report from Jon Dowling, City Engineer regarding a pavement replacement project on North Street.

I recommend approval for receipt and establishment of the public hearing of necessity. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: January 10, 2023

RECOMMENDATION: Receive the Engineer's Report for pavement replacement on North Street from Wisner Street to West Avenue and establish February 7, 2023 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held February 7, 2023 for pavement replacement on North Street from Wisner Street to West Avenue. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	$302,327
MDOT/FHWA Funds	$320,000
Total Project Cost	$622,327

If, upon the conclusion of the Public Hearing of Necessity, City Council orders the project to proceed, Engineering will proceed with letting the project and obtaining competitive bids to determine the true cost of the project. A special assessment roll will then be prepared by the City Assessor to establish individual parcel assessments.

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that North Street was originally constructed from Center Street to West Avenue in 1963, and from Wisner Street to Center in 1966. The whole segment from Wisner to West was sealcoated in 1993, crack sealed in 1996, and crack sealed with sealcoating in 2006. The roadway has cracking, utility patches and potholes. The current PASER rating is 4. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to remove the existing pavement and replace the pavement structure with new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. New sidewalk to be installed on the south side of North Street from the Eaton Street right-of-way to Hibbard Avenue. Also proposing pavement replacement in the intersection of Wisner and North going approximately 140 feet north of North Street and approximately 80 feet south of North.

POSITIONS

I request receipt of the Engineer's Report for North Street pavement replacement from Wisner Street to West Avenue and approval of the establishment of February 7, 2023 at the City Council meeting as the time and place to hold a public hearing of necessity.



Photo 1: North St looking east toward West Ave



Photo 2: North St looking west toward Center St



Photo 3: North St looking east from Hibbard St



Photo 4: North St looking west from Hibbard St at north curb line



Photo 5: North St looking west from Hibbard St at south curb line



Photo 6: North St looking east from bank drive



Photo 7: North St looking west from bank drive



Photo 8: North St and Wisner St intersection looking northeast



Photo 9: Wisner St looking south from North St



Photo 10: Beaten path on south side of North St from Hibbard to existing sidewalk

City of Jackson, Michigan
Financial Statements

As of and For the Six Months Ended December 31, 2022

Preliminary/Unaudited

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City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Six Months Ended December 31, 2022
(Prepared on the Adopted Budget-Basis)
Preliminary/Unaudited

Function	Department	2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
General Government :								
101-101	City Council	114,696	114,696	6,828	55,341	48.25%	59,355	
101-103	Charter Review Committee	2,500	2,500	0	0	0.00%	2,500	
101-172	City Manager	474,901	474,901	88,854	272,261	57.33%	202,640	
101-191	Finance	587,942	587,942	77,017	268,992	45.75%	318,950	
101-215	City Clerk	331,401	331,401	34,067	153,653	46.36%	177,748	
101-228	Management Info. Services	448,021	448,021	27,349	223,515	49.89%	224,506	
101-233	Purchasing	130,276	130,276	33,237	80,416	61.73%	49,860	
101-253	City Treasurer	413,354	413,354	38,857	181,912	44.01%	231,442	
101-254	City Income Tax	235,063	235,063	24,401	82,576	35.13%	152,487	
101-257	City Assessor	544,375	544,375	41,900	195,058	35.83%	349,317	
101-262	City Clerk-Elections	114,367	114,367	4,563	67,784	59.27%	46,583	
101-265	City Hall & Grounds	431,258	431,258	23,781	187,465	43.47%	243,793	
101-266	City Attorney	731,548	731,548	78,036	346,851	47.41%	384,697	
101-270	Personnel	645,907	645,907	35,193	256,134	39.65%	389,773	
101-278	Unallocated	879,799	879,799	40,560	386,170	43.89%	493,629	
		6,085,408	**6,085,408**	**554,643**	**2,758,128**	**45.32%**	**3,327,280**	
Judicial:								
101-299	Admin. Hearings Bureau	199,201	199,201	76,688	118,237	59.36%	80,964	
		199,201	**199,201**	**76,688**	**118,237**	**59.36%**	**80,964**	
Public Safety:								
101-301	Police	11,454,098	11,454,098	1,309,124	5,497,280	47.99%	5,956,818	
101-311	OSHP Grant	0	0	0	4,256	N/A	(4,256)	***Note 2***
101-320	Consortium Training	15,750	15,750	3,378	7,902	50.17%	7,848	
101-321	In Service Training	3,185	3,185	-	-	0.00%	3,185	
101-340	Fire Suppression	5,709,356	5,709,356	990,394	3,435,824	60.18%	2,273,532	
101-350	Public Safety - Unallocated	2,107,885	2,107,885	135,168	1,070,370	50.78%	1,037,515	
		19,290,274	**19,290,274**	**2,438,064**	**10,015,632**	**51.92%**	**9,274,642**	
Public Works :								
101-442	Forestry	658,542	658,542	56,756	308,134	46.79%	350,408	
101-444	Sidewalk Construction	55,707	55,707	0	32,937	59.13%	22,770	
101-445	Drains at Large	78,779	78,779	404	43,412	55.11%	35,367	
101-450	Street Lighting	601,899	601,899	28,891	141,132	23.45%	460,767	
101-455	Weed Control	103,918	103,918	804	47,515	45.72%	56,403	
101-465	Grounds Maintenance	467,230	467,230	4,086	120,953	25.89%	346,277	
101-567	Cemeteries	358,075	358,075	24,496	165,138	46.12%	192,937	
101-571	Tax Property Maintenance	226,695	226,695	6,343	115,289	50.86%	111,406	
101-572	Civic Affairs	107,802	107,802	45,213	84,065	77.98%	23,737	
		2,658,647	**2,658,647**	**166,993**	**1,058,575**	**39.82%**	**1,600,072**	
Community & Economic Development:								
101-701	Planning	234,974	234,974	34,275	115,518	49.16%	119,456	
101-728	Economic Development	132,400	132,400	25,910	87,299	65.94%	45,101	
		367,374	**367,374**	**60,185**	**202,817**	**55.21%**	**164,557**	

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Six Months Ended December 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Function	Department	2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Recreation & Culture :							
101-752	Parks, Rec. & Grnds. Admin.	305,867	305,867	6,105	166,256	54.36%	139,611
101-758	Lt. Nixon Memorial Pool	100,476	100,476	1,840	76,589	76.23%	23,887
101-771	Parks & Facilities Maintenance	836,134	836,134	(355,201)	629,691	75.31%	206,443
101-803	Historical District	12,790	12,790	1,345	5,673	44.35%	7,117
101-806	Diversity, Equity & Inclusion	306,235	306,235	27,340	122,071	39.86%	184,164
		1,561,502	**1,561,502**	**(318,571)**	**1,000,280**	**64.06%**	**561,222**
Contributions to Other Funds:							
101-965	Contributions to Other Funds	**293,429**	**293,429**	**0**	**22,474**	**7.66%**	**270,955**
	Total General Fund Expenditures	**30,455,835**	**30,455,835**	**2,978,002**	**15,176,143**	**49.83%**	**15,279,692**
Funds Consolidated with the General Fund for Financial Reporting Purposes:							
102	**Budget Stabilization**	**25,000**	**25,000**	**0**	**0**	**0.00%**	**25,000**

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Six Months Ended December 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
Permanent Funds :								
151	Cemetery Perpetual Maint.	5,000	5,000	0	0	0.00%	5,000	
155	Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%	23,850	
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	7,000	
Special Revenue Funds :								
202	Major Street	24,731,248	24,731,248	557,983	4,677,941	18.92%	20,053,307	
203	Local Street	3,898,044	3,898,044	71,029	635,954	16.31%	3,262,090	
208	Ella W. Sharp Park Operating	986,741	986,741	67,500	525,138	53.22%	461,603	
218	Affordable Housing	3,250,000	3,250,000	(6,565)	138,174	4.25%	3,111,826	
245	Public Improvement	1,027,676	1,027,676	0	170,362	16.58%	857,314	
246	Cortland St. Redev. Project	2,520,493	2,520,493	1,909	12,570	0.50%	2,507,923	
249	Building Department	597,332	597,332	78,262	282,710	47.33%	314,622	
251	Housing Code Enforcement	1,156,790	1,156,790	183,472	545,546	47.16%	611,244	
252	Building Demolitions	406,815	406,815	3,800	61,066	15.01%	345,749	
265	Drug Law Enforcement	16,702	16,702	3,075	9,737	58.30%	6,965	
272	SAFER Grant	524,760	524,760	0	150,978	28.77%	373,782	
273	Project Safe Neighborhoods	120,969	120,969	5,928	35,435	29.29%	85,534	
275	Byrne/JAG Programs	0	49,361	0	27,500	N/A	21,861	
279	American Rescue Plan Act	200,000	200,000	5,600	22,918	11.46%	177,082	
296	Recreation Activity	206,248	206,248	25,305	193,126	93.64%	13,122	
297	Recreation Millage Program	657,274	657,274	78,720	338,293	51.47%	318,981	
Debt Service Funds :								
308	2020 Capital Improvement D/S	223,702	223,702	0	16,851	7.53%	206,851	
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	73,445	9.64%	688,445	
367	2021 City Hall Refunding D/S	729,581	729,581	0	18,290	2.51%	711,291	
385	2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%	4,457	
386	2018 Capital Improvement D/S	1,410,000	1,410,000	0	292,250	20.73%	1,117,750	
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	107,778	25.63%	312,778	
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	32,256	4.18%	740,256	
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%	2,735,750	
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	84,787	40.46%	124,786	
Capital Projects Funds :								
401	Capital Projects	1,955,898	1,955,898	0	29,893	1.53%	1,926,005	
402	Water Equip. and Replacemt.	9,825,900	9,825,900	197,574	1,086,221	11.05%	8,739,679	
403	Lead Service Line Replacement	1,661,966	1,661,966	19,058	56,048	3.37%	1,605,918	
404	Sanitary Sewer Maint.	399,931	399,931	10,097	172,912	43.24%	227,019	
405	Sanitary Sewer Replacement	1,902,121	1,902,121	28,825	186,618	9.81%	1,715,503	
406	Wastewater Equip. Replacemt.	17,594,940	17,594,940	17,064	489,800	2.78%	17,105,140	
407	2022 Sewer Sys. Project Const.	0	0	2,508	69,138	N/A	(69,138)	***Note 2***
488	MLK Corridor Improvemt. Authority	10,000	10,000	10,075	42,540	425.40%	(32,540)	***Note 2***
489	Brownfield Redevelopmt. Auth.	1,450,079	1,450,079	3,393	157,892	10.89%	1,292,187	
494	DDA Project	2,947,323	2,947,323	0	84,787	2.88%	2,862,536	

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Six Months Ended December 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
Enterprise Funds :								
514	Auto Parking System	247,011	247,011	0	22,085	8.94%	224,926	
518	Parking Assessment	303,267	303,267	13,262	120,851	39.85%	182,416	
519	Cooper/Francis Parking Deck	283,775	283,775	2,939	27,747	9.78%	256,028	
590	Sewer	18,162,790	18,162,790	631,741	3,662,741	20.17%	14,500,049	
591	Water	19,257,736	19,257,736	1,350,787	6,092,118	31.63%	13,165,618	
Internal Service Funds :								
641	Public Works Administration	477,472	477,472	34,817	162,947	34.13%	314,525	
642	Engineering Administration	328,453	328,453	32,565	132,181	40.24%	196,272	
643	Local Site Remed. Revolving	20,000	20,000	0	22,500	112.50%	(2,500)	***Note 2***
661	Motor Pool and Garage	2,881,943	2,881,943	112,048	673,251	23.36%	2,208,692	
676	Workers' Compensation	183,900	183,900	27,457	158,111	85.98%	25,789	
677	Self-Insured Health Care	5,680,600	5,680,600	416,538	2,705,009	47.62%	2,975,591	
Trust & Agency Funds :								
703	County & School Tax Collection	65,000	65,000	0	0	0.00%	65,000	
731	Employees' Retirement System	4,220,000	4,220,000	302,043	1,956,495	46.36%	2,263,505	
732	Policemen's/Firemen's Pension	548,000	548,000	42,428	263,467	48.08%	284,533	
734	Police./Fire. Pension-345	7,640,000	7,640,000	467,566	2,385,705	31.23%	5,254,295	
736	Public Employee Health Care	10,000	10,000	2,043	4,119	41.19%	5,881	
Special Assessment Funds :								
852	2020 Special Assessment D/S	161,335	161,335	0	152,200	94.34%	9,135	
895	Special Assessment	2,055,241	2,055,241	0	432,202	21.03%	1,623,039	

City of Jackson
All Funds - Revenue Summary
As of and For the Six Months Ended December 31, 2022
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected	
General Fund :							
Property Taxes		10,423,356	10,423,356	395,954	9,346,153	89.67%	
Income Taxes		10,500,000	10,500,000	175,928	5,374,867	51.19%	
State Revenue Sharing		5,028,914	5,028,914	910,497	1,893,376	37.65%	
Licenses & Permits		367,025	367,025	12,801	120,889	32.94%	
Federal Grants		1,346,427	1,346,427	1,607	191,191	14.20%	
State Grants		3,185	3,185	0	2,628	82.51%	
Charges For Goods & Services		1,294,072	1,294,072	38,172	215,062	16.62%	
Fines & Forfeits		377,094	377,094	72,789	267,266	70.88%	
Investment Income		115,000	115,000	23,588	113,776	98.94%	
Contributions From Other Funds		120,000	120,000	0	5,829	4.86%	
Contributions From Local Units		12,500	12,500	6,020	16,920	135.36%	
Miscellaneous		225,323	225,323	13,314	175,495	77.89%	
Total General Fund Revenues		29,812,896	29,812,896	1,650,670	17,723,452	59.45%	
Funds Consolidated with the General Fund for Financial Reporting Purposes:							
102	**Budget Stabilization**	**25,000**	**25,000**	**1,212**	**5,204**	**20.82%**	
Permanent Funds :							
151	Cemetery Perpetual Maint.	37,000	37,000	4,829	16,459	44.48%	
155	Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%	
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	
Special Revenue Funds :							
202	Major Street	24,253,509	24,253,509	271,164	3,326,606	13.72%	
203	Local Street	2,889,376	2,889,376	83,514	662,392	22.93%	
208	Ella W. Sharp Park Operating	921,600	921,600	24	360,833	39.15%	
218	Affordable Housing	3,250,000	3,250,000	0	0	0.00%	
245	Public Improvement	1,269,500	1,269,500	47,203	1,131,347	89.12%	
246	Cortland St. Redev. Project	2,500,000	2,500,000	0	(473)	-0.02%	
249	Building Department	497,500	497,500	21,489	262,568	52.78%	
251	Housing Code Enforcement	1,157,500	1,157,500	43,193	1,035,877	89.49%	
252	Building Demolitions	407,465	407,465	23,205	46,741	11.47%	
265	Drug Law Enforcement	15,610	15,610	55	254	1.63%	
272	SAFER Grant	524,760	524,760	0	150,978	28.77%	
273	Project Safe Neighborhood	120,969	120,969	7,101	28,394	23.47%	
275	Byrne/JAG Programs	0	49,361	0	27,500	55.71%	
279	American Rescue Plan Act	200,000	200,000	0	15,722,413	7861.21%	***Note 2***
296	Recreation Activity	208,000	208,000	14,811	111,038	53.38%	
297	Recreation Millage Program	676,000	676,000	300,259	301,867	44.65%	
Debt Service Funds :							
308	2020 Capital Improvement D/S	223,702	223,702	0	16,851	7.53%	
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	73,445	9.64%	
367	2021 City Hall Refunding D/S	668,000	668,000	23,578	636,506	95.29%	
385	2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%	
386	2018 Capital Improvement D/S	1,410,000	1,410,000	0	292,250	20.73%	

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the Six Months Ended December 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected	
Debt Service Funds (Continued) :							
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	107,778	25.63%	
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	32,256	4.18%	
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%	
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	84,787	40.46%	
Capital Projects Funds :							
401	Capital Projects	1,956,398	1,956,398	63	377	0.02%	
402	Water Equip. and Replacemt.	7,808,191	7,808,191	412,512	2,461,496	31.52%	
403	Lead Service Line Replacement	2,637,759	2,637,759	89,285	531,791	20.16%	
404	Sanitary Sewer Maintenance	399,931	399,931	10,097	172,912	43.24%	
405	Sanitary Sewer Replacement	672,950	672,950	60,379	354,034	52.61%	
406	Wastewater Equip. Replacemt.	16,095,054	16,095,054	134,550	915,065	5.69%	
407	2022 Sewer Sys. Project Const.	0	0	0	539,395	N/A	***Note 2***
488	MLK Corridor Improvemt. Authority	10,000	10,000	0	0	0.00%	
489	Brownfield Redevelopmt. Auth.	1,559,350	1,559,350	2,240	10,605	0.68%	
494	DDA Project	3,405,000	3,405,000	7,997	197,680	5.81%	
Enterprise Funds :							
514	Auto Parking System	93,743	93,743	465	2,499	2.67%	
518	Parking Assessment	221,288	221,288	46,578	181,745	82.13%	
519	Cooper/Francis Parking Deck	11,050	11,050	948	8,602	77.85%	
590	Sewer	6,949,219	6,949,219	(6,333)	3,094,835	44.54%	
591	Water	15,234,895	15,234,895	(864,206)	5,857,851	38.45%	
Internal Service Funds :							
641	Public Works Administration	399,794	399,794	39,363	179,514	44.90%	
642	Engineering Administration	265,891	265,891	27,979	139,637	52.52%	
643	Local Site Remed. Revolving	67,950	67,950	329	1,458	2.15%	
661	Motor Pool and Garage	2,823,832	2,823,832	172,257	671,331	23.77%	
676	Workers' Compensation	185,000	185,000	16,185	76,254	41.22%	
677	Self-Insured Health Care	5,940,600	5,940,600	500,783	2,522,756	42.47%	
Trust & Agency Funds :							
703	County & School Tax Collection	65,000	65,000	7,332	28,081	43.20%	
731	Employees' Retirement System	6,040,000	6,040,000	(757,026)	1,319,636	21.85%	
732	Policemen's/Firemen's Pension	561,185	561,185	(99,474)	284,772	50.74%	
734	Police./Fire. Pension-345	9,629,911	9,629,911	(1,309,062)	3,937,910	40.89%	
736	Public Employees Health Care	230,000	230,000	300,986	101,460	44.11%	
Special Assessment Funds :							
852	2020 Special Assessment D/S	161,335	161,335	0	152,200	94.34%	
895	Special Assessment	2,055,241	2,055,241	1,208	284,567	13.85%	

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the Six Months Ended December 31, 2022
(Prepared on the Adopted Budget-Basis)

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

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

Draft

JACKSON
Founded 1829

CITY COUNCIL MEETING MINUTES

Tuesday, January 24, 2023

1. CALL TO ORDER:

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION:

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

3. ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fifth Ward Councilmember Karen Bunnell, and Sixth Ward Councilmember Will Forgrave.

Absent: Fourth Ward Councilmember Laura Dwyer Schlecte.

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

4. ADOPTION OF AGENDA:

Motion: Adopt the agenda**.**

Moved by: Angelita Gunn

Seconded by: Karen Bunnell

Aye Daniel Mahoney, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 5-0

5. PRESENTATIONS/PROCLAMATIONS:

5.1 Hotel Hayes update from the Jeffers Group

Motion: Add item 10.5 to the agenda

Moved by: Angelita Gunn
Seconded by: Karen Bunnell

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

6. PUBLIC HEARINGS:

Motion: Open the public hearing to receive citizen comment on the City's housing and community development needs**.**

Moved by: Angelita Gunn
Seconded by: Freddie Dancy

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

6.1 Conduct a Public Hearing to Receive Citizen Comment on the City's Housing and Community Development Needs

Comments were received regarding rental housing needs and homeless prevention efforts.

Motion: Close the public hearing.

Moved by: Freddie Dancy
Seconded by: Arlene Robinson

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

7. CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

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

8.1 Accept and Place on File, the CDBG, HOME and CDBG-CV Homeless Prevention financial summaries through December 31, 2022.

Motion: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention financial summaries through December 31, 2022.

Moved by: Angelita Gunn
Seconded by: Freddie Dancy

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

9. CONSENT CALENDAR:

Motion: Approve the Consent Calendar.

Moved by: Freddie Dancy
Seconded by: Will Forgrave

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

9.1 **Minutes of the Regular Meeting of January 10, 2023**

Approve the minutes of the regular City Council Meeting of January 10, 2023

9.2 **Release of Jackson Police Department K9 to Det. Michael Galbreath**

Approve resolution authorizing the release of Jackson Police Department K9 'Gleeson' to Det. Michael Galbreath.

9.3 **Local Governing Body Resolution for Charitable Gaming License**

Approve resolution supporting the request from Lean Rocket Lab to be recognized as a nonprofit organization for the purpose of obtaining a charitable gaming license.

9.4 **Accept with regret, the resignation of Kenneth Robinson from the Affordable Housing Development Board**

9.5 **Appointment to the Affordable Housing Development Board**

Approve the Mayor's recommendation to appoint Toby Berry to the Affordable Housing Development Board for a five-year term, beginning immediately and ending on December 31, 2027.

9.6 **Appointment to the Environmental Commission**

Approve the Mayor's recommendation to appoint Conner Wood as the City Planning Commission's representative on the Environmental Commission for a concurrent term, beginning immediately and ending on December 31, 2025.

9.7 **Appointment to the Historic District Commission**

Approve the Mayor's recommendation to appoint Jacob Stressman to the Historic District Commission for a term of three-years beginning immediately and ending on December 31, 2025.

9.8 **Appointment to the Local Development Finance Authority**

Approve the Mayor's recommendation to appoint Finance Director Heather Ehnis to the Local Development Finance Authority/Brownfield Redevelopment Authority for a four-year term, beginning immediately and ending on June 3, 2026.

10. OTHER BUSINESS:

10.1 **Evaluate City Homeless Efforts (Discussion)**

City Manager Jonathan Greene provided an update on the homeless efforts.

10.2 **Second Reading/Final Adoption Ordinance No. 2023-01**

Recommendation: *Approve the second reading/final adoption of an ordinance amending Chapter 18 - Offenses, Article VI - Offenses Against Public Morals, Division 2, Marihuana and Drug Paraphernalia to Correct Section 18-156.*

Motion: Approve the second reading and final adoption of Ordinance No. 2023-01.

Moved by: Angelita Gunn
Seconded by: Will Forgrave

Aye	Daniel Mahoney, Arlene Robinson, Angelita Gunn, Karen Bunnell, and Will Forgrave
Nay	Freddie Dancy

Carried 5-1

10.3 **Second Reading/Final Adoption Ordinance No. 2023-02**

Recommendation: *Approve the second reading/final adoption of an ordinance amending Chapter 2, Article IV of the City of Jackson Code of Ordinances to revise the record disposal schedule for tax rolls and special assessment ledgers.*

Motion: Approve the second reading and final adoption of

Ordinance No. 2023-02.

Moved by: Angelita Gunn
Seconded by: Will Forgrave

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

10.4 **Second Reading/Final Adoption Ordinance No. 2023-03**

Recommendation: *Approve the second reading/final adoption of an ordinance amending Chapter 28 - Zoning of the CIty of Jackson Code of Ordinances.*

Motion: Approve the second reading and final adoption of Ordinance No. 2023-03.

Moved by: Will Forgrave
Seconded by: Karen Bunnell

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

10.5 **Contract Extension - Hayes Hotel**

Motion: Direct the City Manager and City Attorney to execute an extension of the previously executed purchase agreement dated April 11, 2022 between the City and J. Jeffers & Co. extended to December 31, 2023

Moved by: Will Forgrave
Seconded by: Angelita Gunn

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

11. NEW BUSINESS:

11.1 Approval of First Extension of the 2022 As Needed Materials Testing Services Contract

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

Motion: Approve the first extension of the 2022 As Needed Material Testing Services Contract in the amount of $125,000.00.

Moved by: Freddie Dancy
Seconded by: Will Forgrave

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

11.2 Overhead Doors Project at Jackson Fire Department Station #1

Recommendation: *Accept bid by Overhead Door Company for Fire Department Station #1.*

Motion: Approve overhead doors project at Jackson Fire Department Station #1

Moved by: Karen Bunnell

Seconded by: Arlene Robinson

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

11.3 **Windows Update Project at Jackson Fire Department Station #1**

Recommendation: *Accept bid by R.W. Mercer for window replacement at Fire Department Station #1.*

Motion: Approve windows update project at Jackson Fire Department Station #1

Moved by: Angelita Gunn

Seconded by: Will Forgrave

Aye Daniel Mahoney, Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Carried 6-0

11.4 **Approval of Doug Jones and Chris Turner Community of Shapes Art Sculpture for the MLK Boulevard Roundabout and for the City Attorney and the Parks and Recreation Director to move forward with the artists agreement including delivery and installation. Not to exceed $30,000.00**

Recommendation: *Approval of Doug Jones and Chris Turner Community of Shapes Art Sculpture for the MLK Boulevard Roundabout and for the City Attorney and the Parks and Recreation Director to move forward with the artists agreement including delivery and installation. Not to exceed $30,000.00.*

Motion: Postpone item to the next meeting.

Moved by: Arlene Robinson
Seconded by: Will Forgrave

Aye	Arlene Robinson and Will Forgrave
Nay	Daniel Mahoney, Freddie Dancy, Angelita Gunn, and Karen Bunnell

Denied 2-4

Motion: Approval of Doug Jones and Chris Turner Community of Shapes Art Sculpture for the MLK Boulevard Roundabout and for the City Attorney and the Parks and Recreation Director to move forward with the artists agreement including delivery and installation for not to exceed $30,000.00.

Moved by: Daniel Mahoney
Seconded by: Freddie Dancy

Aye	Daniel Mahoney
Nay	Arlene Robinson, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave

Denied 1-5

Motion: Purchase the piece submitted that has the popular vote by Emcays with a not-to-exceed $30,000 and recommendation to staff to request a budget be submitted before moving forward.

Moved by: Daniel Mahoney
Seconded by: Angelita Gunn

Aye	Daniel Mahoney, Freddie Dancy, Angelita Gunn, Karen Bunnell, and Will Forgrave
Nay	Arlene Robinson

Carried 5-1

12. CITY COUNCILMEMBER'S COMMENTS.

Mayor Mahoney, Councilmembers Bunnell, Forgrave, and Gunn

all offered comments.

Vice Mayor Robinson and Councilmember Dancy declined to offer comments.

13. MANAGER'S COMMENTS.

City Manager Jonathan Greene offered comments

14. ADJOURNMENT.

Motion: Adjourn

Moved by: Freddie Dancy
Seconded by: Karen Bunnell

Vote was done by voice with all in favor.

Mayor Mahoney adjourned the meeting at 9:08 p.m.

CAO

Mayor

Draft

---------- Forwarded message ---------
From: **Bart Hawley** <bhawley@jtv.tv>
Date: Mon, Jan 16, 2023 at 12:08 PM
Subject: Re: DDA
To: Jacqueline Austin <jacqaustin@7803800.com>

Hi Jacque,

Thanks for the note.

It's true…my schedule lately has prevented me from attending meetings regularly. Since we added the morning show, it has been more difficult. I have been giving this some thought and I feel my schedule doesn't allow me to give the attention to the position that the board deserves.

Regrettably, I feel I should give up the seat.

It has been a pleasure serving with you and I have greatly enjoyed my time on the board.

Cordially,

Bart

Bart Hawley
President
JTV, Inc.
152 W. Michigan Avenue
Jackson, MI 49201
517-795-8628
517-787-8817
Watch JTV anytime, anywhere at www.jtv.tv

January 19, 2023

Mayor Daniel Mahoney
And City Council Members
161 West Michigan Avenue
Jackson, MI 49201

RE: LOCAL OFFICERS COMPENSATION COMMISSION

Dear Mayor and City Council Members,

It has been my privilege to serve on the Local Officers Compensation Commission for almost forty (40) years. I have been fortunate enough to work on this commission with many different people over the years who love the Jackson community and were/are willing to volunteer their time and expertise to make the decisions that the LOCC is charged with making.

Even though I have enjoyed being part of the LOCC, it is now time for me to retire. Thank you so much for giving me the opportunity to be a small part of the many volunteer positions that are needed to make a community work well.

Yours truly,

Diane Cerqueira

Diane Cerqueira
311 South Bowen Street
Jackson, MI 49203

Residents in Action, Jackson Michigan
Homelessness Project Proposal for City of Jackson RFP – 01/11/22/22-01/26/23

Homelessness Project Narrative

Insights/Realizations

- We never anticipated that we would receive the high volume of inquiries that we have
- We surpassed the RFP guidelines to hotel 25 unique individuals/families within 3 days (in Dec 2022) and the waiting list has continued to grow; over 140 on the waiting list now.
- We are currently at full capacity so we have closed the new inquiry process and have halted the assessment process
- We have refocused our efforts solely on those currently in the hotel to ensure that all paperwork is documented, assessments are completed and that their needs are priority.
- New individuals/families had a standardized process for placement but we had to circle back to those who were initially placed by the City to ensure that all requested documentation is/was updated as applicable. Some are no longer at the hotel though so what we gather from who the City initially placed may be limited in comparison to what we have gathered for who RiA placed.
- We posted the status on the Residents in Action Facebook Page that we were closed to new inquiries but people are still calling, many of which who are continuing to be referred by local help organizations and agencies and many who are call backs from when they initially called. It is heartbreaking to tell people we are at full capacity when they have nowhere to go, no support system and no other resources to tap in to
- We now have 36 unique individuals/families currently placed in hotels. We have helped over

Barriers/Gaps

- Access to funds/Develop Plan for future disbursements
    - The City's concept of fiduciary role is different from what we have worked with in the past. Cutting a lump sum check is not what e have experienced in a traditional fiduciary role. We like having the lump sum check because it gives us the immediate access needed to the funds, however, the manpower to do the accounting functions also warrants funds to manage those processes.
    - We would like to revisit this arrangement to specifically identify what we need in a fiduciary role to make this project successful or make a recommendation for one of alternative fiduciaries that we have utilized in the past.
    - At this point, the $40,000 that was initially released has been exhausted and we have not yet processed any payments to RiA Staff and Backbone.
        - We need to pay the RiA Project staff for hours worked to date
        - We need the RiA Backbone Support portion of 5% to be released

Tashia M. Carter, MAOM, BBL, Executive Director Residents in Action
915 Orchard Pl Jackson, MI 49203
(517) 745-9459 Tcarter.riaservices@gmail.com

        - We have some recommendations for reallocating funds (please see budget summary)

- We still need a daytime warming center (very grave need)
    - Jackson Interfaith Shelter is 11:00PM-6:00AM but conditional pending weather temp each day
    - No one else covers 8:00AM-11:00PM except Home of New Vision Resource Center and Engagement Center but that is for Recovery support and crisis.

- Generating a Report every two weeks seems to be excessive (8 reports) considering that this is a 15- week project. We have 2-year projects for double the funds that are not that excessive. Is an one pager and/or a verbal check in sufficient and/or a Feb report, March report and then a final report acceptable?

Successes

- We have continued to surpass what was initially asked of us as it relates to identifying and getting people in hotels
- Local businesses are still stepping up to donate food and/or give discounts and our hope is to work with the Jackson Business Chamber to enhance the options
- Some people have been added to the Section 8 list, have secured stable housing at South Ridge Park, been moved up on the Jackson Housing Commission list, have completed applications for other housing complexes, etc.
- We have received Thank you texts and calls from people who have made doctor's appointments, applied for jobs, taking their medication regularly and doing things that they knew they should have been doing all along but could not due to the stresses of being homeless. It is easier to prioritize daily life activities when you don't have to worry about where you are going to sleep and eat from day to day
- We have drafted verification letters so Community Action Agency can complete assessments and add individuals/families to the Section 8 list.

Next Steps

- Our plan is to continue to house who we have and continue to connect them to resources as applicable.
- If there are openings, we will still fill the gaps from the existing waiting list.
- We have drafted a projection plan to maximize the hotel dollars and to help the most people that we can. If the requested reallocations are approved that will help is assist more families as well.

Homelessness Project Data Tracking

Demographic Snap Shot - as of 01/26/23 (Family Make-up)

Row Labels	Count of Single/Couple/Family	%
Couple	10	4.72%
Family	53	25.00%
Single	88	41.51%
N/A	3	1.42%
Unknown/TBD	58	27.36%
Grand Total	**212**	

Demographic Snap Shot - as of 01/26/23 (Minors in Family)

Row Labels	Count of Families with Minors in Household	%
No	108	51.18%
Yes (@ 110 kids impacted)	48	22.75%
Unknown	51	24.17%
N/A	4	1.90%
Grand Total	**211**	

Demographic Snap Shot - as of 01/26/23 (Gender Breakdown) ****Some couples counted individually****

Row Labels	Count of Gender	%
Female	113	48.71%
Male	96	41.38%
N/A	3	1.29%
Nonbinary	1	0.43%
Unknown	19	8.19%
Grand Total	**232**	

Demographic Snap Shot - as of 01/26/23 (Race)

Row Labels	Count of Race	%
Unknown	89	42.18%
Caucasian	81	38.39%
African American	27	12.80%
Bi-Racial	4	1.90%
Hispanic and Caucasian	2	0.95%
American	1	0.47%
Half Cherokee Indian/Half Caucasian	1	0.47%
Human	1	0.47%
Indian	1	0.47%
Native Indian	1	0.47%
N/A	3	1.42%
Grand Total	**211**	

12/21/22 - 01/10/23 (Living Situation)

Row Labels	Count of Living Situation Status	%
Car	16	22.22%
Condemned House	2	2.78%
Family	2	2.78%
Friend	6	8.33%
Hotel	16	22.22%
Street	29	40.28%
Tent	1	1.39%
Trailer	1	1.39%
Grand Total	**72**	**Includes partial assessment data**

01/11/23-01/24/23 (Living Situation)

Row Labels	Count of Living Situation Status	%
Car	21	9.95%
Condemned House	2	0.95%
Family/Friend	15	7.11%
Hotel	25	11.85%
Street/Tent	79	37.44%
Trailer	1	0.47%
Porch	2	0.95%
N/A	3	1.42%
Unknown/TBD	62	29.38%
Duplicate	1	0.47%
Grand Total	**211**	

- 139 more demographics classified over the last two weeks
- Combined Family/Friend category
- Combined Street/Tent
- Added Porch
- Unknown/TBD represents those we have not assessed who did not disclose where they were living when they called initially

Homelessness Project Data Tracking

12/21/22 - 01/10/23 (Hotel Placement Status)

Hotel Placement Status	Count of RiA TRACKING
Hotel Placement - Declined - Travel Lodge	1
Hotel Placement - Left without notice - Travel Lodge	1
Hotel Placement - No Show - Travel Lodge	2
Hotel Placement - Successful - America's Best	8
Hotel Placement - Successful - Travel Lodge	28
Hotel Placement Discharged/Revoked - Travel Lodge	10
Waiting List	103
Total Lodged to date	47
Grand Total	**153**

01/11/23 - 01/26/23 (Hotel Placement Status)

Row Labels	Count of RiA TRACKING
Hotel Placement - Declined - Travel Lodge	2
Hotel Placement - Left without notice - Travel Lodge	1
Hotel Placement - No Show - Travel Lodge	5
Hotel Placement - Successful - America's Best	15
Hotel Placement - Successful - Travel Lodge	31
Hotel Placement Discharged/Revoked - Travel Lodge	8
Out of Area	1
Misc Inquiry	4
Waiting List	145
Total Lodged to date	56
Grand Total	**212**

- 59 additional homelessness inquiries over the last two weeks

Tashia M. Carter, MAOM, BBL, Executive Director Residents in Action
915 Orchard Pl Jackson, MI 49203
(517) 745-9459 Tcarter.riaservices@gmail.com

12/21/22 - 01/10/23 (Assessment Status)

Assessment Statuses	Count of Assessment Status
Assessment Completed	54
Assessment Declined	1
Assessment Not Completed - Initial or Subsequent Outreach made	54
Assessment Not Completed - Make Initial Contact	2
Assessment Not Completed - No longer at Hotel	9
Assessment Not Completed - Priority because of hotel placement (Partial)	22
Misc Inquiry	1
Missing, Non-working or Disconnected Contact info	10
Grand Total	**153**

Assessed	Count of Single/Couple/Family	%
Couple	6	10%
Family	26	43%
Single	29	47%
Grand Total	**61**	

01/11/23 - 01/26/23 (Assessment Status)

Row Labels	Count of Assessment Status
Assessment Completed	66
Assessment Declined	2
Assessment Not Completed - Initial or Subsequent Outreach made	53
Assessment Not Completed - Make Initial Contact	45
Assessment Not Completed - No longer at Hotel	8
Assessment Not Completed - Priority because of hotel placement	26
Assessment Not Completed - Missing, Non-working or Disconnected Contact info	8
N/A	4
Grand Total	**212**

Assessed	Count of Single/Couple/Family	%
Couple	4	6.06%
Family	29	43.94%
Single	33	50.00%
Grand Total	**66**	

- 100% of those assessed made less than $40K a year

We are still collecting authorization of release forms, the City form and income verification forms as well as connecting to resources

Homelessness Project Debit Summary as of 01/26/23

Category	Debit/Credit	
Hotel	$ 40,810.73	
Food	$ 1,442.67	
Gas	$ 389.41	$ 749.41
Supplies	$ 250.00	
Transport	$ 110.00	
Staff	$ 4,550.00	
Grand Total	**$ 47,552.81**	

Budget Item	Hours	Rate	Budget	Used/Billed	Hours Balance	Budget Amount Balance	Notes
Homelessness Support Specialists (@44 hours per week) (Community-Based Workers for Basic Needs, Coordination and Navigation w/Organizations/Agencies).	572	$ 25.00	$ 14,300.00	182	390 $4,550.00	$ 9,750.00	Hours that need to be expensed for time period 12/21/23-01/21/23 (no funding left to pay staff)
Operational/Data Lead	50	$ 125.00	$ 6,250.00	0	50	$ 6,250.00	No hours have been expensed yet; we want to reallocate these dollars
Performance Advisor	20	$ 150.00	$ 3,000.00	0	20	$ 3,000.00	No hours have been expensed yet; we want to reallocate these dollars
Hotel Room Costs (room cost + occupancy tax for 30 nights/budgeted for 23 unique families/individuals)	690 nights	$ 125.00	$ 86,250.00	$ 40,810.73	N/A	$ 45,439.27	Please refer to the future projections sheet
Food/food cards *($100.00 per wk for lodged + community funds)*	N/A		$ 40,000.00	$ 1,442.67	N/A	$ 38,557.33	If we can develop a plan with businesses we may want to reallocate these dollars to more hotel funding
Clothing and warming supplies, basic needs, household supplies, Covid needs, & transportation (gas cards and bus cards), application and legal document fees, etc.			$ 20,000.00	$ 749.41	N/A	$ 19,250.59	We have a list of needs but need more funding released to pay for the items
Office supplies and technology			$ 1,000.00	$ -	N/A	$ -	We have a list of needs but need more funding released to pay for the items
Rent, Utilities, Storage, etc.			$ 2,000.00	$ -	N/A	$ -	
		Total	***$***		***172,800.00***	***$ 122,247.19***	
Fiduciary and RIA Backbone Support (15%)	Fiduciary	10%	$ 17,280.00	$ -	N/A	$ 17,280.00	
	RIA Backbone Support	5%	$ 8,640.00	$ -	N/A	$ 8,640.00	Would like this to be released with the additional funding
		Final Total	**$ 198,720.00**	$ -	N/A	***$ 148,167.19***	

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 7, 2023

SUBJECT: **Award the contract to Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of biosolids from the Wastewater Treatment Plant.**

Recommendation:

Award the contract to Michigan Agribusiness Solutions of LLC Saginaw Michigan, for the hauling and land application of biosolids removal contract at a price of $0.041 per gallon.

Attached is a report from Michael G. Osborn, Director of Public Works regarding the award for the contract referenced above.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: February 7, 2023

RECOMMENDATION: **Award the contract to Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of bio solids from the Wastewater Treatment Plant.**

SUMMARY

Award the contract to Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for hauling and land application of bio solids at the Waste water treatment Plant. Michigan Agribusiness was the lowest bidder coming in at a cost of $0.041 per gallon. The estimated annual cost for 2023 is $260,000. The only other bid received was from Biotech Agronomics Inc. at cost $0.0463 per gallon.

BUDGETARY CONSIDERATIONS

The funding for this contract is accommodated for in section 590-553-000-818.000 of the Sewer Fund Sludge Handling contractual services budget.

Company	Bid
Michigan Agribusiness Solutions LLC, Saginaw, Michigan	0.041 per Gallon
Biotech Agronomics Inc., Beulah, Michigan	0.0463 per gallon

Bid evaluation criteria is part of the Responsible Contractor Ordinance, which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Michigan Agribusiness Solutions LLC	25	20	15	15	10	85
Biotech Agronomics Inc.	0	25	25	10	5	65

HISTORY, BACKGROUND and DISCUSSION

During the wastewater treatment process, biosolids are produced, and treated through an anaerobic digestion process, then stored in liquid form or dried in open air drying beds. These biosolids are then used as fertilizer and soil enhancement on agriculture lands. These biosolids must be tested regularly for contaminates and/or pollutants to ensure they meet the State and Federal Regulations for land application. If contaminants and/or pollutants remain above the State and Federal Regulatory levels, it may be determined that the biosolids cannot be land applied, therefore they will be hauled to a landfill for proper disposal.
Changes to the total amount of gallons to be hauled in recent years from the Wastewater Treatment Plant were made in the bid specifications going forward to better suit the needs of the Plant. Liquid biosolids hauling was increased from a minimum of 500,000 gallons to 1,000,000 gallons, and for the dry biosolids hauling was increased from a minimum of 300 cubic yards to 1,500 cubic yards. These increases were necessary to ensure that the appropriate amount of biosolids would be removed from the Wastewater Treatment Plant.

POSITIONS

I recommend we award the contract to Michigan Agribusiness Solutions of LLC Saginaw, Michigan, for the hauling and land application of bio solids from the Wastewater Treatment Plant at the cost of $0.041 per gallon, for an estimated annual cost of $260,000.

ATTACHMENTS

JACKSON
Founded 1829

BID TABULATION
FOR
HAULING AND LAND APPLICATION OF WWTP BIOSOLIDS
JANUARY 10, 2023

		MICHIGAN AGRIBUSINESS SOLUTIONS, LLC 3050 FREEWAY LANE SAGINAW, MI 48601	**BIOTECH AGRONOMICS, INC.** 1651 BEULAH HIGHWAY BEULAH, MI 49617
Line	**Description**	**TOTAL COST**	**TOTAL COST**
1	Cost per gallon to pump/haul and land apply liquid biosolids	0.041	$ 0.0463
2	Cost per cubic yard to load, haul and land apply dry biosolids	29.00	$ 39.22
3	ALTERNATE PRICE: Cost per cubic yard to haul and land apply dry biosolids with City providing loader and operator	25.50	$ 34.58

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

Bond No.: 430419

KNOW ALL MEN BY THESE PRESENTS, that we BioTech Agronomics, Inc.

1651 Beulah Hwy, Beulah, MI 49617
as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jackson, Michigan

161 W Michigan Avenue, Jackson, MI 49201
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars ($ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Hauling and Land Application of Wastewater Biosolids for the City of Jackson.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of January 2023 XXX

BioTech Agronomics, Inc.

Jennifer Wightman (Witness)

(Principal) (Seal)

Kevin Bonney (Title) President

Merchants Bonding Company (Mutual)

Jason Rowe (Witness)

(Surety) (Seal)

Jessie Twork (Title) Attorney-in-Fact

AIA DOCUMENT A310•BID BOND•AIA®•FEBRUARY 1970 ED.•THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON D.C. 20006

Bond #: 430419

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jessie Twork

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of January , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 10th day of January , 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of January , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

BioTech Agronomics, Inc.

Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

www.biotechag.com

January 10, 2023

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

RE: "HAULING AND LAND APPLICATION OF WASTEWATER BIOSOLIDS FOR THE CITY OF JACKSON"

Thank you for the opportunity to respond to your Bid solicitation. BioTech Agronomics, Inc. is a Michigan based Company and has been in the professional residuals management business for over 22 years.

We look forward to being able to work with you on this project.

If you have any questions please contact me at any time. We look forward to hearing from you.

Yours in Service,

Don Popma
General Manager
BioTech Agronomics, Inc.
616.835.0100 cell
dpopma@biotechag.com

BIOTECH AGRONOMICS, INC IS AN EQUAL OPPORTUNITY EMPLOYER.

CHECKLIST FOR BID SUBMITTAL

✓ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

✓ PROPOSAL SHEETS – Please fill out and have notarized your proposal sheets

✓ SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sams.gov Unique Identity Number:_____ if you have received it.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 1/10/2023

In compliance with your invitation for bids dated **November 29, 2022** to perform **HAULING AND LAND APPLICATION OF WASTEWATER BIOSOLIDS FOR THE CITY OF JACKSON**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of XXXXXX
   doing business as _____
   at _____
2. partnership, consisting of XXXXXX
   and _____
   under the firm name of _____
3. corporation by the name of BioTech Agronomics, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 1651 Beulah Highway Beulah, MI 49617
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 42-1535358

(Corporate Seal, if applicable)

Name of Bidder: Don Popma

Signed By: Don Popma

Its: General Manager

BID SHEET

DATE:

PROPOSAL FOR: HAULING AND LAND APPLICATION OF WASTEWATER BIOSOLIDS FOR THE CITY OF JACKSON

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM NO	DESCRIPTION	TOTAL COST
1	Cost per gallon to pump haul and land apply liquid biosolids	$0.0463
2	Cost per cubic yard to load, haul and land apply dry biosolids	$39.22
3	ALTERNATE PRICE: Cost per cubic yard to haul and land apply dry biosolids with City providing loader and operator.	$34.58

Submitted Bid:	BioTech Agronomics, Inc.
Labor Costs:	Labor costs are included in the per gallon & cubic yard unit rates
Materials Costs:	Material costs are included in the per gallon & cubic yard unit rates
Equipment Costs:	Equipment costs are included in the per gallon & cubic yard unit rates
Possible Change Orders:	BioTech Agronomics, Inc may request if possible a reasonable fuel surcharge if the price of diesel fuel exceeds $5.50 per gallon.

Bidder's Name:	BioTech Agronomics, Inc.
Address:	1651 Beulah Highway
City, State, Zip:	Beulah, Michigan 49617
Telephone:	231-882-7219
Fax:	231-882-9690

Email Address:	dpopma@biotechag.com
Federal ID Number:	42-1535358
Bid Signed By:	Don Popma (Print or Type)
Title:	General Manager

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By _____ Its General Manager

CONTRACT COMPLIANCE

DATE: November 29, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

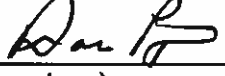
Don Popma certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Don Popma understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 1/10/2023

By: Don Popma
(Bidder's Name)

By: 
(Signature)

By: General Manager
(Title)

1651 Beulah Highway
Address

Beulah
City

Michigan 49617
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, 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, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

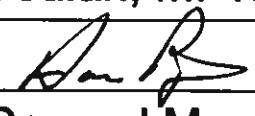
(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: BioTech Agronomics, Inc.

ADDRESS: 1651 Beulah Highway

Beulah, MI 49617

SIGNED BY: 

TITLE: General Manager

DATE: 1/10/2023

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 1/10/2023

By: Don Popma
(Bidder's Name)

By: _____
(Signature)

By: General Manager
(Title)

1651 Beulah Highway
Address

Beulah
City

Michigan 49617
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Kent)

Kelly Jo Paiz, being first duly sworn, deposed and says that:

1. He is Don Poma of, BioTech Agronomics Inc the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 1-3-23 By: Don Poma BioTech Agronomics, Inc.
(Company)

By: General Manager
(Title)

Subscribed and sworn to before me, a Notary Public, this 3 day of January, 2023.

Notary Public, _____ County,
My commission expires: _____

Kelly Jo Paiz
Notary Public State of Michigan
Newaygo County
My Commission Expires 2/9/2029
Acting in the County of Kent

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

BioTech Agronomics, Inc. may utilized D.H.T located at 2695 W. Vasser Rd., Reese, MI 48757 for the hauling of cake biosolids in gravel trains. DHT is a employee owned Co.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Don Popma an authorized representative of BioTech Agronomics, Inc. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 1/10/2023

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Don Popma	BioTech Agronomics, Inc.
Telephone	Email Address
231-882-7219	dpopma@biotechag.com

Contract or matter pending with the City:

_____

_____

I, Don Popma, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

■ None of the above apply.

Dated: 1-3-23

Dan P
_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF ~~JACKSON~~ Kent)

The foregoing instrument was acknowledged before me this 3 day of January, 2023

By _____

Kelly Jo Palz
Notary Public State of Michigan
Newaygo County
My Commission Expires 2/9/2029
Acting in the County of Kent

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	BioTech Agronomics, Inc.
ADDRESS:	1651 Beulah Highway
CITY, STATE, ZIP:	Beulah, MI 49617
TELEPHONE:	231-882-7219
OFFICERS:	
President: Kevin Bonney	Email Address: kgbonney@biotechag.com
Vice President:	Email Address:
Secretary: Keith Bonney	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 23	
PARENT COMPANY NAME:	same
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	2000

CRITERIA 3:

State and local licenses and license numbers held by your organization:

Biosolids Management Services in Michigan currently do not require State or Local licenses. N/A
Our MDOT # is 1188243

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

Other than general equipment and safety training - BioTech does not have apprentice or journeyman training programs.

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

Drivers need to maintain proper drivers licenses.

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

BioTech Agronomics, Inc. currently does not have any non-US citizens employed.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☑ NONE

CRITERIA 9:

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.

☑ NONE

CRITERIA 10:

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

☑ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	Lenz-Balder Insurance, Inc.
Type of Coverage:	See attached certificate
Telephone:	616-748-9440

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☑ Yes, we have a Fitness for Duty Program

☐ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

BioTech Agronomics, Inc. shall ensure that treated Class B biosolids will be safely transported to EGLE permitted land application site(s) and that the biosolids will be applied at agronomic rates per the City of Jackson's Residual Management Plan (RMP)

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

BioTech Agronomics, Inc. does not employ or require any craft employees for this project.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

BioTech Agronomics, Inc. will comply with the new ordinance.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

The cost of fuel greatly affects our business. The cost of fuel has fluctuated sharply in the year 2022 and impacted our ability to maintain a profit on many projects. Depending on what the actual price of fuel might be would determine what our additional cost(s) would be.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.

All managers and management of BioTech Agronomics, Inc. are qualified. The Owner and General Manager have over 55 years of experience.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Our testing laboratory(s) have QC programs that are strictly adhered to and can be provided if needed.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

BioTech Agronomics, Inc. strives to be efficient.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☑ No

Additional Information:

This entire section appears to be non applicable to BioTech Agronomics, Inc.

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☐ Yes ☑ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

BioTech Agronomics, Inc. generally employs truck drivers, equipment operators, general laborers, and mechanics. We currently have over 38 employees that live throughout the State of Michigan. We would welcome any qualified individuals from the City of Jackson area to join our team.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

BioTech Agronomics, Inc is an Equal Employment Opportunity Employer.

BioTech Agronomics, Inc. / Don Popma, General Manager

Print Firm Name/Principal

Don Popma BioTech Agronomics, Inc

Signature/Principal

1/10/2023

Date

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	BioTech Agronomics, Inc.
Labor Costs:	Included in the unit rate(s)
Materials Costs:	Included in the unit rate(s)
Equipment Costs:	Included in the unit rates(s)
Possible Change Orders:	Fuel costs.

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five

(5) years including information regarding records of performance and job site cooperation.

3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

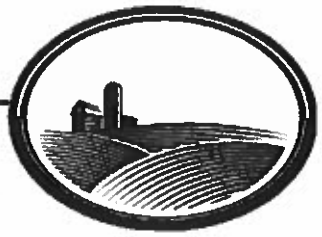
Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women,

veterans, returning citizens, and small businesses.

3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

BioTech Agronomics, Inc.
Residual Management Company
1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690
www.biotechag.com



1/10/2023

RESPONSIBLE CONTRACTOR ORDINANCE

ATTACHMENTS

BioTech Agronomics, Inc.

Residual Management Company

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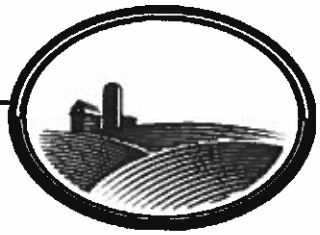


Criteria 6 - attachment

Company Overview:

BioTech Agronomics, Inc., is a Michigan based business incorporated in the State of Michigan. The business was started in the year 2000 by Mr. Kevin Bonney. Our company prides itself on our reputation for honesty, integrity, and professionalism throughout the biosolids industry.

BioTech Agronomics currently provides professional residuals management services for over 95 municipal and industrial wastewater plants within the State of Michigan. A few of our respected clients include the City of Battle Creek, Oakland County, and the City of Detroit.

Management Team:

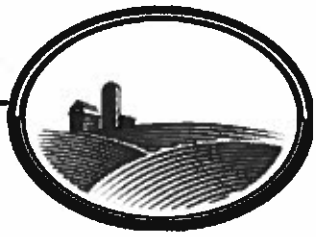
Mr. Kevin Bonney: President and CEO

As President of BioTech Agronomics, Inc., Mr. Bonney began his independent successful enterprise in the biosolids management field in 2000. He has developed a staff of professionals with a clear focus on service and administration of BioTech's customer base and business development. The objective of our firm is to dedicate senior level management for oversight of all projects. Service to our clients is his major focus.

Mr. Bonney is also CEO of the corporation. Mr. Bonney will be directly involved in the on-going operations at your facility. With over twenty-five years of experience in environmental contracting he has an acute awareness of the resources required for each task. Mr. Bonney will ensure that those resources are available on your project.

Mr. Donald Popma: General Manager

Don has been in the Residuals Management Business for over 30 years and has experience and expertise with both municipal and industrial residuals. Don has been responsible for hundreds of projects throughout the Midwestern states with hands on experience in areas of the business such as permit compliance, land permitting, customer and public relations, sales, dewatering, and both liquid and cake land application beneficial reuse operations. Don has successfully completed courses at Davenport College and Grand Rapids Community College in Business Management and Inter-Personal Communication and Agronomy courses through Michigan State University. Don is a long-time member of the Michigan Water Environment Association (MWEA) and received the Residuals Management Professional of the Year award. He is responsible for all business development of



sales and the general oversight of day-to-day operations within the Company to direct responsibility of all matters of new and existing projects.

Mr. AJ Elliott: Director of Operations

AJ joined the firm in 2015, was appointed to Land Manager a few months later, and became the Director of Operations in 2018. AJ has over 12 years of business management experience, and grew up around the waste management industry. He has experience in all areas of the business such as land permitting, permit compliance, and customer and public relations with both liquid and cake application. AJ routinely meets and coordinates with WWTP staff to ensure that all details associated with the various projects are addressed. His responsibility to schedule equipment and personnel will ensure the necessary resources are available to fulfill the various project obligations. AJ is responsible for the day-to-day operations of all application crews and agronomy staff.

Mr. Russ Eberhart: Compliance Manager

Russ joined the firm in 2001 and was appointed Operations Manager in 2003. In 2014 Russ was appointed to be our Compliance Manager to maintain and ensure 100% compliance in all areas of the company. His extensive knowledge of the operations over his tenure with BioTech has made Russ an integral and valuable member of the management team. Russ is responsible for all EGLE reporting requirements for all projects.

Mrs. Jennifer Wightman: Office Manager

Jennifer joined the company in 2013 after working in the remediation and insurance industries. Jennifer earned her Bachelor's Degree in Business Administration, majoring in Accounting, from Western Governors University and has 20 years of Office Management experience. Jennifer is responsible for the daily operation of Accounts Receivable, Accounts Payable, Payroll, Insurance, Tax, Unemployment, and all financial issues, as well as direct support to the CEO and the rest of the management team. She and her husband spend most of their free time boating and camping near White Cloud Michigan.

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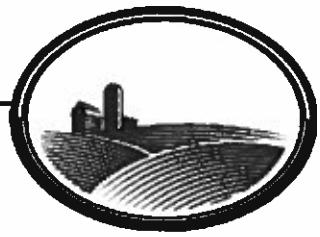


Mr. Matt Chrisinske: Land Manager

Matt joined BioTech in March of 2020 as a Land Manager. A graduate of Ferris State University, he has spent the last 10 years managing hotels and restaurants, before leaving to spend more time with his wife Katelyn and daughter Emmerson. Matt, along with his cousin, took over his family farm in 2012 due to the unexpected passing of his father. His family has been having biosolids applied on their farm for over 30 years. This uniquely qualifies him to speak to the benefits of biosolids and how the program can easily be integrated into most farm operations. Today the 1600-acre farm applies five to six million gallons across three to four hundred acres annually, all while practicing proper crop rotation, reduced fertilizer inputs, conservation practices like buffer strips and cover crops. When he is not working for BioTech, Matt manages the business, fertility and pesticide programs on his farm. He also enjoys spending time outdoors with his wife and daughter, be it in the garden, on the lake, or hunting.

Mr. Philip Loew: Land Manager

Phil joined BioTech in July 2022 as a Land Manager. A graduate of Michigan State University with a BS Degree and Western Michigan University with a MS Degree, he has spent the last 25 years involved with environmental clean-up, wastewater operations, and conducting safety training, as project manager and geologist. Phil also taught an Environmental Science class at NMC. Phil recently was a truck driver for the past two years.

Phil's understanding of wastewater and waste lagoon management, uniquely qualifies him to speak to the benefits of biosolids and how the program can easily be integrated into most farm operations.

Phil and his wife Laurie have raised three young men who are all three Eagle Scouts, and successful in their lives and careers. When he is not working for BioTech, Phil enjoys spending time outdoors riding his motorcycle, fishing, or hunting.

#7 Criteria 7 attachment

MERCHANTS BONDING COMPANY

December 27, 2022

RE: Principal: BioTech Agronomics, Inc.
Current Bonding Limits: $1,000,000 single, $5,000,000 aggregate
Providing Surety Needs Since: 2011

We are pleased to write to you concerning the above principal. We would anticipate no problems providing the customary performance and payment bonds for their normal scope of work should they enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A VIII" company and is an admitted surety in all states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although this principal has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service.

Jason Dettbarn, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Dallas)

On this 27th day of December, 2022, before me personally appeared Jason Dettbarn, of Merchants Bonding Company, who being sworn, stated that he/she is Attorney-In-Fact for the surety and that he/she signed this instrument for the surety.

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee, Notary Public
My commission expires: April 14, 2024

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jason Dettbarn

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003 INCORPORATED

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933 INCORPORATED

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of December , 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003 INCORPORATED

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933 INCORPORATED

William Warner Jr.
Secretary

POA 0018 (10/22)

Criteria 11 – attachment

BIOTECH-01 JTWORK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2022

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

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

PRODUCER Lenz-Balder Insurance, Inc. 340 120th Ave Holland, MI 49424	CONTACT NAME: Jessie Twork PHONE (A/C, No, Ext): (616) 748-9440 FAX (A/C, No): (616) 748-9444 E-MAIL ADDRESS: jtwork@lenzbalderins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Bio Tech Agronomics, Inc. & Bonney Brothers Pumping Company 1651 Beulah Hwy Beulah, MI 49617	INSURER A : Allied Property and Casualty Company	
	INSURER B : Accident Fund Company, Inc.	10166
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		ACP7181441415	12/11/2022	12/11/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY							
	[X] ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			ACP7181441415	12/11/2022	12/11/2023	BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR							
	[X] EXCESS LIAB [ ] CLAIMS-MADE			ACP7181441415	12/11/2022	12/11/2023	EACH OCCURRENCE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0						AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A			WCV0384271	12/11/2022	12/11/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability/Admiral Insurance Company #FEIECC1690909: 8/4/2022-8/4/2023 $1,000,000 Limit

The City of Jackson, its agents, representatives, officers, and employees are additional insured with respect to General Liability on a primary and non-contributory basis as required by written contract for work or services provided by insured. The City of Jackson is additional insured with respect to Pollution Liability as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Criteria 12 - attachment

BioTech Agronomics, Inc.

Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

www.biotechag.com

1/10/2023

BioTech Agronomics, Inc. owns and operates a fleet of road tractors, tankers, field applicators, pumps, pump tractors, gravel trains and service trucks. We also maintain a repair facilty located at 1651 Beulah Hwy., Beulah, MI.

We normally have 5-6 liquid applications crews working throughout the state 10 months of the year. We have plenty of equipment already operating and no additional capital expense is required for this project.

Criteria 19 - attachment

BioTech Agronomics, Inc.

Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

www.biotechag.com

List of References

January 10, 2023

City of Reed City WWTP
Mr. Curt Brackenrich, Supt.
227 E. Lincoln Street
Reed City, MI 49677
(231) 832-5353
Liquid land application of 2,500,000 gallons of class B biosolids annually

Bay County WWTP
Mr. Allen Cardinal, Supt.
3933 Patterson Road
Bay City, MI 48706
(989) 684-3883
Land Application of 3,000,000 gallons of class B biosolids annually

City of Battle Creek WWTP
Mr. Rodney Clifton, Supt.
2000 W. River Road
Battle Creek, MI 49015
(269) 966-3513
Liquid land application of 14,000,000 gallons of class B biosolids annually

City of Big Rapids WWTP
Mr. Dave Cushway, Supt.
226 North Michigan Ave.
Big Rapids, MI 49307
(231) 796-8483
Land Application of 1,500,000 gallons of class B biosolids annually

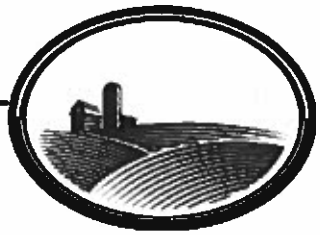
City of Jackson WWTP
Mr. Trent Stockman, Supt.
2995 Lansing Ave
Jackson, MI 49202
(517) 768-6147
Land Application of 4,500,000 gallons of class B biosolids annually.

BioTech Agronomics, Inc.

Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

www.biotechag.com



Criteria 22 - attachment

List of References

January 10, 2023

City of Reed City WWTP
Mr. Curt Brackenrich, Supt.
227 E. Lincoln Street
Reed City, MI 49677
(231) 832-5353
Liquid land application of 2,500,000 gallons of class B biosolids annually
Annual value as of 2022 is $85,000 - Extensions approved. No contractual issues.

Bay County WWTP
Mr. Allen Cardinal, Supt.
3933 Patterson Road
Bay City, MI 48706
(989) 684-3883
Land Application of 3,000,000 gallons of class B biosolids annually
Annual value as of 2022 is $135,000 - Extensions approved. No contractual issues.

City of Battle Creek WWTP
Mr. Rodney Clifton, Supt.
2000 W. River Road
Battle Creek, MI 49015
(269) 966-3513
Liquid land application of 14,000,000 gallons of class B biosolids annually
Annual value as of 2022 is $700,000 - Extensions approved. No contractual issues.

City of Big Rapids WWTP
Mr. Dave Cushway, Supt.
226 North Michigan Ave.
Big Rapids, MI 49307
(231) 796-8483
Land Application of 1,500,000 gallons of class B biosolids annually
Annual value as of 2022 is $72,000 - Extensions approved. No contractual issues.

City of Jackson WWTP
Mr. Trent Stockman, Supt.
2995 Lansing Ave
Jackson, MI 49202
(517) 768-6147
Land Application of 5,000,000 gallons of class B biosolids annually.
Annual value as of 2022 is $185,000 - Extension approvals vary. No contractual issues.

Criteria 24. attachment

LENZ-BALDER
INSURANCE

December 27, 2022

Re: BioTech Agronomics, Inc.

To whom it may concern:

This letter confirms the experience modification factor for BioTech Agronomics, Inc. located in Beulah Michigan for the time period shown below:

12/11/2019 – 12/11/2020 is 1.00
12/11/2020 – 12/11/2021 is 0.99
12/11/2021 – 12/11/2022 is 0.99
12/11/2022 – 12/11/2023 is 0.99

Please do not hesitate to contact me if you have any questions.

Sincerely,

Brad Balder
President

Independent Insurance Agent
340 120th Avenue, Holland, MI 49424 P: 616-748-9440 F: 616-237-5915
WWW.LENZBALDERINS.COM

BioTech Agronomics, Inc.

Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

www.biotechag.com

Criteria 26 - Attachment

1/10/2023

BioTech Agronomics, Inc. does not have any master or journeypersons employed at this time. Therefore, no certifications are available to include with our bid submittal.

N/A

Criterion 28 - attachment

3 EMPLOYMENT POLICIES

3.1 Philosophy and Work Environment

The personnel policies of BioTech Agronomics, Inc. are designed to help build a work environment that recognizes you as a valuable resource who is essential to our success. In turn, BioTech Agronomics, Inc. trusts that you will give your very best efforts and will work cooperatively with others as you perform your job. There is a strong partnership between you, your supervisor, and all other employees of BioTech Agronomies, Inc. in which the effectiveness and success of each person depends on the willing cooperation and trust of all the others.

To foster this environment, BioTech Agronomics, Inc. has three overall employee relations objectives. First, to help assure that you are treated with dignity and respect in your employment relationship with us; second, to recognize you as an individual; and third, to help you and all other employees of BioTech Agronomics, Inc. realize job satisfaction as part of a team that is dedicated to maintaining the highest quality products and services.

3.2 Equal Opportunity and Non-Discrimination

In keeping with its goals of individual recognition and treatment characterized by dignity and respect, BioTech Agronomics, Inc. is committed to providing equal employment opportunities to employees and to applicants for employment and will not discriminate on the basis of race, creed, color, religion, national origin, sex, age, disability, height, weight, veteran or marital status or any other reason prohibited by law in hiring, promotion, or any other aspect of your employment with us. As part of this policy, BioTech Agronomics, Inc. has a zero-tolerance policy on abusing the dignity of anyone through jokes, slurs, or other derogatory comments or statements that refer to ethnic origin, race, sex, religion, age, disability, height, weight, veteran or marital status or conduct of any objectionable nature. Any employee, supervisor, or other representative of BioTech Agronomics, Inc. who violates this policy will be subject, in the sole discretion of BioTech Agronomics, Inc. to prompt disciplinary action, up to and including discharge.

3.3 Employment of the Disabled

BioTech Agronomics, Inc. welcomes disabled applicants, including disabled veterans, and does not discriminate against people with disabilities. It is BioTech Agronomics, Inc.'s policy to employ and promote qualified disabled employees, using the same criteria that are used in the employment of other employees. BioTech Agronomics, Inc. will also make reasonable accommodations for the limitations of qualified disabled individuals, provided it would not result in undue hardship to BioTech Agronomics, Inc.

Disabled employees who require accommodations should contact the President or his designated representative.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Michigan AgriBusiness Solutions, LLC
9209 Heatherfield Lane
Saginaw, MI 48609

SURETY:
(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Jackson

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: City of Jackson Michigan- Hauling and Land Application of Wastewater Biosolids for the City of Jackson
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of January , 2023

(Witness) Kimberly Bennett	Michigan AgriBusiness Solutions, LLC *(Principal)* *(Seal)*
(Witness) Kim Bennett	*(Title)* President / MBR
	United States Fire Insurance Company *(Surety)* *(Seal)*
	(Title) Ian Foster *, Attorney-in-Fact*

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POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0112922

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Cusenza, James Slear, Heather Buonodono, Ian Foster

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125533
My Commission Expires 4/7/2026

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of January 20 23

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President

CHECKLIST FOR BID SUBMITTAL

X BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

X PROPOSAL SHEETS – Please fill out and have notarized your proposal sheets

X SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sams.gov Unique Identity Number: CBCPMW3TLBT3 if you have received it.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 1/4/2023

In compliance with your invitation for bids dated **November 29, 2022** to perform **HAULING AND LAND APPLICATION OF WASTEWATER BIOSOLIDS FOR THE CITY OF JACKSON**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of Saginaw, Michigan
   doing business as Michigan AgriBusiness Solutions, LLC
   at 3050 Freeway Lane, Saginaw, MI 48601
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of _____
   organized and existing under the laws of the State of _____
   with offices at _____

   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 61-1816212

(Corporate Seal, if applicable)

Name of Bidder: Michigan AgriBusiness Solutions

Signed By: James Jurgens

Its: President / Member

N 1-4-23

BID SHEET

DATE:

PROPOSAL FOR: HAULING AND LAND APPLICATION OF WASTEWATER BIOSOLIDS FOR THE CITY OF JACKSON

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM NO	DESCRIPTION	TOTAL COST
1	Cost per gallon to pump haul and land apply liquid biosolids	$0.041
2	Cost per cubic yard to load, haul and land apply dry biosolids	$29.00
3	ALTERNATE PRICE: Cost per cubic yard to haul and land apply dry biosolids with City providing loader and operator.	$25.50

1-4-23

Submitted Bid:	$0.041 pps
Labor Costs:	Included
Materials Costs:	No material costs
Equipment Costs:	Included
Possible Change Orders:	N/A

Bidder's Name:	Michigan AgriBusiness Solutions, LLC
Address:	3050 Freeway Lane
City, State, Zip:	Saginaw, MI 48601
Telephone:	989-399-0800
Fax:	989-399-0811

Email Address:	jim@michagbusiness.net
Federal ID Number:	61-1816212
Bid Signed By:	James C Jurgens Print or Type
Title:	President / Member

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By James Jurgens Its President / Member

CONTRACT COMPLIANCE

DATE: November 29, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Michigan AgriBusiness Solu certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Michigan AgriBusiness Solu understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 1/4/23

By: Michigan AgriBusiness Solutions
(Bidder's Name)

By: _____
(Signature)

By: President / Member
(Title)

3050 Freeway Lane
Address

Saginaw
City

MI 48601
State and Zip

1-4-23

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, 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, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

1-4-23

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Michigan AgriBusiness Solutions

ADDRESS: 3050 Freeway Lane

Saginaw, MI 48601

SIGNED BY:

TITLE: President / Member

DATE: 1/4/23

1.4.23

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 1/4/23

By: Michigan AgriBusiness Solutions
(Bidder's Name)

By: _____
(Signature)

By: President / Member
(Title)

3050 Freeway Lane
Address

Saginaw
City

MI 48601
State and Zip

1-4-23

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Ohio)
ss
COUNTY OF Medina)

James Jurgens, being first duly sworn, deposed and says that:

1. He is President / Member of, Michigan AgriBusiness Solutions the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 1/4/23

By: Michigan AgriBusiness Solutions
(Company)

By: President / Member
(Title)

Subscribed and sworn to before me, a Notary Public, this 6 day of January 2023.

Madelynne Smith
Notary Public, State of Ohio
My Commission Expires
March 16, 2027

Notary Public, Medina County,
My commission expires: 03-16-2027

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Durango Trucking - Subcontracted hauler of materials

utilizing MAS owned tankers. This supplier is a registered, minority owned business.

Address: 3121 Chicago Drive SW, Suite D, Grandville, MI 49418

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, James Jurgens an authorized representative of Michigan AgriBusiness Solutions am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 1/4/23

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
James Jurgens	Michigan AgriBusiness Solutions
Telephone	Email Address
989-399-0800	jim@michagbusiness.net

Contract or matter pending with the City:

Hauling and land application of wastewater biosolids for the City of Jackson

I, James Jurgens, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated:

Signature

STATE OF ~~MICHIGAN~~ Ohio)
) SS
COUNTY OF ~~JACKSON~~ Medina)

The foregoing instrument was acknowledged before me this 6 day of January, 2023
By James Jurgens.

State of: Ohio
County of: Medina
The forgoing document was acknowledged
before me 6 day of Jan. 2023
Your Name Here, Notary Public
My Commission Expires: 03-16-2027

Maddlynne Smith
Notary Public, State of Ohio
My Commission Expires
March 16, 2027

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Michigan AgriBusiness Solutions
ADDRESS:	3050 Freeway Lane
CITY, STATE, ZIP:	Saginaw, MI 48601
TELEPHONE:	989-399-0800
OFFICERS:	
President: James Jurgens	Email Address: jim@michagbusiness.net
Vice President: Ken Wegener	Email Address: ken@michagbusiness.net
Secretary: Crystal Wegener	Email Address: crystal@michagbusiness.net
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 7	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	4/1/2017

1-4-23

CRITERIA 3:

State and local licenses and license numbers held by your organization:

N/A

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

Safety training protocols

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

Agreed

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

The company is compliant

1-4-23

CRITERIA 6 (ATTACHMENT REQUIRED) N/A

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED) See Attached

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☑ NONE

CRITERIA 9:

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.

☑ NONE

CRITERIA 10:

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

☑ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	Mourer-Foster Accident Fund et al
Type of Coverage:	All
Telephone:	517-371-2300

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☒

CRITERIA 12 (ATTACHMENT REQUIRED): N/A

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☐ Yes, we have a Fitness for Duty Program

☑ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

MAS has a full allotment of labor and equipment as well as the capabilities to perform this work for the City of Jackson.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

MAS confirms that all craft employees of employ on this project will be paid current wage rates and benefits as required by applicable federal, state, or local wage laws.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

MAS confirms the obligation to comply with this Ordinance of the contract and subcontract.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

N/A

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.

Our company has been in business for 7 years. Our staff has over 100 years of experience in biosolid management and liquid land application.

1-24-23

CRITERIA 19 (ATTACHMENT REQUIRED): Attached

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

N/A

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

MAS assures that all work on this project will proceed economnically, efficiently, continuously and without interruption.

CRITERIA 22 (ATTACHMENT REQUIRED): See Attached

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

1-4-23

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Non-construction

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☑ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED) See Attached

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☐ Yes ☑ No

CRITERIA 26 (ATTACHMENT REQUIRED): N/A

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

It is anticipated that 30% of our workforce may come from the City of Jackson area.

CRITERIA 28 (ATTACHMENT REQUIRED): N/A

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

MAS operates as an equal opportunity employment company.

James Jurgens

Print Firm Name/Principal

Signature/Principal

1/4/23

Date

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	No change orders expected
Labor Costs:	No change orders expected
Materials Costs:	No change orders expected
Equipment Costs:	No change orders expected
Possible Change Orders:	No change orders expected

1-4-23

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women,

veterans, returning citizens, and small businesses.

3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

MAS Bid Responses

Company Introduction

Michigan AgriBusiness Solutions (herein known as "MAS") in a Michigan based partnership founded in 2017. Partners Jim Jurgens and Ken Wegener formed a business from the remains of the exit of Synagro Central, LLC from the Michigan market. MAS purchased over $1m in equipment from their former company while starting operations on April 1, 2017. The company, in 2017 and 2018, has hauled and land applied over 300 million gallons of biosolids in Michigan. The company is headquartered at 3050 Freeway Lane, Saginaw, MI 48601.

Project Personnel

Jim Jurgens, President/Member
Mr. Jurgens is responsible for overall management of biosolids project operations throughout Michigan. This includes supervision of Operation Managers, the Tech Service Manager and Tech Service Specialists, the equipment maintenance, transportation, permit compliance and customer relations.

Mr. Jurgens started MAS in 2017 after 10 years as a General Manager in manufacturing and service businesses. He has a B.A. degree in Business Administration from Baldwin Wallace College in Cleveland, Ohio. He earned his MBA in 2016 from Keller Graduate School of Management. Lastly, he earned his Black Belt Six Sigma certification from Notre Dame in 2008.

Ken Wegener, General Manager
As General Manager, Mr. Wegener is responsible for the overall management of all Michigan projects throughout the state. His responsibilities include supervision of Assistant Operation Managers, equipment maintenance, transportation, and customer relations.

Mr. Wegener has 30 years of experience in the industry. He currently oversees 7 full-service liquid land application crews that cover the State of Michigan. His span of responsibility covers over 60 municipal and industrial clients who generate over 140 million gallons of annual biosolids.

Bill Goetsch Technical Services Specialist
As Technical Services Specialist, Mr. Goetsch is responsible for oversight of our technical services staff for the State of Michigan. Bill has worked with over 75 Michigan WWTP's relative to biosolids management throughout the state. He has worked in Technical Services since 2005. His experience includes Residuals Management Plan Permit writing, biosolids sampling and procedures, land base permitting and maintenance, fertility recommendations, reporting and monitoring, and regulatory liaison, among others.

Mr. Goetsch has a B.S. in Food Systems Economics and Management with an emphasis in Crops and Soil Science from Michigan State University. He is a member of the Michigan Water Environment Association. He participates on the Biosolids Committee.

Michigan AgriBusiness References

Project/Bid:
City of Jackson

Benton Harbor / St. Joseph Joint WWTP
Mr. Timothy Lynch
269 Anchors Way
St. Joseph, MI 49085
269-983-7719

City of Petoskey WWTP
Ms. Sherrie Elliott
101 East Lake Street
Petoskey, MI 49770
231-348-0368

City of Saginaw WWTP
Mr. Pat Frazee
2406 Veterans Memorial Parkway
Saginaw, MI 48603
989-759-1630

Genesee County, Michigan
Mr. Joseph Goergen
G-9290 Farrand Road
Montrose, MI 48457
810-232-7662

Saginaw Township WWTP
Lee Keysor
5790 W. Michigan Ave
Saginaw, MI 48609
989-791-9870

Lapeer WWTP
Mr. Mike Wurtz
1264 Industrial Drive
Lapeer, MI 48446
810-664-6887

MAS Similar Projects

Project 1 2022 (JUN-AUG) Angel Pichala	Michigan Sugar (989) 686-0164 ext. 358	100% complete on ~20m gallons
Project 2 2021 (MAY-AUG) Angel Pichala	Michigan Sugar (989) 686-0164 ext. 358	100% complete on ~22m gallons
Project 3 2022 (APR-NOV) Brian Baldwin	City of Saginaw 989-759-1630	90% complete on ~17m gallons
Project 4 2021 (APR-NOV) Brian Baldwin	City of Saginaw 989-759-1630	90% complete on ~17m gallons
Project 5 2022 (MAY-NOV) Keith Sanders	Ann Arbor 734-794-6450	90% complete on ~15.5m gallons
Project 6 2020 (MAY-NOV) Keith Sanders	Ann Arbor 734-794-6450	100% complete on ~15.5m gallons
Project 7 2017 (APR-NOV) Tim Lynch	Benton Harbor / St. Joseph 269-983-7719	100% complete on ~8m gallons
Project 8 2018 (APR-NOV) Tim Lynch	Benton Harbor / St. Joseph 269-983-7719	100% complete on ~8m gallons
Project 9 2017 (APR-NOV) Joe Goergen	Genesee County 810-232-7662	100% complete on ~28m gallons
Project 10 2018 (APR-NOV) Joe Goergen	Genesee County 810-232-7662	100% complete on ~28m gallons

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Michigan AgriBusiness Solutions, LLC

Street: 3050 Freeway Lane

City: Saginaw State: Michigan Zip: 48601

Industry description (e.g., Manufacture of motor truck trailers)
Hauling and Land Application of Biosolid Waste

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 2 1 3 2 0

Employment information

Annual average number of employees: 20

Total hours worked by all employees last year: 34036.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

James C. Jurgens
Company executive

President
Title

989-399-0800
Phone

2/1/2020
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name: Michigan AgriBusiness Solutions, LLC

Street: 3050 Freeway Lane

City: Saginaw State: Michigan Zip: 48601

Industry description (e.g., Manufacture of motor truck trailers)
Hauling and Land Application of Biosolid Waste

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 2 1 3 2 0

Employment Information

Annual average number of employees: 20

Total hours worked by all employees last year: 35211.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

James C. Jurgens
Company executive

President
Title

989-399-0800
Phone

2/1/2021
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Michigan AgriBusiness Solutions, LLC

Street: 3050 Freeway Lane

City: Saginaw State: Michigan Zip: 48601

Industry description (e.g., Manufacture of motor truck trailers)
Hauling and Land Application of Biosolid Waste

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 2 1 3 2 0

Employment information

Annual average number of employees: 20

Total hours worked by all employees last year: 31617

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

James C. Jurgens
Company executive

President
Title

989-399-0800
Phone

2/1/2022
Date

MICHAGR-01 MCOSGROVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/4/2023

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

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

PRODUCER	CONTACT NAME: John Foster
Mourer Foster, Inc 615 N. Capitol Ave. Lansing, MI 48933	PHONE (A/C, No, Ext): (517) 371-2300 FAX (A/C, No): (517) 371-2174 E-MAIL ADDRESS: info@mourerfoster.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hamilton Specialty Ins Co	13551
INSURER B : Arch Insurance Company	11150
INSURER C : Accident Fund Company	10166
INSURER D : Auto-Owners Insurance Company	18988
INSURER E : Tokio Marine America Insurance Company	10945
INSURER F :	

INSURED

Michigan AgriBusiness Solutions, LLC
3050 Freeway Lane
Saginaw, MI 48601

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER: Pollution	X		ENVPKGHI274112	8/30/2022	8/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		FBCAT0554000	9/2/2022	9/2/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		ENVXSHI274111	8/30/2022	8/30/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP100010121 01	2/25/2022	2/25/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			06307866	8/29/2022	8/29/2023	Leased/Rented Equip	200,000
E	Pollution Liability			PPK2399102	4/3/2022	4/3/2023	Each Occ/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jackson is listed as additional insured

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: ENVPKGHI274112 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: City of Jackson

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: February 7, 2023

SUBJECT: **Jackson Wastewater Treatment Plant Main Switchgear Project Change Order No 1**

Recommendation:
Approve Project Change Order No 1, for the Jackson Wastewater Treatment Plant Main Switchgear Project to allow Expo Technologies LLC to perform the unforeseen but necessary wire replacement in the amount of $16,839.00.

Your consideration and concurrence is appreciated.

Michael G. Osborn

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: February 7, 2023

RECOMMENDATION: Approve Project Change Order No 1, for the Jackson Wastewater Treatment Plant Main Switchgear Project to allow Expo Technologies LLC to perform the unforeseen but necessary wire replacement in the amount of $16,839.00.

SUMMARY

The existing 300 kcmil cables are an adequate size given our current demand and dual service feed arrangement. However, if we're going to replace the cables, then we would recommend increasing it to 350 kcmil for flexibility in the future (e.g. if our demand increased in the future, the cables could be our limiting factor if not upsized.) Fishbeck and Consumers Energy both recommend that the conductors be replaced at this time, due to the age and reliability of the electrical service to the facility. If it is going to be done, now is the optimal time. Expo Technologies, LLC would be able to complete this work without any additional shutdowns to the Wastewater Treatment Plant.

BUDGETARY CONSIDERATIONS

The original approved Medium Voltage Switchgear Project was $336,898.00. The funding of $16,839.00 required for this change order will come out of the Wastewater equipment replacement fund 406-548-000-985.000. This brings the Total Project cost to $353,791.00.

HISTORY, BACKGROUND and DISCUSSION

The Jackson Wastewater Treatment Plant receives two 8320Y/4800-volt, 3-phase electrical services from Consumers Energy. The two services are referred to as the Parnall and Wisner Circuits with the preferred circuit being Parnall. Both services are normally energized, but only one is used at a time. Power is distributed via a network of switchgear, unit substations, motor control centers, and distribution panel boards. Some equipment is double-ended, capable of being supplied by two separate power sources, while other equipment is single-ended, supplied by a single power source. A majority of the existing power distribution equipment is old and replacement parts may be difficult to find, especially new parts. In some cases, remanufactured parts may have to be used for repairs. This project shall include the replacement of the medium voltage main switchgear equipment and installation by the contractor.
The cable originally was the property of Consumers Energy. As part of this project, the city acquired some equipment and cables, because control of this equipment was in the best interest of the City of Jackson Wastewater Treatment Plant. It is most conducive to the plant staff to have control of this equipment as it is located within a city building. The wire being replaced runs from the Consumers Energy metering cabinet to the main switchgear at the Wastewater Treatment Plant. It was discovered in the field when Consumers Energy was replacing their metering cabinet that the cable was beyond its useful life, as it is over fifty years

old. In summary, it doesn’t make sense to replace the metering cabinet and switchgear but leave the fifty year old cable in between.

POSITIONS

I recommend we approve Project Change Order No 1, for the Jackson Wastewater Treatment Plant Main Switchgear Project to allow Expo Technologies LLC to perform the unforeseen but necessary wire replacement in the amount of $16,839.00**.**

Change Order No. 1
To Contract for
Jackson WWTP Medium Voltage Main Switchgear Replacement
Wastewater Treatment Plant Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	**$336,898.00**
Change Order NO. 1	**$16,893.00**
NEW CONTRACT AMOUNT AS SET BY Change Order NO. 1	**$353,791.00**

REASON FOR AMENDMENT:

The existing 300 kcmil cables are an adequate size given our current demand and dual service feed arrangement (they could actually be smaller). But if we're going to replace the cables, then we would recommend increasing it to 350 kcmil for flexibility in the future (e.g. if our demand increased in the future, the cables could be our limiting factor if not upsized.) Fishbeck and Consumers both recommend that the conductors be replaced at this time, due to the age and reliability of the electrical service to the facility. If it is going to be done, now is the optimal time. Expo Technologies, LLC would be able to complete this work without any additional shutdowns to the Wastewater Treatment Plant.

_____
Prepared by Michael Osborn
Director of Public Works

ACCEPTED BY:

_____ _____
Michael Odrobina, President Date:
Expo Technologies, LLC

ACCEPTED BY:

_____ _____
Michael Osborn, Director of Public Works Date:

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager Date:

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 7, 2023

SUBJECT: **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for the removal of one streetlight**

Recommendation:

Approve the Resolution for Changes to the Standard Lighting Contract for one streetlight removal with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, and plan sheet from Consumers Energy regarding the removal of one streetlight in the alley between Washington Avenue and Cortland Street, next to Parking Lot 9.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: February 7, 2023

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

SUMMARY

The City has requested that Consumers Energy remove one (1) streetlight in the alley between Washington Avenue and Cortland Street next to Parking Lot 9. Attached is an Authorization for Change in Standard Lighting Contract form, a Resolution for City Council Adoption, and additional information from Consumers.

BUDGETARY CONSIDERATIONS

There is no charge for this removal.

HISTORY, BACKGROUND and DISCUSSION

The request for this removal streetlight was based on changing the parking lot lights in Parking Lot 9 to LED lights and powering them from the metered streetlight circuit. The old high pressure sodium Consumers Energy light is no longer necessary in the alley.

DISCUSSION OF THE ISSUE

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

POSITIONS

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

ATTACHMENTS

Consumers Energy
Count on Us
A CMS Energy Company

CEM Support Center
Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

December 20, 2022

NOTIFICATION #:
1065096594

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

REFERENCE: WASHINGTON AND CORTLAND, JACKSON

Dear Valued Customer,

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

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

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:	
Winter Construction Costs:	$ -
Installation Charge:	$ -
Additional Costs	
Total Estimated Cost:	**$ -**
Less Prepayment Received:	$ -
Total Estimated Cost Due:	**$ -**

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

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

Tanya Gilroy at 616-251-0574 .

Form 547 11-2014

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 6/1/2010, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

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

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

STATE OF MICHIGAN
COUNTY OF JACKSON

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

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

_____

Dated:

_____

Municipal Customer Type: City

Form 547 11-2014

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

Contract Number: 100000287787
Consumers Energy Company is authorized as of _____ by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 6/1/2010.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 6/1/2010 shall remain in full force and effect.

Notification Number(s): 1065096594

Comments:

City of JACKSON

By: _____

(Signature)

_____

(Printed)

Its: _____

(Title)

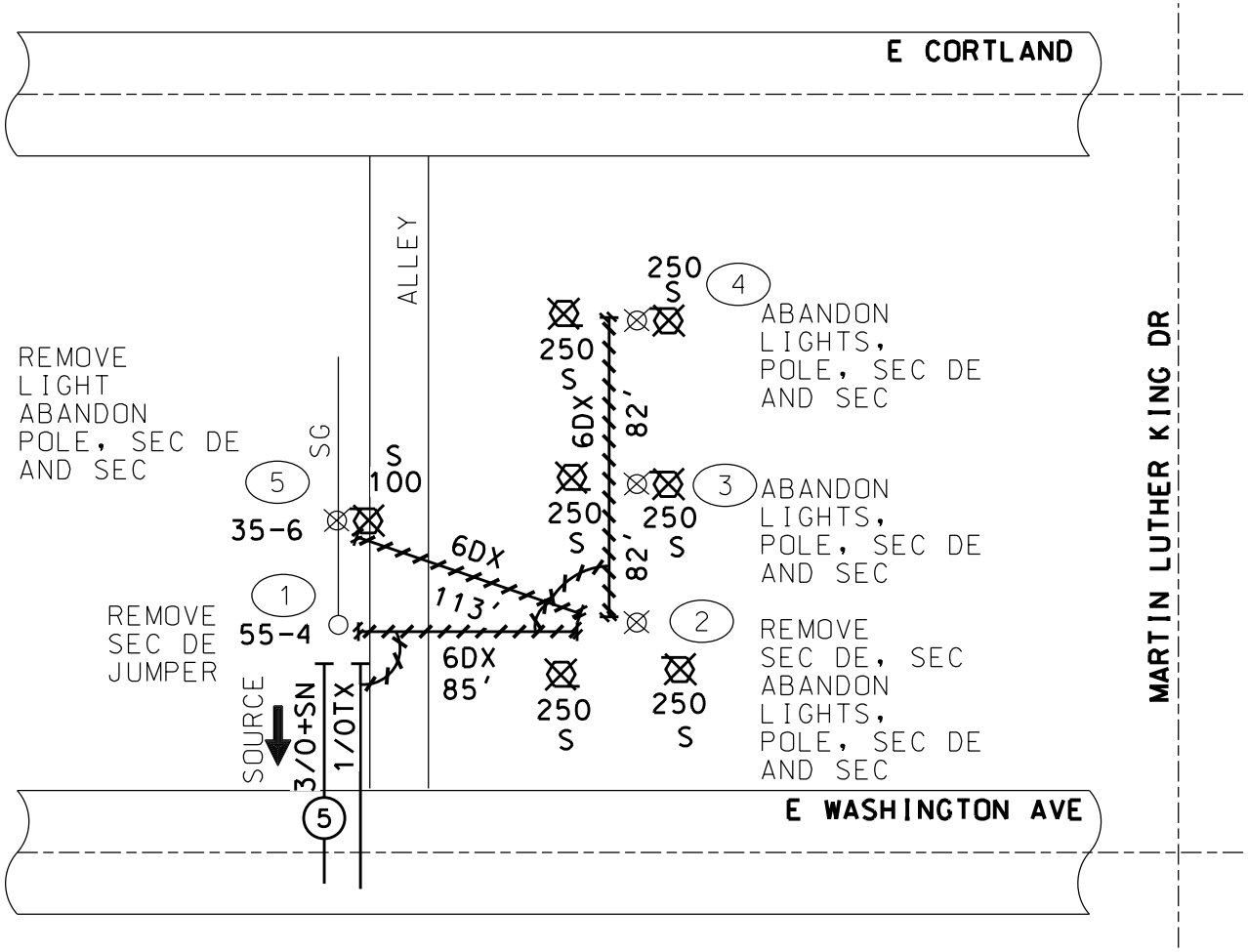
This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically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

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (1) 250 watt HPS Cobrahead Cutoff to Remove at location 5;

LEAVE STEEL POLES AT LOC 2-4 REMOVE POLE TAGES. LEAVE WOODED POLE AT LOC 5 REMOVE POLE TAG LEAVE SEC FROM LOC 2-4 AND FROM 2 TO 5 LEAVE LIGHTS AT LOC 2,3,4 THOSE ARE CITY OWNED OURS HAVE BEEN REMOVED

CONTACT LAURA 517-768-6065 WHEN SCHEDULING THE WORK. THEY ASK FOR IT NOT TO BE DONE ON A THURSDAY OR FRIDAY



METER NUMBER	METER ORDER NUMBER
_____	_____
METER LOCATION	READ
__	_____

SUBSTATION	WD NO.
BRIDGE STREET	0319
CIRCUIT	CKT NO.
WATER STREET	02

TLM NUMBER	# OF RODS	OHMS
5301031136		

CE STAKING REQ'D [_] Yes [X] No

FORESTRY REQ'D [_] Yes [X] No

Consumers Energy
A CMS Energy Company ELECTRIC

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	NUMBER
COORDINATOR	GABRIEL POLETTI	810-241-8179
DESIGNER	EDDIE HAIRE	517-262-1473

MLK AND CORTLAND ERET OHL

CM NO.100007109176

ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
ERET	OHL	1065096594	11465311	

JOB PURPOSE:
DEMOING LIGHTS FOR THE CITY TO HAVE THEIR OWN LIGHTS

UPSTREAM SECTIONALIZING DEVICE:
314-200A

LOCATION:
WESLEY N2W
FRANCIS

SHEET A	SHEET 1 OF 1	SCALE 1"=100'	JACKSON	CO	SUMMIT	TWP	T 03S R 01W SEC. 03

ELECTRIC CAD TITLE BLOCK (2020)
11-17-2022 09:39:36 SA_BOUD_JS_PROD_Design1964045.dgn

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 7th, 2023

SUBJECT: Revoke Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment.

Recommendation:

Revoke conditional phase one facility license for JARS Holding LLC Medical/Adult Use Marihuana Provisioning Center at 156 Cooper..

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: Council Meeting- February 7th, 2023

RECOMMENDATION: Approve the revocation of the previously authorized Conditional Phase One License and Development Agreement for JARS Holding LLC Medical/Adult Use Marihuana Provisioning Center at 156 Cooper..

.

SUMMARY

On December 8th 2020 City Council Approved a Conditional Phase one Facilities License for Medical / Adult Use Provisioning Center and Development Agreement to JARS Holdings LLC. The previous Phase1 Conditional award to JARS was based upon a competitive process. JARS had submitted plans and agreed to the Development Agreement. Over time JARS made many attempts to pair-down the development which was much different than what was submitted in the original application packet that had led to JARS being awarded the conditional phase one license. The City Attorney, Chief Building Official Building, Zoning Administrator and Engineering Department had numerous contacts with the Developers in attempt to have the project move forward. JARS has not been able to begin the project. More than two years has passed with no activity.

BUDGETARY CONSIDERATIONS

None

POSITIONS

City Staff recommends revocation.

ATTACHMENTS: Email from the applicant

JG

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 7th, 2023

SUBJECT: Approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment as per Ordinance Section 16-516

Recommendation:

Approve conditional Phase One facility licenses for Legend Green Venture LLC. One Medical and One Adult Use Marihuana Class C Grower at 712 E South St, per Ordinance Section 16-516 Authorize the City Attorney to prepare the Development Agreement and Authorize the City Manager to sign the Development Agreement.

Based upon the due diligence on the part of City staff and the commitments on the part of the applicant, I recommend granting conditional phase one facility licenses to the above noted applicant. Your consideration and concurrence is appreciated.

Attachments:
JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: Council Meeting- February 7th, 2023

RECOMMENDATION: Approve Conditional Phase One Facility License for a Medical/Adult Use Marijuana Establishment as Per Ordinance Section 16-516

SUMMARY

Legend Green Venture LLC submitted an application for building and site plan review for a Class C Grower Facility to be located at 712 E South St, this was done in accordance with City Ordinance Section 16-516 License Application Process and Submissions. The applicant's site and building plans were reviewed by City Staff, all plans were found to be in accordance with building and site requirements. On June 2nd 2022. The Marihuana License Committee met to review compliance with applicable ordinances that pertain to Phase 1 of the licensing process, it was determined that all criteria was met.

BUDGETARY CONSIDERATIONS

At present there are no budgetary considerations because the applicant has submitted the requisite application fee and escrow funds intended to cover the associated staff time. However, these fees are not intended to cover building permit costs, each of which will be assessed separately

HISTORY, BACKGROUND and DISCUSSION

Ordinance Section 16-516 clearly outlines the process for consideration of a marihuana facilities, including the use types, quantities, and timeframe. City Council is presently only considering the facility application (phase one) which affords the applicant the ability to seek a building permit no sooner than 30 days after Council action. Approval would also permit the City Attorney to prepare the Development Agreement and the Manager to sign the development agreement which ensures that the applicant completes the project as denoted on the plans and accompanied future operational commitments.. Building permits can be sought immediately thereafter. The subsequent review phase (entity) will not commence until a building permit is granted

POSITIONS

Staff recommends approval of Conditional Phase One Facilities License as all requirements have been met.

JG

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 7, 2023

SUBJECT: Approval of Doug Jones and Chris Turner's *Community of Shapes* Art Sculpture at the MLK Equality Trail near the intersection of MLK Boulevard and High Street and for the City Attorney and the Parks and Recreation Director to move forward with the artist agreement including delivery, installation and not to exceed $30,000 contract.

Recommendation:

Approval of Doug Jones and Chris Turner's *Community of Shapes* Art Sculpture at the MLK Equality Trail near the intersection of MLK Boulevard and High Street and for the City Attorney and the Parks and Recreation Director to move forward with the artist agreement including delivery, installation and not to exceed $30,000 contract.

Attached is a memo from Kelli Hoover, Director of Parks and Recreation regarding the MLK Equality Trail Art Sculpture.

We recommend approval of an art sculpture for the MLK Boulevard.

For the City Attorney and the Parks and Recreation Director to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: February 7, 2023

RECOMMENDATION: Approval of Doug Jones and Chris Turner's *Community of Shapes* Art Sculpture at the MLK Equality Trail near the intersection of MLK Boulevard and High Street and for the City Attorney and the Parks and Recreation Director to move forward with the artist agreement including delivery, installation and not to exceed $30,000 contract.

SUMMARY

Approval of Doug Jones and Chris Turner's *Community of Shapes* Art Sculpture at the MLK Equality Trail near the intersection of MLK Boulevard and High Street and for the City Attorney and the Parks and Recreation Director to move forward with the artist agreement including delivery, installation and not to exceed $30,000 contract.

BUDGETARY CONSIDERATIONS

Funding for this project comes from the sale of the Greene Park Train. Total cost $30,000.

HISTORY, BACKGROUND and DISCUSSION

The Jackson Public Arts Commission was asked to curate an art sculpture for the MLK Roundabout in June of 2022. The Commission decided to create a subcommittee and invite commissioners from the MLK Corridor Authority, Racial Equity Commission and City Council Ward person.

The Committee was formed with Arlene Robinson City Councilperson-Ward 1, Kesha Hamilton Chair of the Racial Equity Commission, George Brown Commissioner from the MLK Corridor Authority, and the Public Arts Commission Chairperson Angela Edward and Commissioner Janet Meyer-Jackman. The Committee met several times starting in July of 2022. The call for art went out nationwide in August with a due date of November 1, 2022.

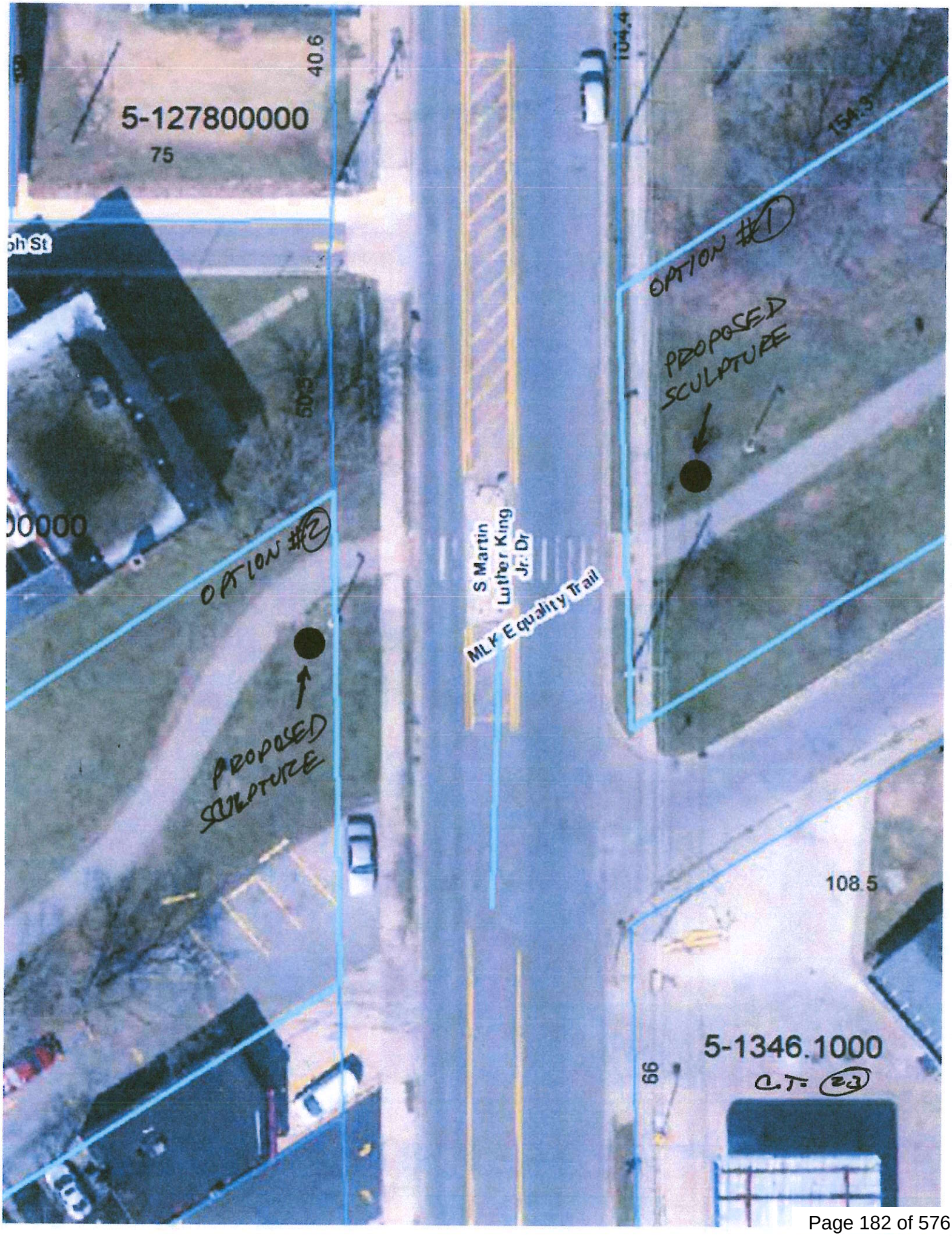
The committee received 12 artist applications. Committee members reviewed each of the applications on a group scoring system set up by the Jackson Public Arts Commission. The group collaborated, shared scores and narrowed down their selections to three artists. The artists were Maxwell Emcays, Ken Thompson, Doug Jones and Chris Turner. Each artist went through zoom interviews and were allowed to submit two art pieces. After this point we planned for an open house at the MLK Center on January 4, 2023.

DISCUSSION OF THE ISSUE

Jackson City Council approved Maxwell Emcays art sculpture for the MLK Roundabout on January 24, 2023. The council asked for Doug Jones and Chris Turner's sculpture be brought back for another location on the MLK Boulevard.

POSITIONS

Requested action is for Council to award Doug Jones and Chris Turner for their *Community of Shapes* Sculpture for the MLK Equality Trail Head and MLK Boulevard intersection in the amount not to exceed $30,000 including delivery and installation.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OPTION #1
PROPOSED SCULPTURE
OPTION #2
PROPOSED SCULPTURE
S Martin Luther King Jr. Dr
MLK Equality Trail
108.5
5-1346.1000
C.T. 23
66

Jackson Public Arts Commission
Martin Luther King Jr. Blvd Roundabout Sculpture

Project Details

Table of contents:

Sculpture Specifications

Timeline

Budget / Payment Schedule

Insurance (example)

Site Specifications

Finished Sculpture Designs

Conceptual Sculpture Designs

Sculpture Specifications

Process and Fabrication Description

The fabrication process or work plan is comprised of several process implemented at the same time. Everything starts at the drafting of the sculpture installation. From the initial design, the refinement and scaling of the design comes into place. Once that has been established, the process of scaling design follows. Upon completion of the finalized designs, fabrication commences. Materials, vendors and assistance will be engaged. Individual components will be fabricated and assembled into the final sculpture. In conjunction with this process, site visits and consultations with the JPAC team about the foundation and progress updates will occur as necessary. Design elements and weight determinations will be forwarded as the fabrication progresses. Once the fabrication process is completed, the sculptures undergo a finishing phase before the coating process.

During fabrication, the site foundation and preparation continues with advice and consultations with the contractors and city. After inspection and approval of the foundation and installation pad has been received from the city and JPAC representatives, transportation for delivery of the final pieces from the powder coater will be scheduled for delivery to the studio for final assembly and then proceed to the site. The sculptures will be delivered and installed under my supervision, in coordination with the City of Jackson Building and Engineering inspectors. Following MiOSHA regulations and procedures the sculptures will be installed. Collaborating with the JPAC team, suggestions for lighting the pieces, and final landscaping design is completed. A final check and polishing will occur before acceptance.

Jackson Public Arts Commission
Martin Luther King Jr. Blvd-Roundabout Sculpture
Project Committee

Timeline:

January 2023

Project Confirmation
Insurance
Contract
Permits/Excavation (Foundation)
Begin fabrication process

February

JPAC/MLKRS project updates (meetings-studio visits).
Fabrication continues
Site visit (confirm foundation specs).
Attachment bolts with subgrade anchors.

March

JPAC/MLKRS project updates (site visits-logistics).
Prepare and pouring of sculpture foundation/curing time
Fabrication continues
Metal finishing stage begins
Above grade galvanized pedestals (fabricating).

April

Powdercoating/Exterior finishing of sculptures
Site preparation

JPAC/MLKRS updates (finishing/installation/transportation).

April/May

Finishing/installation
Transport finished sculptures to site for installation.
Careful packing and securing of all related components and installation equipment.
Finished sculptures installed.
Final inspection and sign off
Project completion

Jackson Public Arts Commission
Martin Luther King Jr. Blvd-Roundabout Sculpture
Project Committee

Budget:

Permits,accounting,logistics and legal.	$4500
Design,Artwork purchase,operating costs.	$11,000
Materials,fabrication equipment,consumables.	$5000
Installation,site preparation,labor.	$4000
Transportation,outsourcing,ect.	$2500
Equipment,specific tools required.	$1000
Finishing process,galvanizing,powder coating.	
Budget Grand Total:	$30,000

Payment schedule:

50% of total budget ($15,000) is required to begin the fabrication and construction process.

25% of remaining balance ($7500) will be required towards the halfway point of the project.

25% of the total budget which is the balance ($7500) will be required upon completion of the project installation and agreement of JPAC and MLKRS Project Committee

This budget payment schedule has been made specifically for this project.

Thank you.

3/23/2021

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	CONTACT NAME: Michelle Caponi	
VTC Insurance Group 37000 Grand River Ave Ste 150 Farmington Hills MI 48335	PHONE (A/C, No, Ext): (248)471-0970	FAX (A/C, No): (248)471-0641
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Insurance	21822
INSURED Chris Turner 5203 Loraine St Detroit MI 48208	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master Cert **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			35SBMAH4EHD	8/21/2020	8/21/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Practices Liability Insu	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

Gratiot Service Properties LLC
Proof of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/V164

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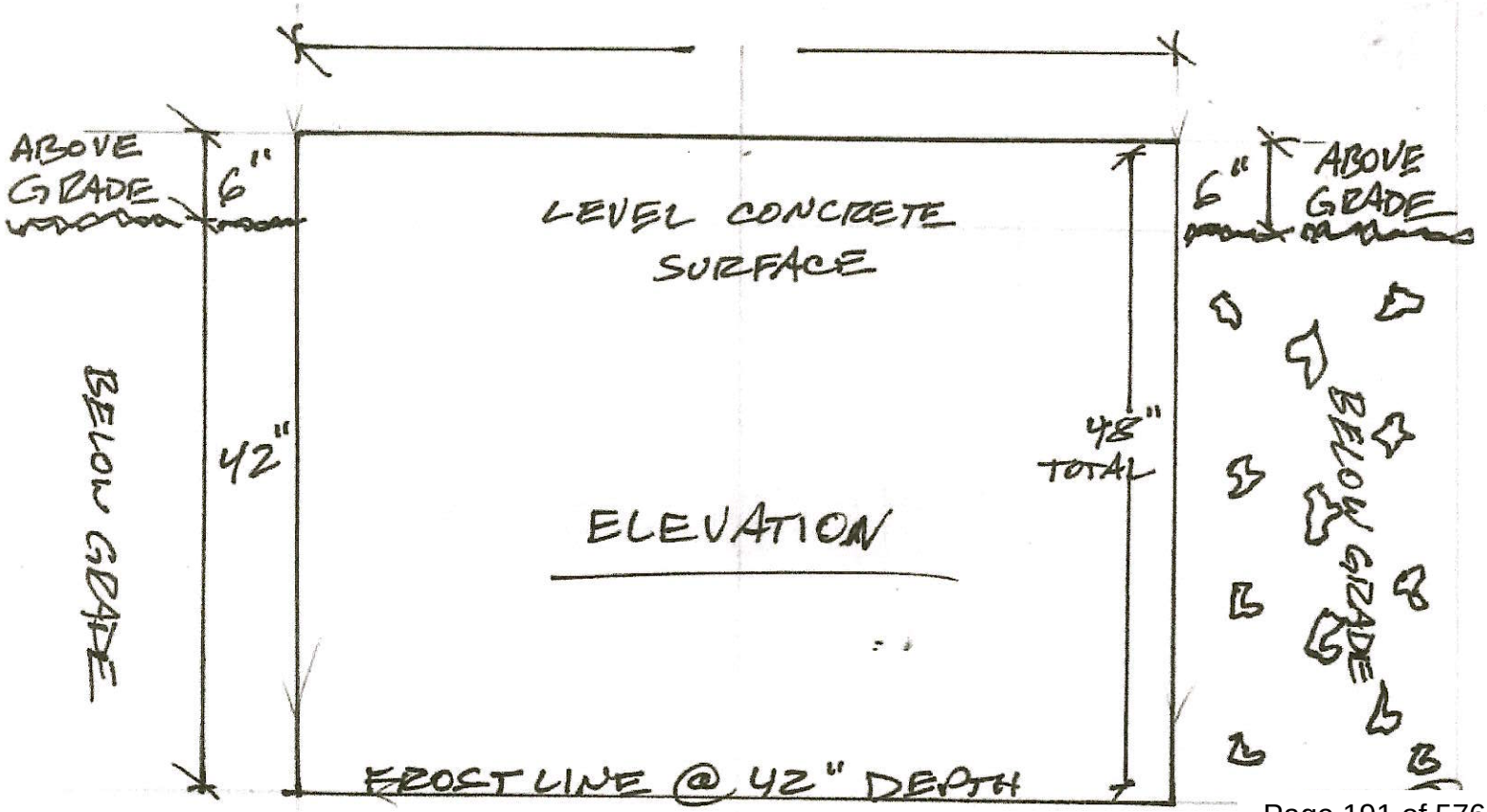
Cooley Pl
E Morrell St
E Morrell St
Orchard Pl
Pl

* FOUNDATIONS & DETAILS

PLAN VIEW

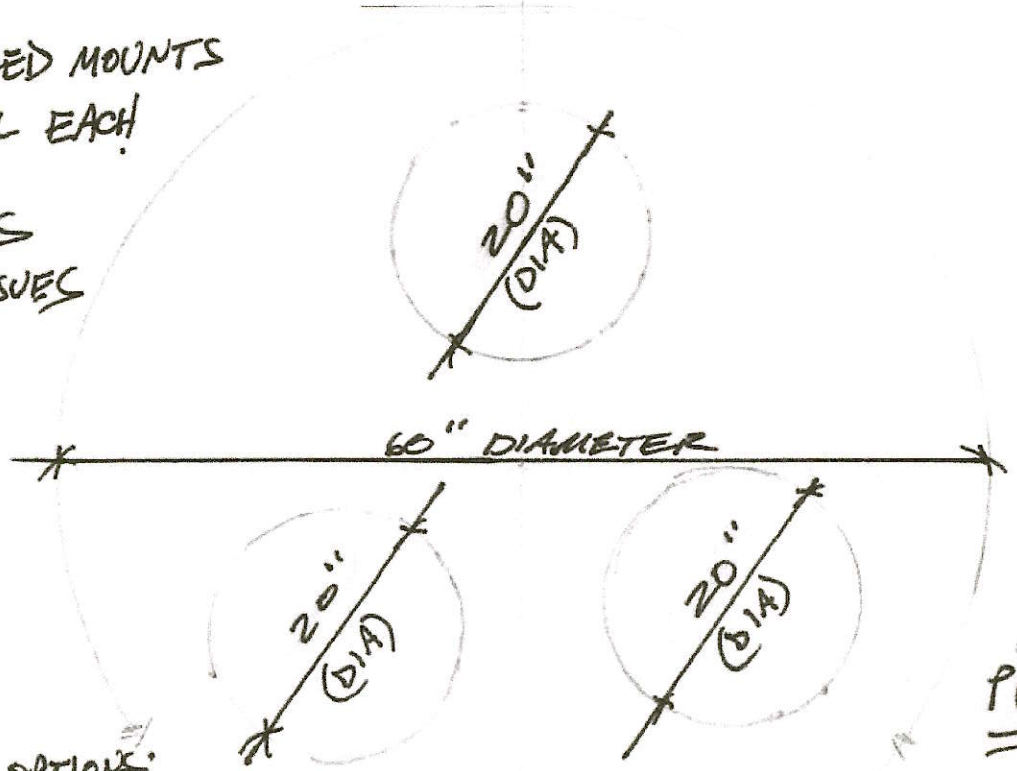




(3) GALVANIZED 1/4" THICK SCULPTURE PEDISTALS

*GALVANIZED MOUNTS
48" TALL EACH

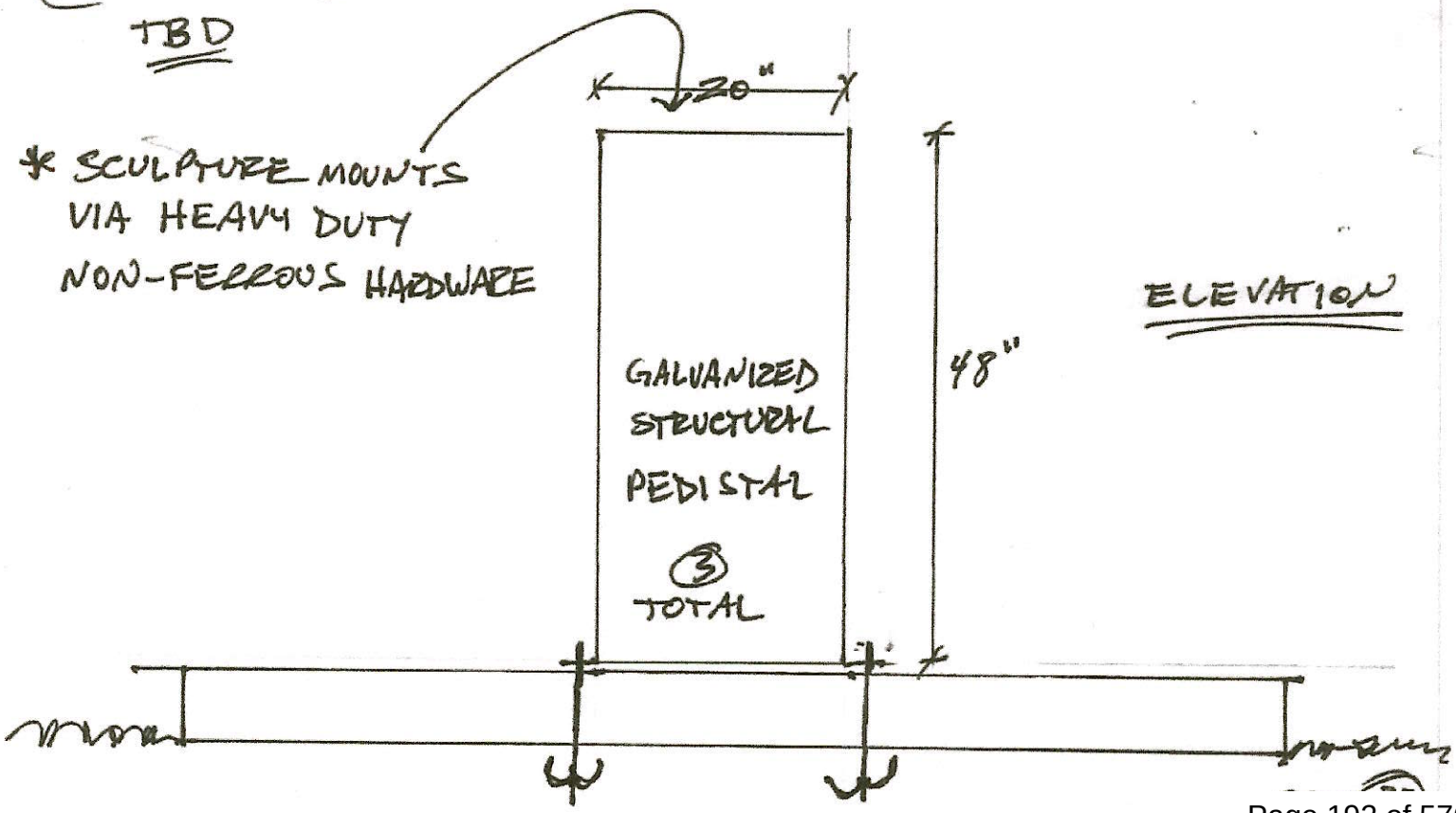
*ADDRESSES
SAFETY ISSUES



PLAN VIEW

*LIGHTING OPTIONS:
(CENTER)
(PERIMETER)
TBD

*SCULPTURE MOUNTS
VIA HEAVY DUTY
NON-FERROUS HARDWARE



ELEVATION

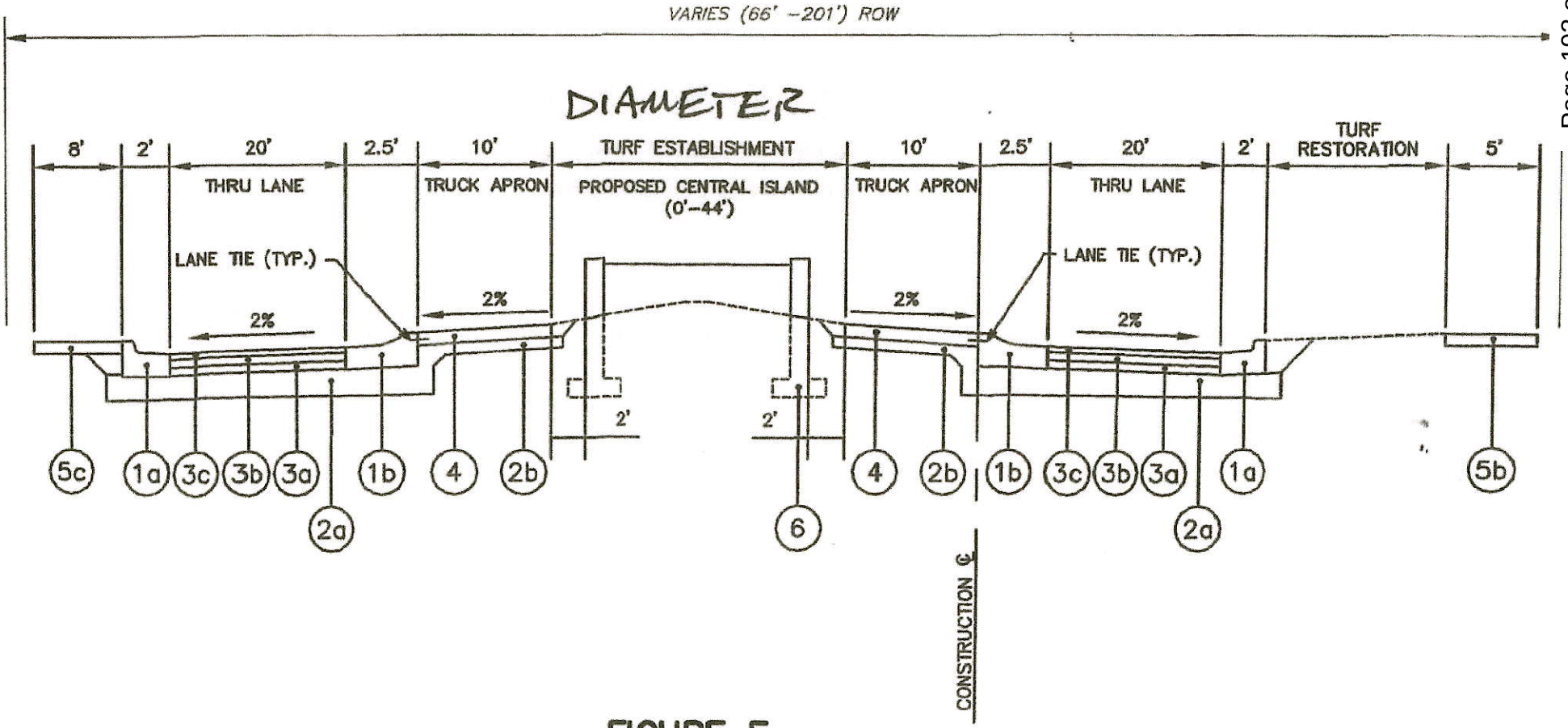
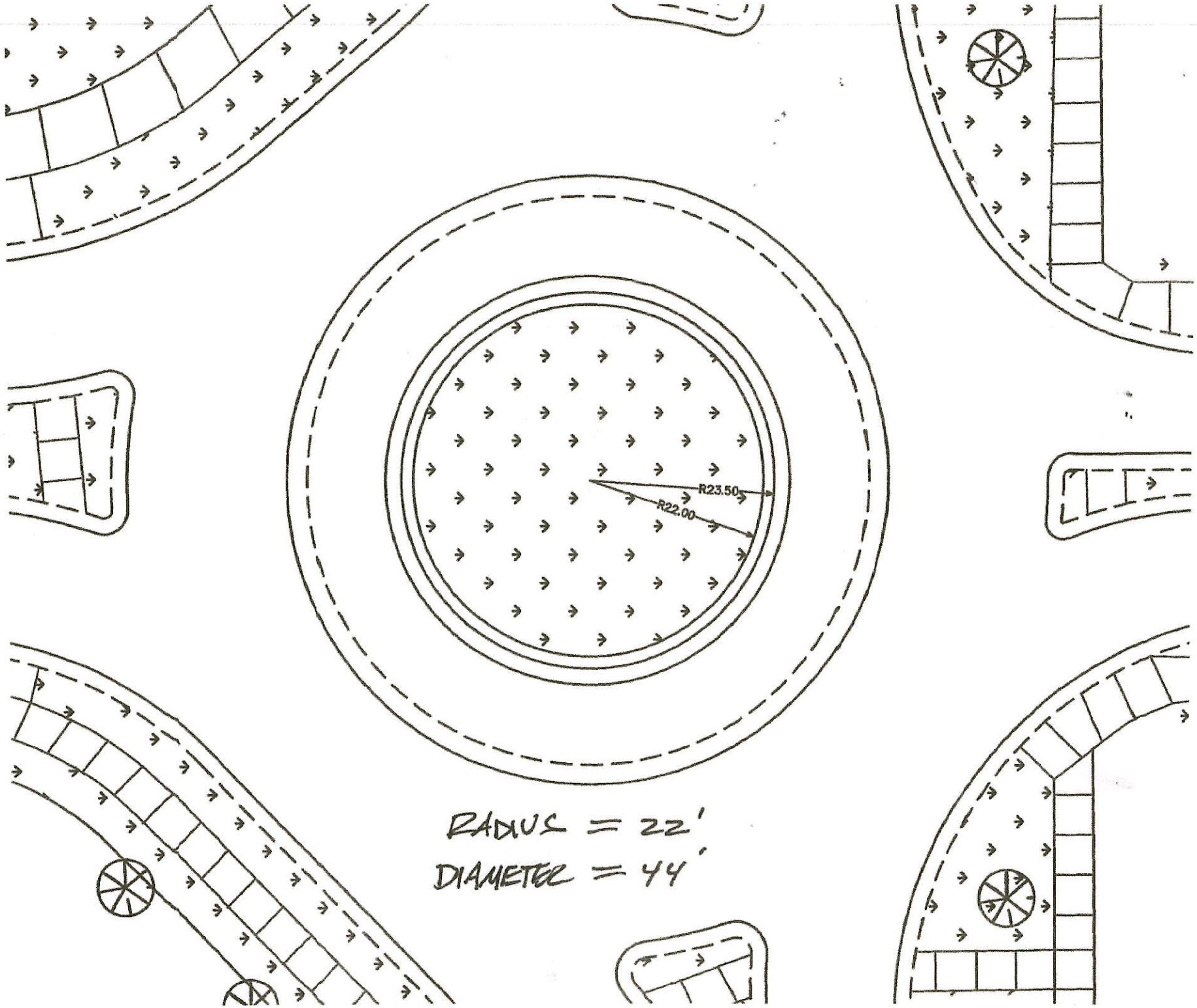


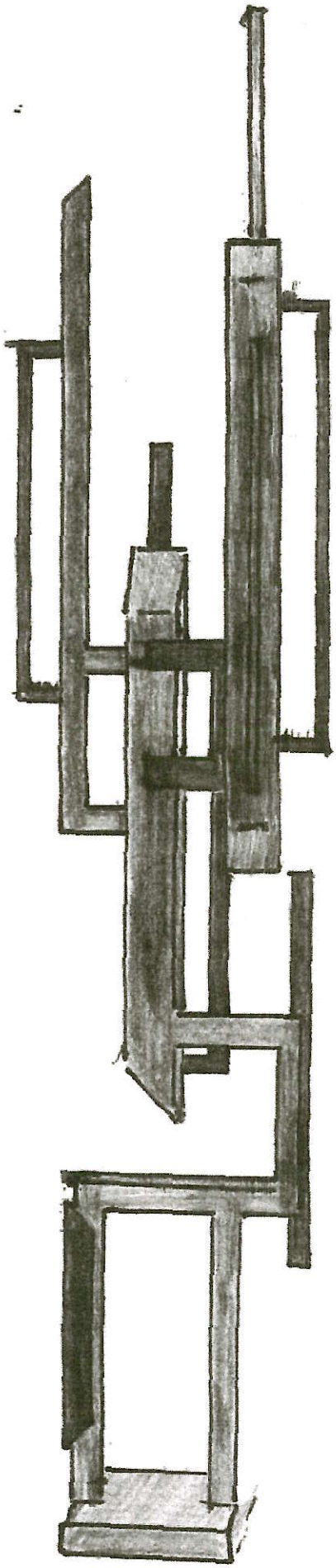
FIGURE E

TYPICAL CROSS SECTION OF PROPOSED CONSTRUCTION
STA 101+66 TO STA 102+85
ON MARTIN LUTHER KING JR DRIVE
STA 12+28 TO STA 13+64
ON MORRELL STREET


R23.50
R22.00
RADIUS = 22'
DIAMETER = 44'

ORIGINAL SCULPTURE DESIGN

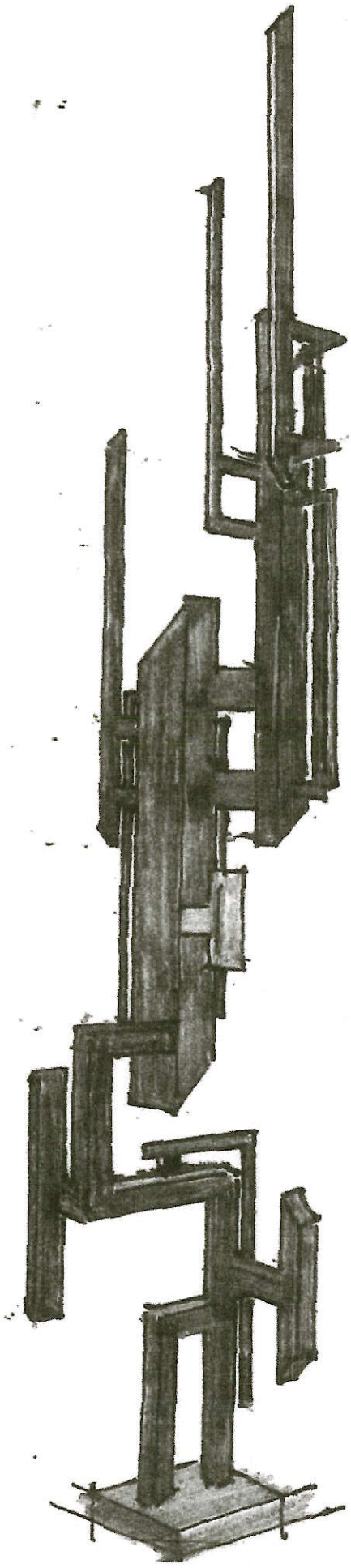
#1



C. TURNER

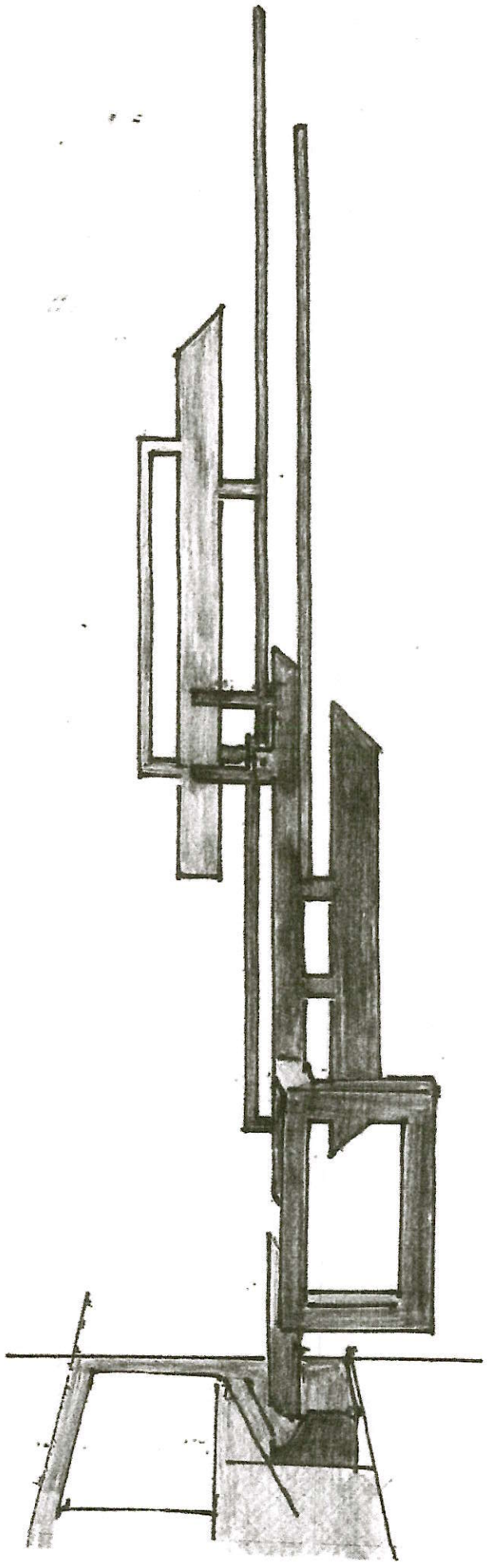
ORIGINAL SCULPTURE DESIGN

#2



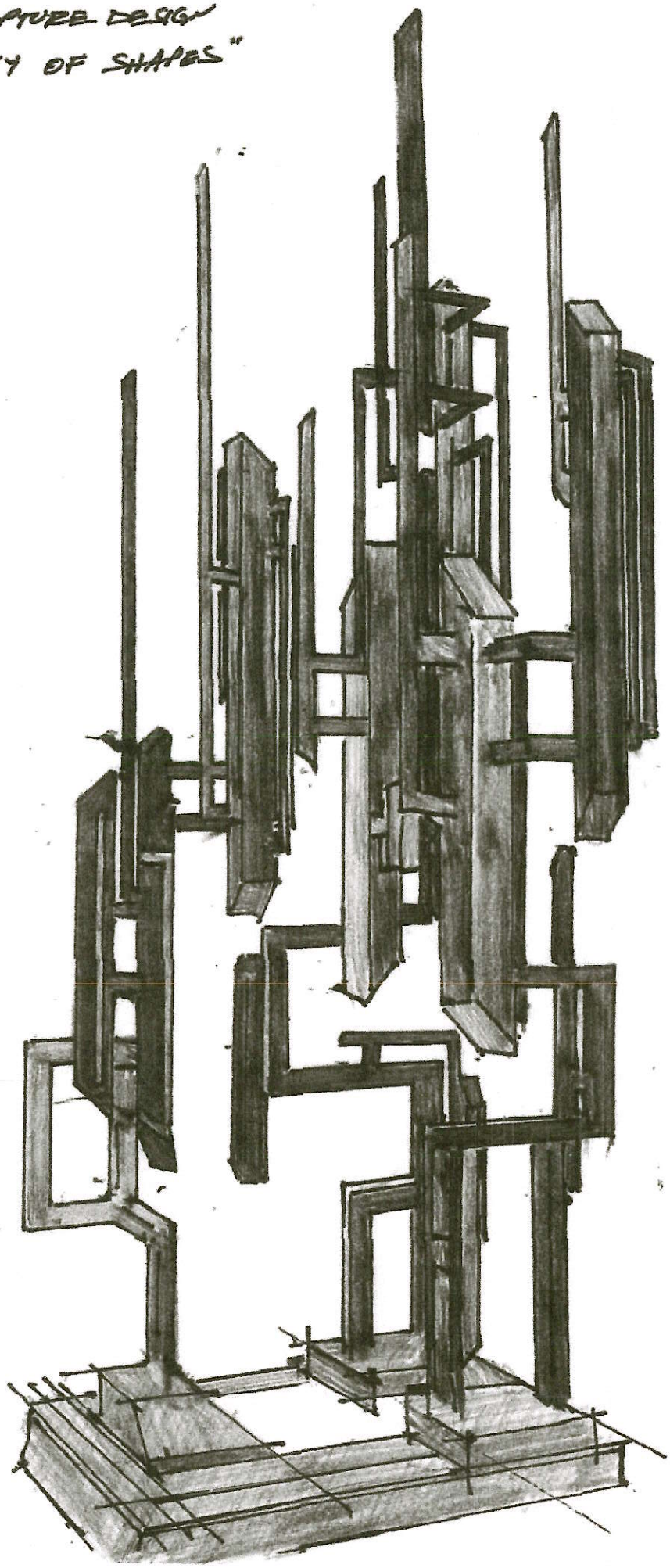
C. TURNER
2022

ORIGINAL SCULPTURE DESIGN
#3



C. TURNER
2022

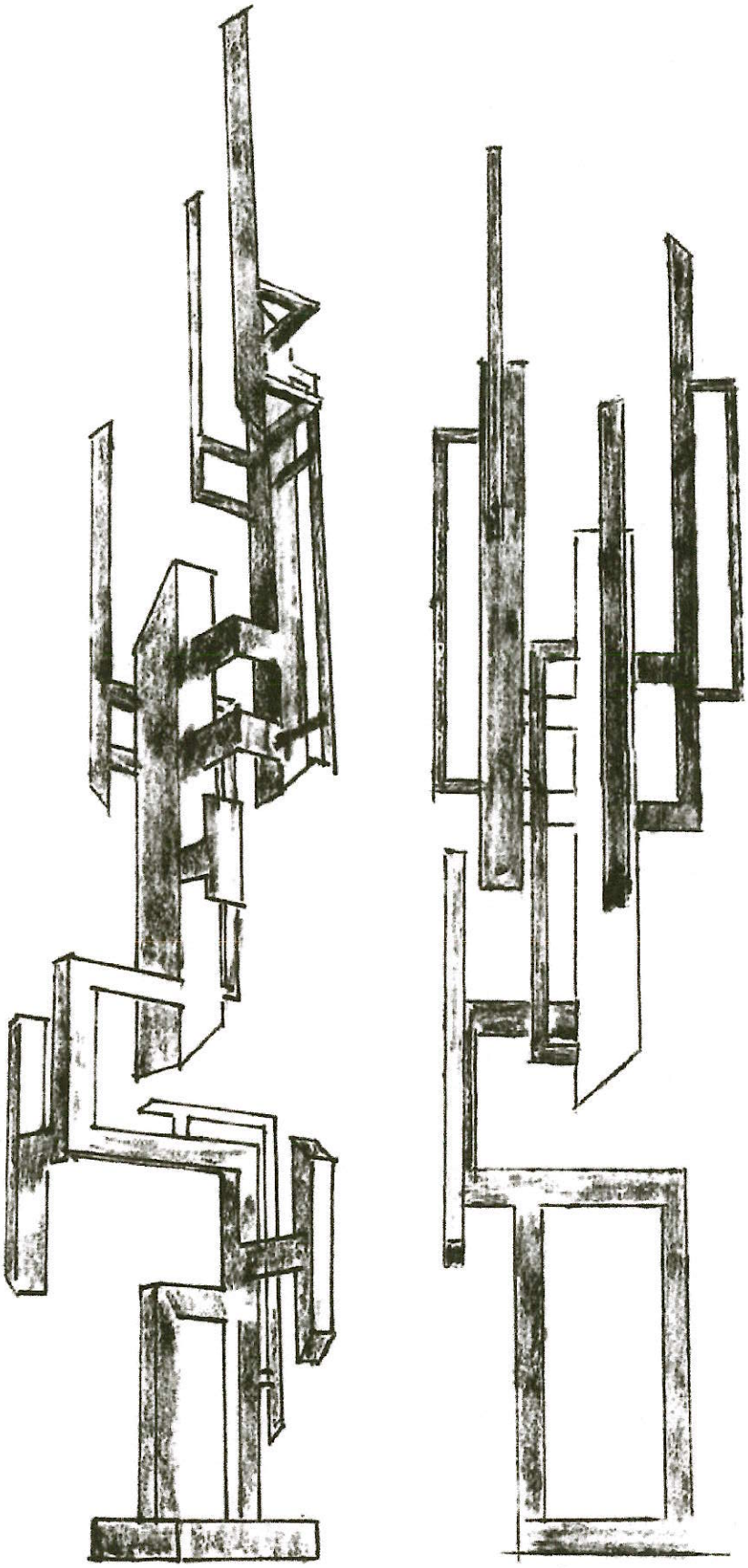
ORIGINAL SCULPTURE DESIGN
"A COMMUNITY OF SHAPES"

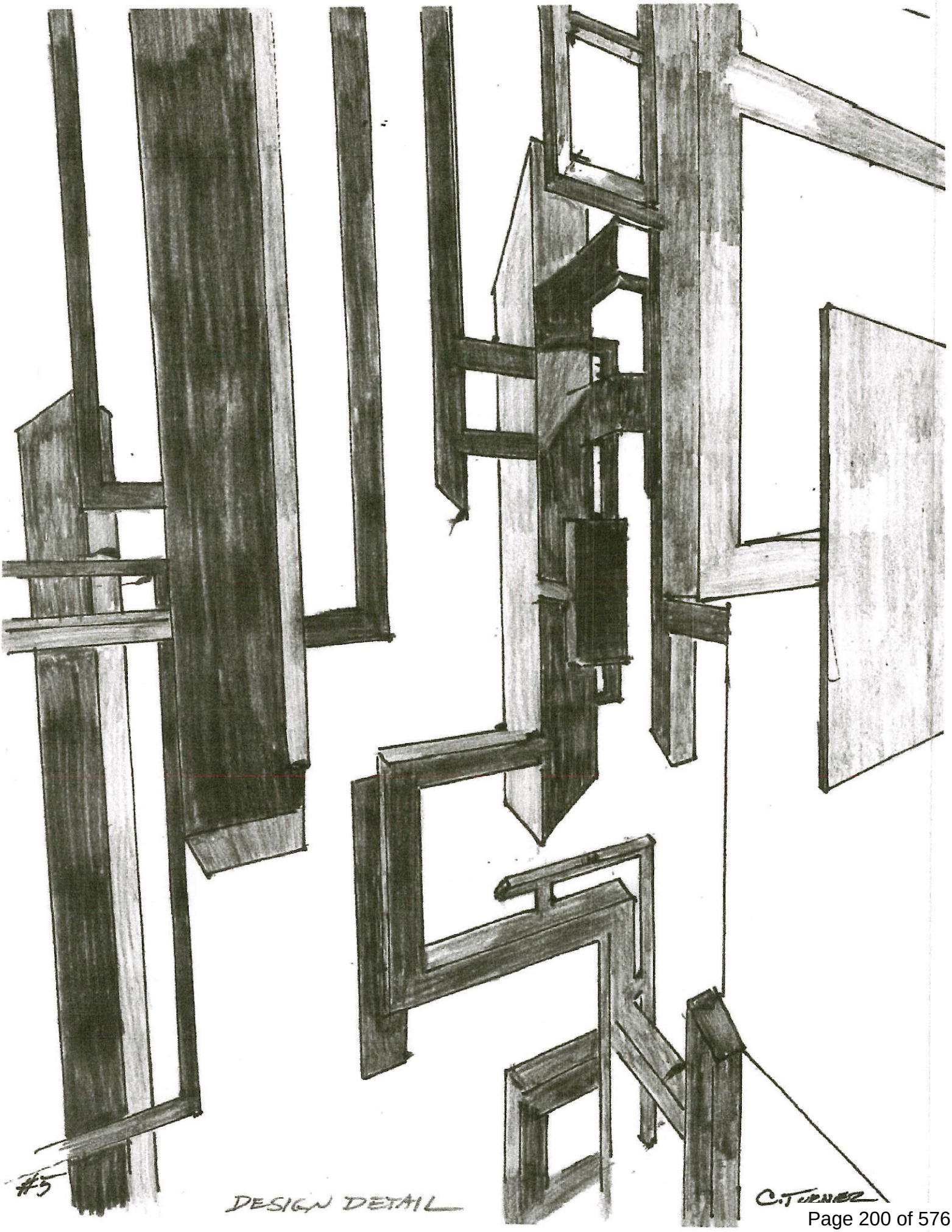


#4

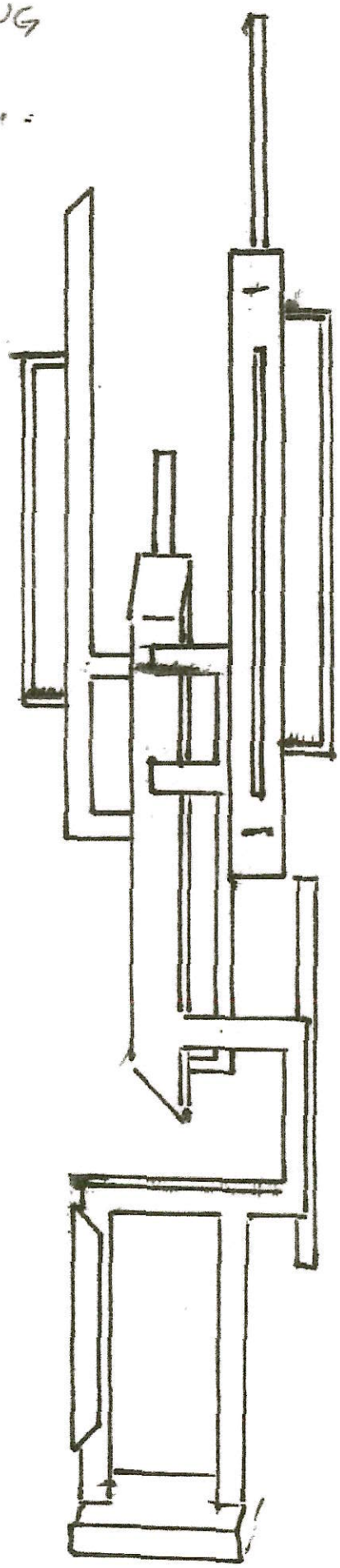
C. TURNER

"A COMMUNITY OF SHAPES"



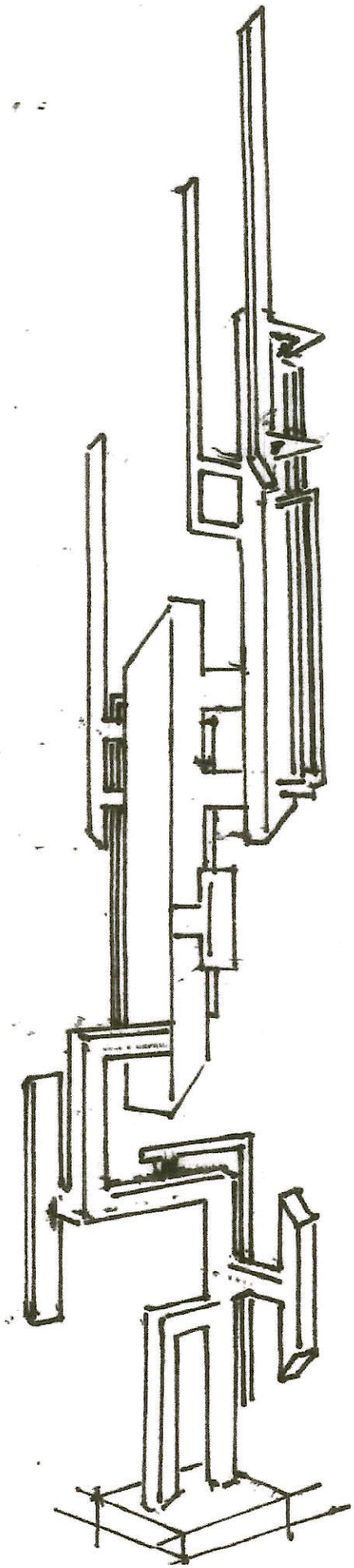

#5
DESIGN DETAIL
C. TURNER

CONCEPT DRAWING
#7



CT (12)

CONCEPT DRAWING
#2



CT (12)

CONCEPT DRAWING
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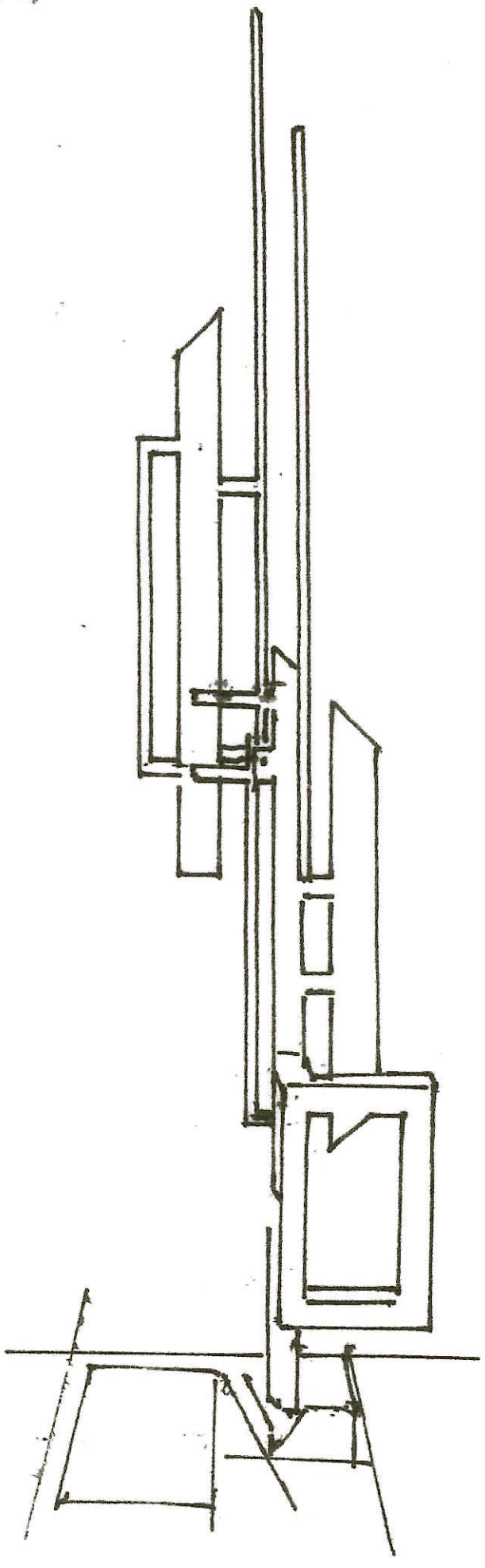

CONCEPT DRAWING
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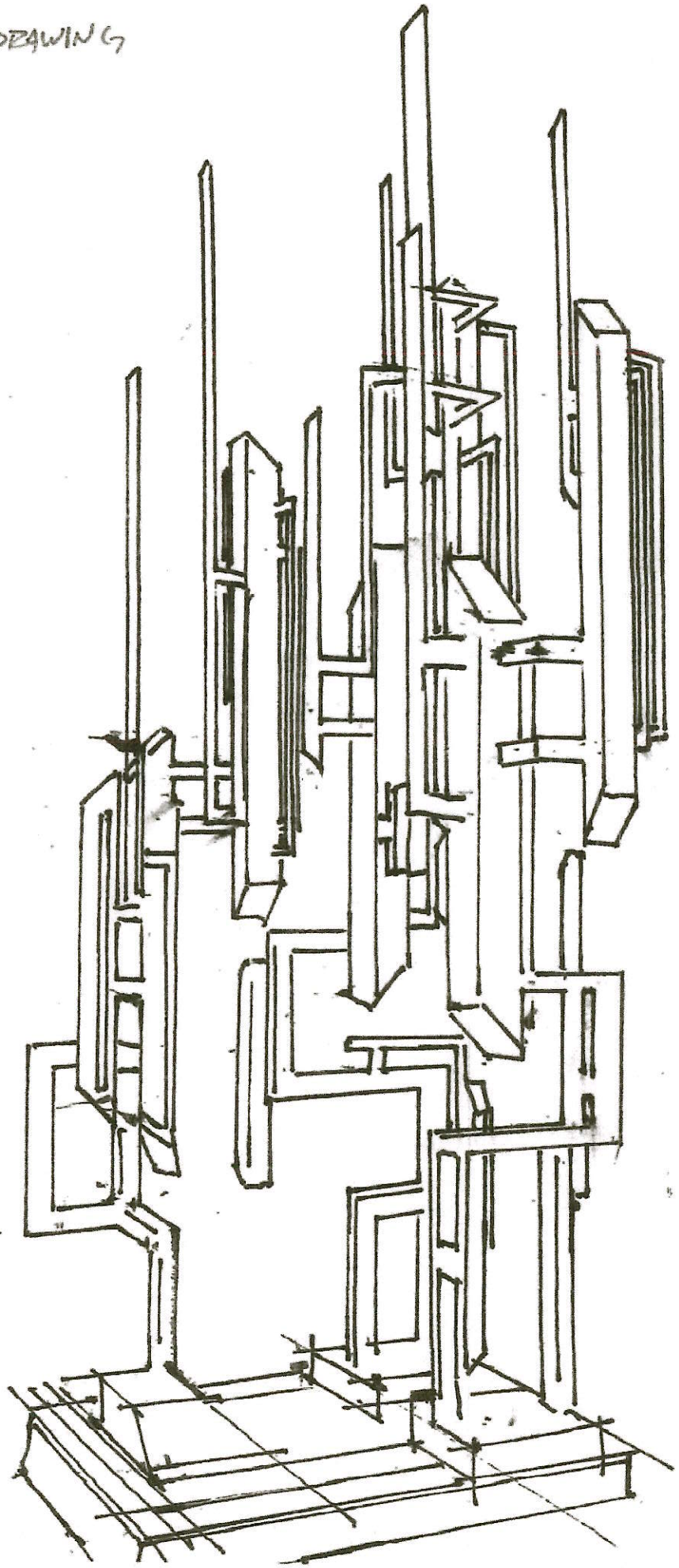

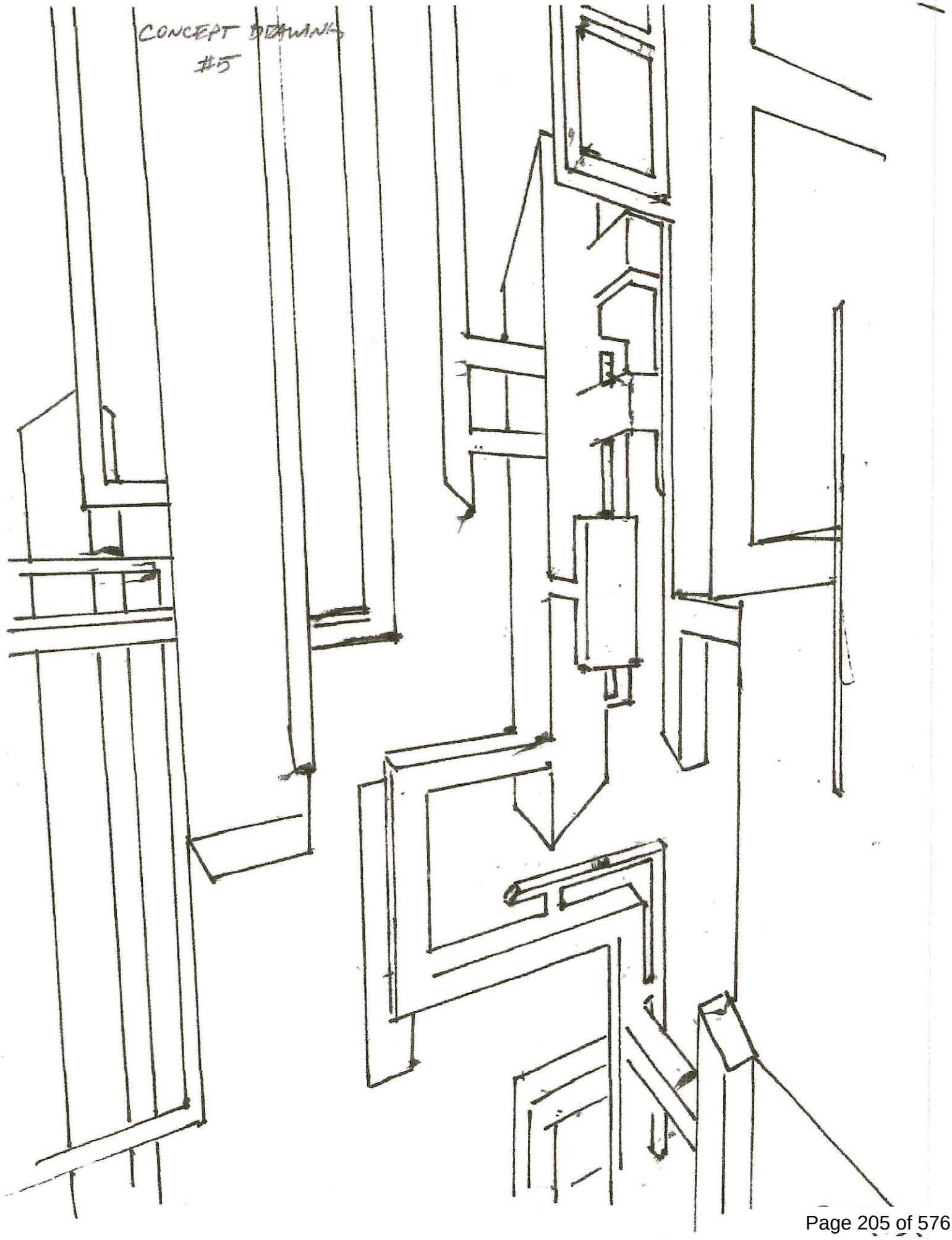
CONCEPT DRAWING
#5

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (866) 384-1772

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: Council Meeting – February 7, 2020

SUBJECT: Resolution for "No Mow May" in the City of Jackson

Recommendation: Do not approve the resolution for "No Mow May" in the City of Jackson.

Attached is a memo from Mike Osborn. Your consideration and concurrence is appreciated.

CITY OF JACKSON
Founded 1829

Department of Public Works

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4170, (517) 788-4082 • Facsimile: (877) 396-6309

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: January 6, 2023

SUBJECT: **No Mow May**

Mr. Greene,

As the Director of Public Works, it is my duty to oversee mowing including the city owned properties and enforcement of violations covered under the mowing ordinance, as such I feel it is important to bring the disadvantages of "No Mow May" to your attention.

Numerous ramifications of delaying the start of mowing season would result from a "No Mow May". The blight would be extensive, as the city owns 637 properties along with 52 public properties that would not receive any attention during the heart of the growing season. All properties that have a month's worth of growth during the heaviest growth season would result in excessive height and cleanup charges (covered in the mowing contracts). Both the city mowing budget and the customers would absorb these costs. The contractors would work well into June and July to try to "catch up" with list completion and ordinance violations. "No Mow May", I'm afraid would turn into "No Mow Summer".

Last May (2022), our department received 371 complaints on private properties alone resulting in the contractors completing 143 of them. My concern is that this number would surely increase once the residents realized that the standard lawn mower would not be able to handle the height or thickness of the grass they would be attempting to cut at the end of May. Then there is the problem with all the additional clippings which would end up in the gutter pan resulting in clogged catch basins. Furthermore, we would have to decide how to handle all the lawn clippings that produced from such growth and more than likely end up on the right of ways or in the streets. Allowing such an overgrowth could increasing nuances' such as rodents, fleas, ticks and illegal dumping. Several department heads along with our City Planner are in agreement that "No Mow May" is not feasible for the City of Jackson.

After careful consideration it is my firm opinion that the problems associated with "No Mow May", far out way the benefits in the City of Jackson.

Thank you for your consideration,

Michael Osborn
City of Jackson
Director of Public Works

CITY OF JACKSON ENVIRONMENTAL COMMISSION

161 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

September 21, 2022

City Council
City of Jackson
161 W Michigan Avenue
Jackson, MI 49201

RE: No Mow May in the City of Jackson

Dear City Council:

The Environmental Commission recommends City Council consider implementing No Mow May starting in May 2023.

No Mow May is a conservation initiative where people refrain from mowing their lawns during the month of May - this allows grass to grow creating habitat for early season pollinators. This is particularly important in urban areas where there are limited spaces for growth.

Communities in Michigan are already getting on board with No Mow May - in 2022 the cities of Albion and Ann Arbor adopted No Mow May. Additional information can be found at https www.beecityusa.org/no-mow-may/ or on the City of Albion and/or City of Ann Arbor websites.

RESOLUTION 2023-XX

WHEREAS, the Jackson City Council recognizes that bees and other pollinators are integral to pollination of plants in order to grow a wide diversity of essential foods including fruit, nuts, and vegetables; and

WHEREAS, pollinator populations are threatened due to habitat loss, pathogens, and parasites; and

WHEREAS, recent research suggests that bee pollinators make use of no mow spaces as key floral resources during early spring in the Midwest United States; and

WHEREAS, pollinators and floral resources have a positive relationship, where the increase in pollinators can increase the amount of flora and vice-versa; and

WHEREAS, the City Council finds it is in the public interest and consistent with adopted City policy for the City to demonstrate its commitment to a safe and healthy community environment through the implementation of initiatives that help increase the pollinator population;

THEREFORE BE IT RESOLVED, that Jackson City Council declares "No Mow May," and encourages property owners to refrain from mowing the open spaces in their rear yards from May 1st until May 31st, 2023; and

THEREFORE BE IT RESOLVED, that the No Mow May initiative does not apply to violations of city ordinance that affect public safety under Jackson City Code; and

THEREFORE BE IT RESOLVED, that Jackson City Council directs City Administration to refrain from issuing citations for tall grass in property owners' rear yards from May 1st until May 31st, 2023.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (866) 384-1772

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 7, 2023

SUBJECT: Approve the sale of City Owned property located at 352 N. Grinnell Street, 823 Maltby Street, 612 E. Ganson Street and 704 E. Ganson Street to Fresh Start Real Estate Services, LLC.

Recommendation: Approve the sale of City owned property for $300 per lot, located at 352 N. Grinnell Street, 823 Maltby Street, 612 E. Ganson Street and 704 E. Ganson Street to Fresh Start Real Estate Services, LLC for the purpose of building four new, single family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Lisa Moutinho, Administrative Assistant to the City Manager

DATE: February 7, 2023

RECOMMENDATION: Approve the sale of City owned property located at 352 N. Grinnell Street, 823 Maltby Street, 612 E. Ganson Street and 704 E. Ganson Street to Fresh Start Real Estate Services, LLC, and authorize the City Attorney to prepare property transfer documents; authorize the City Manager to sign property transfer documents.

SUMMARY

The City of Jackson proposes to sell a four parcels of vacant land located at 352 N. Grinnell Street, 823 Maltby Street, 612 E. Ganson Street and 704 E. Ganson Street to Fresh Start Real Estate Services, LLC, for the purpose of building four, single family homes.

HISTORY, BACKGROUND and DISCUSSION

Fresh Start Real Estate Services, LLC would like to purchase the vacant lots at 352 N. Grinnell Street, 823 Maltby Street, 612 E. Ganson Street and 704 E. Ganson Street to build a single family home on each lot. City staff is proposing for the Council to sell the vacant lots subject to a Development Agreement.

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

POSITIONS

Requested action is for City Council to approve the sale of 352 N. Grinnell Street, 823 Maltby Street, 612 E. Ganson Street and 704 E. Ganson Street to Fresh Start Real Estate Services, LLC for the purpose of construction of one, single family home per lot.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

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

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Recommendation:

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

Attached are memos from Cory L. Mays regarding the Special Event Application for the 2023 Gus Macker 3-on-3 Basketball Tournament?

I recommend approval of the Special Event Application for the 2023 Gus Macker 3-on-3 Basketball Tournament. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: February 21, 2023

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

SUMMARY: The 2023 Gus Macker 3-on-3 Basketball Tournament will feature teams from Jackson and beyond, and serves as a fundraiser for area non-profits.

DEPARTMENTAL APPROVAL SUMMARY

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$1,500.00
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$6,000.00
Public Works	X		$2,000.00
		TOTAL	***$9,500.00***

CONDITIONS & CONSIDERATIONS

Various street & parking lot closures; electrical access; stage & restroom placement; police & fire support

INSURANCE STATUS

Updated certificate of insurance will be submitted in summer 2023

ATTACHMENTS: Special Event Application: 2023 Gus Macker 3-on-3 Basketball Tournament

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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Experience Jackson (fiduciary) / Gus Macker		
Address: 134 West Michigan Avenue |Jackson, MI		Phone: (517) 517.782.8221
Tax ID#: 38-2562896	Website: macker.com/jackson-mi/	
Contact Name: Kyle Liechty	Phone: 517.740.3762	Email: liechtyk@egr.msu.edu
Contact Name: Jessica Webb	Phone: 517.474.1292	Email: jessicaw@blueoxcu.org
Contact Name During Event: Kyle Liechty		Phone: (517) 740-3762

Event Information

Event Name: Gus Macker #JacksonMI Charity Basketball Tournament - all dates below are 2023

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Fri., July 21 - Sun., July 23	Fri., July 21 (6:00a)	Fri., July 21 (3:00p)	Sun., July 23 (6p)	July 23 1:00-6:00p

Has this event occurred before? ☒Yes, (if yes, how many previous years? 4 ☐No

Do you expect this event to occur again next year? 2022-24 What is the expected attendance for this event? 8,500

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

☐Walk/Run ☒Festival ☐March/Parade ☐Other: 3-on-3 Basketball Tournament

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

☒Horace Blackman Park

☒Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location: _____

☒ Streets: Michigan Avenue (Hayes Ct - Mechanic St) | Jackson Street (Pearl St - Cortland St)

☐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.

Gus Macker is an organization based out of Belding, MI that supports 3-on-3 basketball competitions nationwide. In 2018, Jackson signed on as a city to host the event, which serves as a fundraiser for area non-profits (over 16 since 2018) and volunteer groups (over 8 since 2018) and brings the excitement of basketball to the streets of Downtown Jackson. The tourney hosted 210 teams in 2022 and hope to welcome over 225 in 2022. We are a youth heavy tournament to date, with 68% of our teams being 17 & under and host a balanced mix of local (Jackson County) and out-of-town guests.

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

Street Name: Michigan Cross Streets Mechanic to Hayes Ct

Closure Start Date: July 21 Time: 5:00a Closure End Date: July 24 Time: 6:00p

Street Name: Jackson Cross Streets Cortland to Pearl

Closure Start Date: July 21 Time: 5:00a Closure End Date: July 24 Time: 6:00p

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: currently compatible
Amount of electrical wattage needed: _____ Amount of plug ins: tbd
Locations of where plugs are needed: Lean Rocket Lab, Bucky Harris, Blackman Park
****All electrical lines MUST be covered to limit tripping hazards. ****

☒ **Water Needs**: Indicate water requirements: If City is providing restrooms, yet; no otherwise
Amount of water needed: _____ Locations of where water is needed: _____

☒ **Food/Vendors**: Indicate vendors requirements: food trucks in Blackman Park
Amount of electrical wattage needed: _____ Amount of plug ins: 8
Locations of where plugs are needed: Blackman Park Number of vendors: 8

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☒ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐ Other: _____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)* Note: this is provided by Macker two weeks prior to the event	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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

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

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐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: Attached Maps / Layout based on 2021 event. Heroes Tournament will take place FRIDAY NIGHT game play. Revised maps and program will be submitted by June 30, 2022.

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: Kyle L Liechty

Date: November 27, 2022

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS***** Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
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

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

Sanitation stations provided at registration area and other points of engagement.

Health waiver completed by ALL participants and submitted the day of the event.

Streamlined registration to enhance distance of sign in, compared to clustered space.

Limit teams based on status of Covid-19.

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

Players will NOT be permitted to play if experiencing Covid-19 symptoms leading into the event.

Collaboration with partners IEP, Henry Ford Allegiance Health, and ORS re: documentation and event removal.

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

All plans will follow state / local guidelines, as well as contact sport guidelines set by the MHSAA.

Macker Schedule

FRIDAY, JULY 21

4:00 - 8:00 PM	**Registration** by Monster Motors	Jackson Symphony Orchestra | 215 W. Michigan Ave
5:30 - 9:00 PM	**Friday Night in The City** by the Jackson DDA	Live Music in Bucky Harris Park
5:30 - 9:00 PM	**The Heroes Tournament** by County National Bank	Top Mens + Dream Court
6:00 - 7:30 PM	**Basketball for All Tourney for students w/ Disabilities** by Orthopedic Rehab Specialists	
6:00 - 8:00 PM	**Free Throw + 3-Point Contest (rd 1)** by Monster Motors	Check In at the Main Stage

SATURDAY, JULY 22

7:30 - noon	**Registration** by Monster Motors	Jackson Symphony Orchestra | 215 W. Michigan Ave
8:00 - 8:30 AM	**Opening Ceremonies**	Dream Court
8:30 - 6:00 PM	**Saturday Gameplay**	All Courts
11:00 - noon	**Mascot Game + Meet n Greet** by Blue Ox Credit Union	Dream Court
12:00 - 12:30 PM	**Lightning Contest** by Rise N' Shine Pro Services	Top Men's Court
12:30 - 1:00 PM	**Dunk Contest** by The Chase Sports Bar	Top Men's Court
3:00 - 5:00 PM	**Free Throw + 3-Point Contest (rd 2)** by Monster Motors	Check In at the Main Stage

SUNDAY, JULY 23

8:00 - 6:00 PM	**Sunday Gameplay**	All Courts
10:00 - 11:00 AM	**Free Throw + 3-Point Contest (rd 3)** by Monster Motors	Check In at the Main Stage
12:00 - 6:00 PM	**Trophy Ceremonies**	

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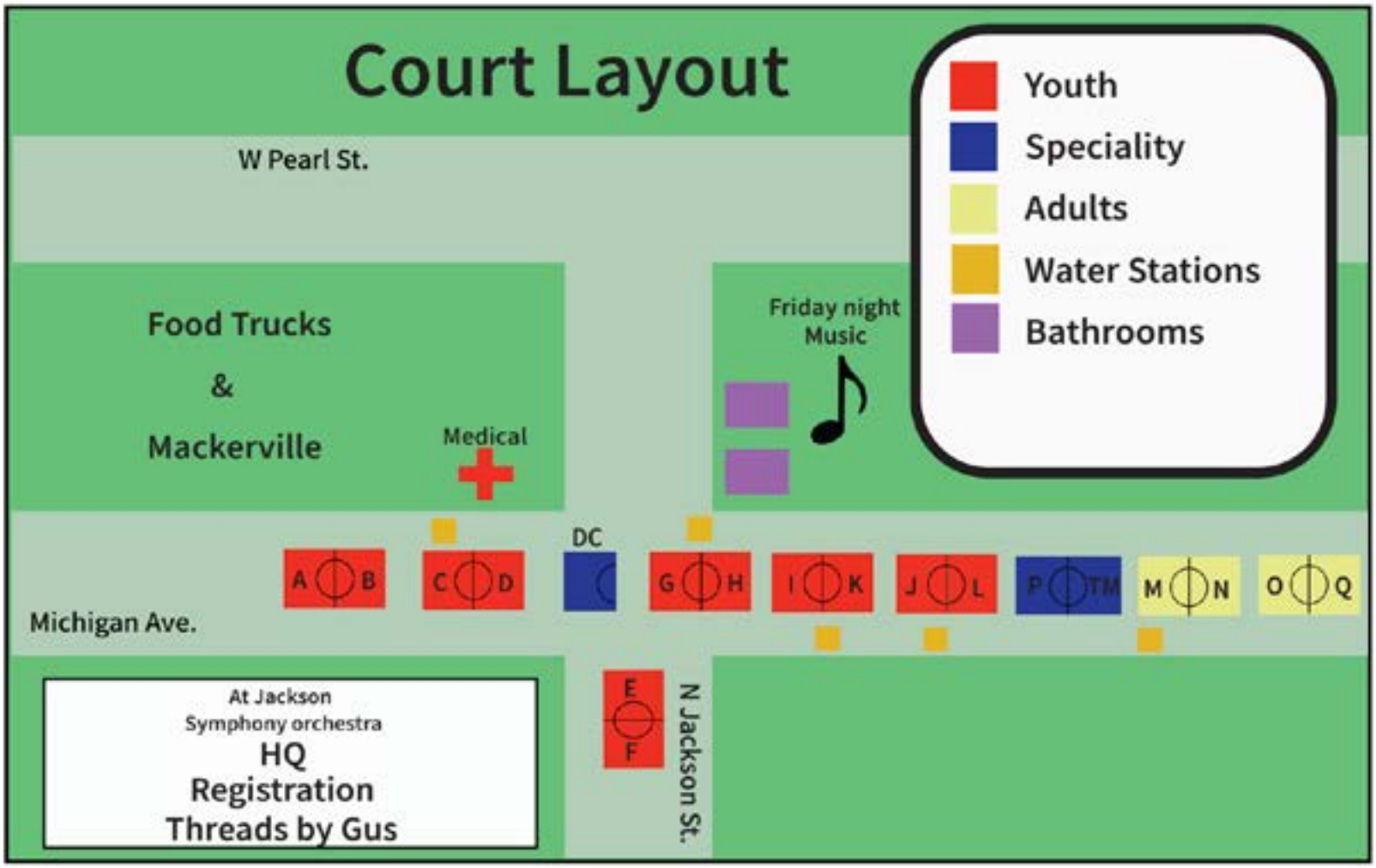
Court Layout



Items of Note!

Registration and **Threads by Gus** retail will be based out of the Jackson Symphony Orchestra for the 1st time this year, which is located near Horace Blackman Park at 215 West Michigan Avenue near courts A-D.

Rest Rooms are located in Bucky Harris Park near Jackson Street and Michigan Avenue.

Medical / Athletic Training is located near the registration tent, courtesy of Orthopaedic Rehab Specialists.

In case of an emergency, visit the Lammer's Main Stage near the Top Men's Court.

Check out the **Food, Shopping & Attractions** map for places to visit in Downtown Jackson on Page Thirteen.

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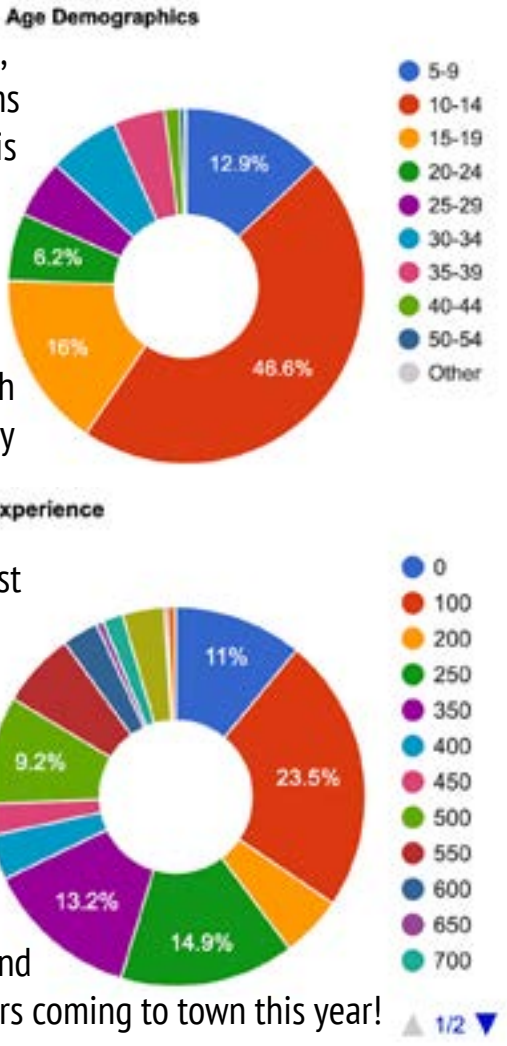
Court Layout, cont...

The Summit Orthodontics Dream Court	**Youth**	**All**	**RSVP**	**Sat. 9:00a - Sun, 1:00p**
Court P presented by Art Moehn Chevrolet	**open**	**Ladies**	**4 teams**	**Sat. 9:00a - Sun. 1:00p**
Court TM presented by Art Moehn Chevrolet	**open**	**Men**	**11 teams**	**Sat. 9:00a - Sun. 2:30p**
		10U Division		
Court A presented by Commonwealth Associates	10U	Boys	10 teams	Sat. 9:00a - Sun, 2:00p
Court B presented by Tiki Sam's Pizza	10U	Boys	9 teams	Sat. 9:00a - Sun. noon
Court C presented by Monster Motors	10U	Girls	13 teams	Sat. 8:30a - Sun. 4:00p
		12U Division		
Court D presented by Monster Motors	12U	Boys	17 teams	Sat. 8:30p - Sun. 6:00p
Court E presented by County National Bank	12U	Boys	17 teams	Sat. 8:30p - Sun. 6:00p
Court F presented by County National Bank	12U	Girls	11 teams	Sat. 8:30p - Sun. 3:00p
		16U Division		
Court G presented by Community Choice CU	14U	Boys	14 teams	Sat. 8:30p - Sun. 3:00p
Court H presented by Community Choice CU	14U	Boys	15 teams	Sat. 8:30p - Sun. 4:30p
Court I presented by RJs Heavenly Delights	14U	Girls	9 teams	Sat. 9:00a - Sun. noon
Court J presented by Jackson College	16U	Boys	17 teams	Sat. 8:30p - Sun. 6:00p
Court K presented by Bright Walls	16U	Girls	5 teams	Sat. 9:00a - Sun. 1:00p
Court L presented by Blueprint Athletes	18U	Boys	9 teams	Sat. 9:00a - Sun. noon
Court M presented by Jackson Free Masons	19-24	Men	11 teams	Sat. 9:00a - Sun. 2:30p
Court N presented by Edmondson Security	25-29	Men	11 teams	Sat. 9:00a - Sun. 2:30p
		Old Timers Division		
Court O presented by TRUE Community CU	30-38	Men	13 teams	Sat. 8:30a - Sun. 4:00p
Court Q presented by TRUE Community CU	39+	Men	10 teams	Sat. 9:00a - Sun. 2:00p

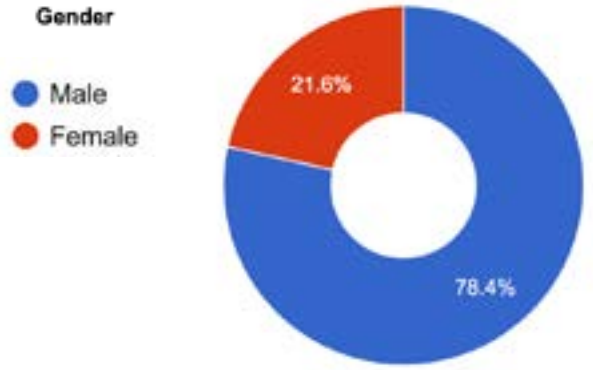
art moehn AUTO GROUP HENRY FORD HEALTH County National Bank Banking that stays in the community

As event managers, we feel that it is important to share a transparent overview of who is coming to and supporting the Jackson Gus Macker! The charts on this page are in the administrative view of the event, but we thought it was cool to pick them apart! As you can see, over 75% of the teams playing in Jackson this year are in the youth division, which is a crazy awesome stat to see! Furthermore, over 33% of the youth participants have only played rec ball at their school, or less, so it will be a first time competitive for a large chunk of the participants. Also, the Experience chart also tells us that there are over 30 Division I, II, community college, and event semi-pro players coming to town this year!





JacksonMagazine.com
517.783.2637



Sponsor Highlight

In Michigan, there are approximately 10,000 children in foster care and nearly 200 children who still need an adoptive family. We need your help to provide a safe, nurturing home for these children until they can be returned to their families. When children cannot be returned to their homes, foster parents are often asked to provide permanent homes.

Michigan.gov

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CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

SUBJECT: Special Event Application: JDRF One Walk

Recommendation:

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

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the JDRF One Walk.

I recommend approval of the special event application for the JDRF One Walk. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: February 21, 2023

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

SUMMARY: A community-based fundraiser bringing together members of the Type-I diabetes community to celebrate, educate, and fundraise for TID research.

DEPARTMENTAL APPROVAL SUMMARY

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$200.00
Public Works	X		$800.00
		TOTAL	***$1,000.00***

CONDITIONS & CONSIDERATIONS

Road closures, barricades, electrical usage, stage on wheels, trash cans, traffic cones

INSURANCE STATUS

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

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ATTACHMENTS: Special Event Application: JDRF One Walk

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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: JDRF - Michigan and Northern Ohio Chapter		
Address: 24359 Northwestern Hwy, #125		Phone: (248) 936-1291
Tax ID#: 23-1907729	Website: walk.jdrf.org	
Contact Name: Lia Benn	Phone: 248-491-3221	Email: lbenn@jdrf.org
Contact Name: Mike Wilson	Phone: 517-474-4495	Email: mwilson@33@sbcglobal.net
Contact Name During Event: Lia Benn		Phone: (248) 491-3221

Event Information

Event Name:

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
6/16/23 - 6/17/23	9 am on 6/16/23	8:30 am on 6/17/23	11:30 am on 6/17/23	2 pm on 6/17/23

Has this event occurred before? ☒Yes, (if yes, how many previous years? 24 years ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 300

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

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

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

☐Horace Blackman Park

☐Bucky Harris Park

☒Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location:_____

☒ Streets: S Oakwood Dr., Birchwood Dr., & Maplewood Dr.

☐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.

JDRF is pleased to host their 25th anniversary JDRF One walk. This community-based fundraiser brings together members of the Type 1 diabetes community to celebrate, educate, and fundraise for type 1 diabetes research.

Anyone who is affected by type 1 diabetes as well as friends and family that support them can attend this event. Sign-up is free by visiting walk.jdrf.org.

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

Street Name: S. Oakwood Dr. Cross Streets Maplewood Dr. & Walnut Dr.
Closure Start Date: 6/17/23 Time: 8 am Closure End Date: 6/17/23 Time: appr 10:30 am

Street Name: S. Oakwood Dr. Cross Streets Walnut Dr. & Birchwood Dr.
Closure Start Date: 6/17/23 Time: 8 am Closure End Date: 6/17/23 Time: 11:30 am

Street Name: Birchwood Dr. Cross Streets S. Oakwood Dr. & Maplewood Dr.
Closure Start Date: 6/17/23 Time: 8 am Closure End Date: 6/17/23 Time: 11:30 am

Street Name: Maplewood Dr. Cross Streets S Oakwood Dr. & Birchwood Dr.
Closure Start Date: 6/17/23 Time: 8 am Closure End Date: 6/17/23 Time: 11:30 am

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: Outlets for DJ on stage and Lions Club Eye Sight Trailer
Amount of electrical wattage needed: _____ Amount of plug ins: 4
Locations of where plugs are needed: We use the power outlet in the pavilion to power these items.
****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: 2 food vendors and 1-2 industry exhibitors
Amount of electrical wattage needed: N/A 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: Barricades for road closure. Police support for directing traffic and ensuring roads are closed for walkers. Extra trash containers.

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: _____

Date: 8/4/22

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
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

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

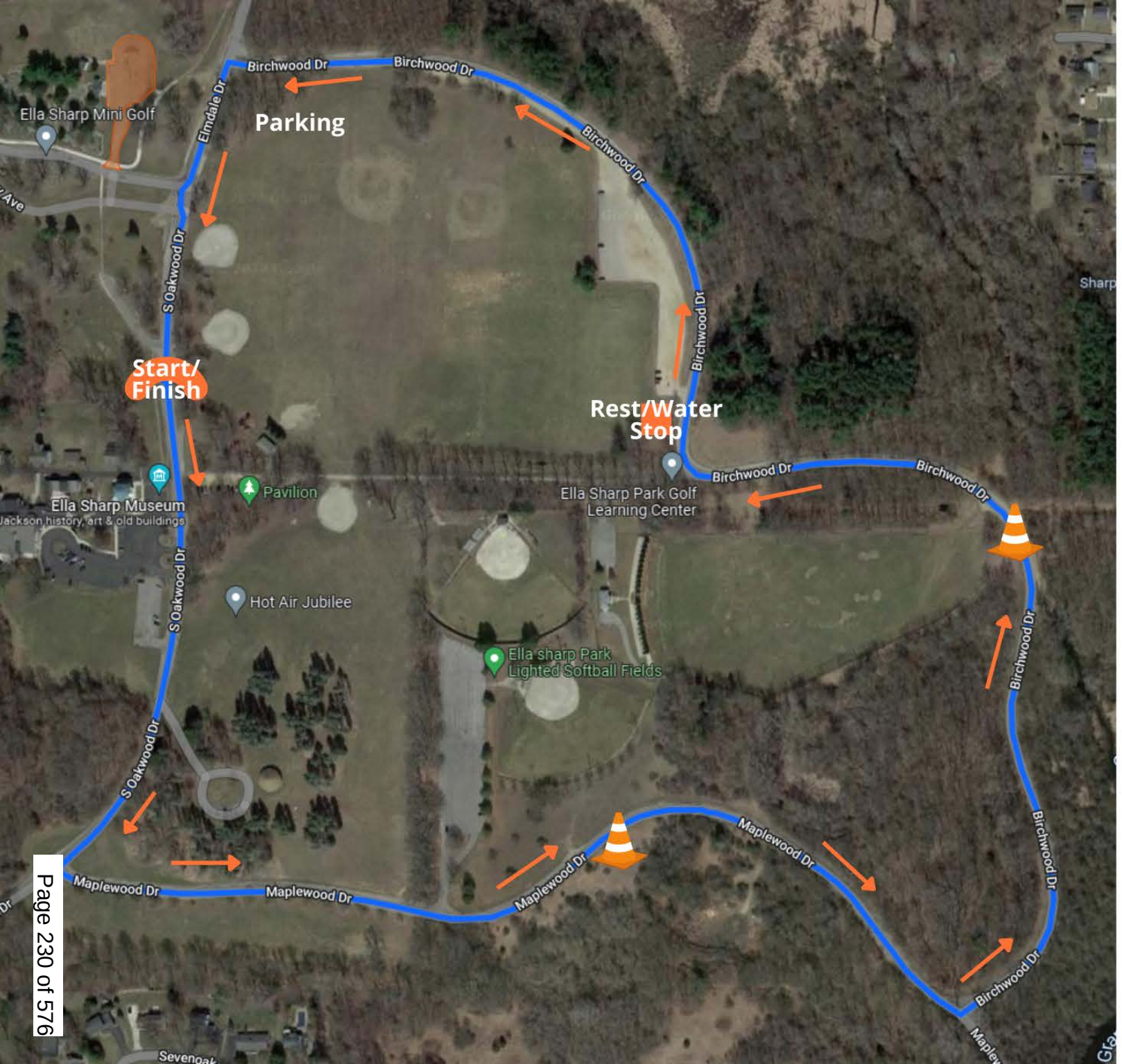
As an outdoor event, we feel the spreed of Covid-19 is minimum. However, if local guidelines change, we will be happy to review our safety measures.

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

Since all participants and volunteers will be registered, we will have email contact information to communicate to communicate any possible infections.

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

We plan to adhere to any current executive order or federal/local guidelines that are in effect at the time of the event. The protection of our guests, many with type 1 diabetes, is extremely important to us.



JDRF ONE WALK

FOR A WORLD WITHOUT TYPE 1 DIABETES T1D

Jackson One Walk
June 17, 2023

To Register or Donate, Visit

http://walk.jdrf.org/jackson


start/
finish
Generator
JDRF
Exhibitors
Activity
Tent
Water
Food
Tent
Food
Truck
S Oakwood Dr
Registration/
Volunteer
Check-in
25th
Shirt
Photo
Area
Stage
Lions
Site Trailer
Food
Truck
Portable
Bathroom
Ella Sharp Museum
Jackson history,
art & old buildings

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2023

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

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

PRODUCER	CONTACT NAME:	
NFP Property & Casualty Services, Inc. 6500 Rock Spring Drive Suite 500 Bethesda, MD 20817	PHONE (A/C, No, Ext): (301) 581-7300	FAX (A/C, No): (301) 214-7001
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
JDRF International 200 Vesey Street 28th Floor New York, NY 10281	INSURER A : Phoenix Insurance Company	25623
	INSURER B : Travelers Indemnity Company of Connecticut	25682
	INSURER C : Travelers Indemnity Company	25658
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		P6305C801417PHX22	12/7/2022	12/7/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			BA1L3112162243G	12/7/2022	12/7/2023	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 25,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			CUP3K0963392243	12/7/2022	12/7/2023	AGGREGATE	$ 25,000,000
	[ ] DED [X] RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		UB1L3847792243G	12/7/2022	12/7/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Re: Michigan & Northern Ohio, 24359 Northwestern Highway, #125, Southfield, MI 48075
Event: JDRF One Walk
Event Location: Ella Sharp Park, 3225 Fourth St., Jackson, MI 49203
Event Date: June 16, 2023 to Saturday, June 17, 2023

City of Jackson & Jackson Downtown Development Authority are included as Additional Insured as respects to General Liability when required by written contract or agreement, subject to policy terms and Conditions.

CERTIFICATE HOLDER

City of Jackson & Jackson Downtown Development Authority
Attn; Lia Benn
161 W Michigan Ave
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

SUBJECT: **Request for Public Hearing for a Presentation Lansing Avenue Corridor Improvements**

RECOMMENDATION:

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

Attached is a report from Jon Dowling, City Engineer regarding a Public Hearing request.

I recommend approval for receipt and establishment of the public hearing at the March 21, 2023 City Council meeting. Your consideration and concurrence is appreciated.

JG

T:\2024 Projects\SAFETY PROJECTS LANSING AVE CORRIDOR\1_ASSESSMENT\Engineering Lansing Ave Publ Hearing Mgr cover memo.docx

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: February 21, 2023

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

SUMMARY

Engineering is requesting a Public Hearing and presentation on a Lansing Avenue Corridor Improvements project to be scheduled for March 21, 2023 to comply with Federal Highway Administration (FHWA) guidelines.

BUDGETARY CONSIDERATIONS

N/A.

HISTORY, BACKGROUND and DISCUSSION

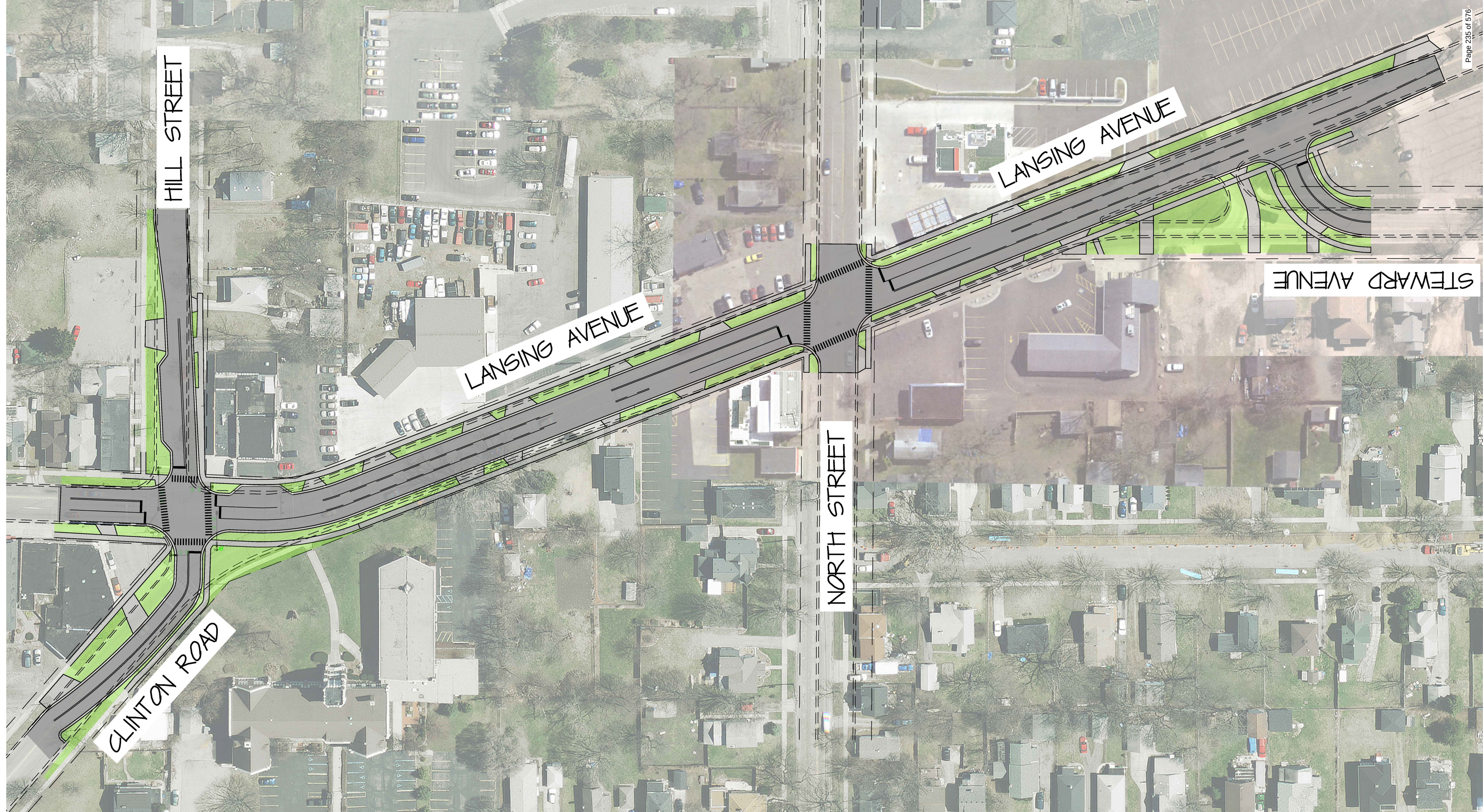
In the early 1900s, Lansing Avenue and Clinton Road were state highways in the City of Jackson until the late 1940s. In 1953, the ownership of these roads was transferred back to the City.

DISCUSSION OF THE ISSUE

Lansing Avenue from Clinton Road to Steward Avenue was constructed as a state highway and built around the trolley track system with five lanes. Even though it is no longer a state highway, and the trolley system no longer exists, the roadway still remains as five lanes. Engineering proposes to reconstruct the road as three lanes and reestablish a green belt on either side of the road to separate the sidewalks from the roadway.

POSITIONS

I request approval of the establishment of March 21, 2023 at the City Council meeting as the time and place to hold a public hearing for a presentation on a Lansing Avenue Corridor Improvements project.


HILL STREET
LANSING AVENUE
LANSING AVENUE
STEWARD AVENUE
NORTH STREET
CLINTON ROAD

Residents in Action, Jackson Michigan
Homelessness Project Proposal for City of Jackson RFP – 02/08/23-02/20/23

Homelessness Project Narrative

Insights/Realizations

- We must report that we are still continuing to receive inquiries to self-disclose homelessness and to request assistance daily
- We are still at full capacity with **269** on the waiting list
- We have continued to focus on those currently in the hotel to ensure that all paperwork is documented, assessments are completed and that their needs are priority.
- We now have **37** unique individuals/families currently placed in hotels. We have helped over **62** in some capacity.

Barriers/Gaps

- Primarily circling back to individuals that the City initially placed in the hotel that are no longer in the hotels to reconcile paperwork/documentation
- Having to continue to turn people away or place them on a waiting list that we know won't move much because the scope of the project as it relates to volume is exhausted
- We still need a daytime warming center (very grave need)
    - Jackson Interfaith Shelter is 11:00PM-6:00AM but conditional pending weather temp each day
    - No one else covers 8:00AM-11:00PM except Home of New Vision Resource Center and Engagement Center but that is for Recovery support and crisis.

Successes

- We have continued to surpass what was initially asked of us as it relates to identifying and getting people in hotels
- We have not yet solidified any details regarding help from the Jackson Business Chamber food support but we have submitted specific line item reallocation requests to the City to implement going forward.
- Several families have transitioned to stable long-term housing

Next Steps

- Continuing to house who we have and to connect them to resources as applicable.
- Fill the hotel gaps from the existing waiting list as applicable.
- Planning a Homeless/Housing Resource Event to connect those on the waiting list to community resources

Budget Notes

- See grid below for current spending status.

Tashia M. Carter, MAOM, BBL, Executive Director Residents in Action
915 Orchard Pl Jackson, MI 49203
(517) 745-9459 Tcarter.riaservices@gmail.com

Homelessness Project Data Tracking

Demographic Snap-Shot - (Family Make-up)

as of 01/26/23

Row Labels	Count of Single/Couple/Family	%
Couple	10	4.72%
Family	53	25.00%
Single	88	41.51%
N/A	3	1.42%
Unknown/TBD	58	27.36%
Grand Total	**212**	

as of 02/07/23

Row Labels	Count of Single/Couple/Family	%
Couple	16	6.56%
Family	54	22.13%
Single	106	1.64%
N/A	4	43.44%
Unknown/TBD	64	26.23%
Grand Total	**244**	

as of 02/20/23

Row Labels	Count of Single/Couple/Family	%
Couple	21	7.81%
Family	65	24.16%
Single	109	40.52%
N/A	6	2.23%
Unknown/TBD	4	1.4%
Grand Total	**269**	

Demographic Snap-Shot - (Minors in Family)

as of 01/26/23

Row Labels	Count of Families with Minors in Household	%
No	108	51.18%
Yes (@ 110 kids impacted)	48	22.75%
Unknown	51	24.17%
N/A	4	1.90%
Grand Total	**211**	

as of 02/07/23

Row Labels	Count of Families with Minors in Household	%
No	125	51.23%
Yes (@ 115 kids impacted)	52	21.31%
Unknown	62	2.05%
N/A	5	25.41%
Grand Total	**244**	

as of 02/20/23

Row Labels	Count of Families with Minors in Household	%
No	134	49.81%
Yes (@ 132 kids impacted)	56	20.82%
Unknown	7	2.60%
N/A	72	26.77%
Grand Total	**269**	

Homelessness Project Data Tracking

Demographic Snap-Shot - (Gender Breakdown)
****Some couples counted individually****

as of 01/26/23

Row Labels	Count of Gender	%
Female	113	48.71%
Male	96	41.38%
N/A	3	1.29%
Nonbinary	1	0.43%
Unknown	19	8.19%
Grand Total	**232**	

as of 02/07/23

Row Labels	Count of Gender	%
Female	126	48.84%
Male	102	39.53%
N/A	4	1.55%
Nonbinary	1	0.39%
Unknown	25	9.69%
Grand Total	**258**	

as of 02/20/23

Row Labels	Count of Gender	%
Female	140	47.95%
Male	117	40.07%
N/A	6	2.05%
Nonbinary	1	0.34%
Unknown	28	9.59%
Grand Total	**292**	

*Modified count to include couples separately for gender

Homelessness Project Data Tracking

Demographic Snap-Shot - (Race)

as of 01/26/23

Row Labels	Count of Race	%
Unknown	89	42.18%
Caucasian	81	38.39%
African American	27	12.80%
Bi-Racial	4	1.90%
Hispanic and Caucasian	2	0.95%
American	1	0.47%
Half Cherokee Indian/Half Caucasian	1	0.47%
Human	1	0.47%
Indian	1	0.47%
Native Indian	1	0.47%
N/A	3	1.42%
Grand Total	**211**	

as of 02/07/23

Row Labels	Count of Race	%
African American	27	11.07%
American	1	0.41%
BiRacial	4	1.64%
Black	3	1.20%
Caucasian	83	34.01%
Half Cherokee Indian/Half White White	1	0.41%
Hispanic and White	2	0.82%
Human	1	0.41%
Indian	1	0.41%
N/A	4	1.64%
Native Indian	1	0.41%
Unknown	117	47.95%
Grand Total	**244**	

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Homelessness Project Data Tracking

Demographic Snap-Shot - (Race Continued)

as of 02/20/23

Row Labels	Count of Race	%
African American	27	10.04%
American	1	0.37%
BiRacial	4	1.49%
Black	2	0.74%
Caucasian	82	30.48%
Half Cherokee Indian/Half White White	1	0.37%
Hispanic and White	2	0.82%
Human	1	0.37%
Indian	1	0.37%
N/A	6	2.23%
Native Indian	1	0.37%
Unknown	139	51.67%
Grand Total	**269**	

Homelessness Project Data Tracking

Demographic Snap-Shot - (Living Situation)

as of 01/10/23

Row Labels	Count of Living Situation Status	%
Car	16	22.22%
Condemned House	2	2.78%
Family	2	2.78%
Friend	6	8.33%
Hotel	16	22.22%
Street	29	40.28%
Tent	1	1.39%
Trailer	1	1.39%
Grand Total	**72**	**Includes partial assessment data**

as of 01/24/23

Row Labels	Count of Living Situation Status	%
Car	21	9.95%
Condemned House	2	0.95%
Family/Friend	15	7.11%
Hotel	25	11.85%
Street/Tent	79	37.44%
Trailer	1	0.47%
Porch	2	0.95%
N/A	3	1.42%
Unknown/TBD	62	29.38%
Duplicate	1	0.47%
Grand Total	**211**	

- 139 more demographics classified over the last two weeks
- Combined Family/Friend category
- Combined Street/Tent
- Added Porch
- Unknown/TBD represents those we have not assessed who did not disclose where they were living when they called initially

Homelessness Project Data Tracking

Demographic Snap-Shot - (Living Situation - Continued)

as of 02/07/23

Row Labels	Count of Living Situation Status	%
Car	23	9.43%
Condemned House	2	0.82%
Family/Friend	15	6.15%
Hotel	28	11.48%
House	2	0.82%
N/A	4	1.64%
Porch	2	0.82%
Street/Tent	98	40.16%
Trailer	1	0.41%
Unknown/TBD	69	28.28%
Grand Total	**244**	

- 33 more demographics classified over the last two weeks

as of 02/20/23

Row Labels	Count of Living Situation Status	%
Car	27	10.04%
Condemned House	2	0.74%
Family/Friend	15	5.58%
Hotel	30	11.15%
House	2	0.74%
N/A	5	1.86%
Porch	2	0.74%
Street/Tent	113	42.01%
Trailer	1	0.37%
Unknown/TBD	72	26.77%
Grand Total	**269**	

- 25 more demographics classified over the last two weeks

Homelessness Project Data Tracking

Hotel Placement Status

as of 12/21/22 - 01/10/23

Hotel Placement Status	Count of RiA TRACKING
Hotel Placement - Declined - Travel Lodge	1
Hotel Placement - Left without notice - Travel Lodge	1
Hotel Placement - No Show - Travel Lodge	2
Hotel Placement - Successful - America's Best	8
Hotel Placement - Successful - Travel Lodge	28
Hotel Placement Discharged/Revoked - Travel Lodge	10
Waiting List	103
Total Lodged to date	47
Grand Total	**153**

as of 01/11/23 - 01/26/23

Row Labels	Count of RiA TRACKING
Hotel Placement - Declined - Travel Lodge	2
Hotel Placement - Left without notice - Travel Lodge	1
Hotel Placement - No Show - Travel Lodge	5
Hotel Placement - Successful - America's Best	15
Hotel Placement - Successful - Travel Lodge	31
Hotel Placement Discharged/Revoked - Travel Lodge	8
Out of Area	1
Misc Inquiry	4
Waiting List	145
Total Lodged to date	56
Grand Total	**212**

- 59 additional homelessness inquiries over the last two weeks

Homelessness Project Data Tracking

Hotel Placement Status Continued

as of 02/07/23

Row Labels	Count of RiA TRACKING
Hotel Placement - Declined - Travel Lodge	2
Hotel Placement - Left without notice - Travel Lodge	1
Hotel Placement - No Show - Travel Lodge	6
Hotel Placement Discharged/Revoked - Travel Lodge	13
Misc Inquiry	5
No Hotel Placement but secured stable housing since request for emergency housing assistance	1
Non-Response	1
Out of Area	1
Waiting List	171
Hotel Placement - Successful/Current - America's Best	11
Hotel Placement - Successful/Found Alternative housing - Travel Lodge	3
Hotel Placement - Successful/Found Alternative housing - America's Best	2
Hotel Placement - Successful/Current - Travel Lodge	22
Hotel Placement - Successful/Checked out voluntarily - Travel Lodge	1
Hotel Placement - Successful/Became a hotel employee - Travel Lodge	2
Hotel Placement - Successful/Checked out voluntarily - America's Best	2
Grand Total	**244**

- 32 additional homelessness inquiries over the last week

Homelessness Project Data Tracking

Hotel Placement Status Continued

as of 02/20/23

Row Labels	Count of RiA TRACKING	%
Hotel Placement - Declined - Travel Lodge	2	0.74%
Hotel Placement - Left without notice - Travel Lodge	1	0.37%
Hotel Placement Discharged/Revoked - Travel Lodge	16	5.95%
Misc Inquiry	7	2.60%
No Hotel Placement but secured stable housing since request for emergency housing assistance	2	0.74%
Non-Response	1	0.37%
Out of Area	1	0.37%
Waiting List	189	70.26%
Hotel Placement - Successful/Current - America's Best	11	4.09%
Hotel Placement - Successful/Found Alternative housing - Travel Lodge	3	1.12%
Hotel Placement - Successful/Found Alternative housing - America's Best	2	0.74%
Hotel Placement - Successful/Current - Travel Lodge	23	8.55%
Hotel Placement - Successful/Became a hotel employee - Travel Lodge	2	0.74%
Hotel Placement - Offered but No Showed - Travel Lodge	6	2.23%
Hotel Placement - Successful/Checked out voluntarily; living status unknown - Travel Lodge	1	0.37%
Hotel Placement - Successful/Checked out voluntarily; living status unknown - America's Best	1	0.37%
Hotel Placement - Successful/Checked out voluntarily and now asking to be reconsidered - America's Best	1	0.37%
Grand Total	**269**	

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Homelessness Project Data Tracking

Assessment Status

as of 12/21/22 - 01/10/23

Assessment Statuses	Count of Assessment Status
Assessment Completed	54
Assessment Declined	1
Assessment Not Completed - Initial or Subsequent Outreach made	54
Assessment Not Completed - Make Initial Contact	2
Assessment Not Completed - No longer at Hotel	9
Assessment Not Completed - Priority because of hotel placement (Partial)	22
Misc Inquiry	1
Missing, Non-working or Disconnected Contact info	10
Grand Total	**153**

Assessed	Count of Single/Couple/Family	%
Couple	6	10%
Family	26	43%
Single	29	47%
Grand Total	**61**	

as of 01/11/23 - 01/26/23

Row Labels	Count of Assessment Status
Assessment Completed	66
Assessment Declined	2
Assessment Not Completed - Initial or Subsequent Outreach made	53
Assessment Not Completed - Make Initial Contact	45
Assessment Not Completed - No longer at Hotel	8
Assessment Not Completed - Priority because of hotel placement	26
Assessment Not Completed - Missing, Non-working or Disconnected Contact info	8
N/A	4
Grand Total	**212**

Assessed	Count of Single/Couple/Family	%
Couple	4	6.06%
Family	29	43.94%
Single	33	50.00%
Grand Total	**66**	

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Homelessness Project Data Tracking

Assessment Status Continued

as of 02/07/23

Row Labels	Count of Assessment Status	%
Assessment Completed	80	32.52%
Assessment Declined	2	0.81%
Assessment Not Completed - Initial or Subsequent Outreach made	53	21.54%
Assessment Not Completed - Make Initial Contact	77	31.30%
Assessment Not Completed - Missing, Non-working or Disconnected Contact info	8	3.25%
Assessment Not Completed - No longer at Hotel	8	3.25%
Assessment Not Completed - Priority because of hotel placement	13	5.28%
N/A	5	2.03%
Grand Total	**246**	

Assessed	Count of Single/Couple/Family	%
Couple	5	6.25%
Family	36	45.00%
Single	39	48.75%
Grand Total	**80**	

- Only one person during this time period reported that they made over $40K a year
- We are still collecting authorization of release forms, the City form and income verification forms as well as connecting to resources

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Homelessness Project Data Tracking

Assessment Status Continued

as of 02/20/23

Row Labels	Count of Assessment Status	%
Assessment Completed	84	31.23%
Assessment Declined	2	0.74%
Assessment Not Completed - Initial or Subsequent Outreach made	136	50.56%
Assessment Not Completed - Make Initial Contact	10	3.72%
Assessment Not Completed - Missing, Non-working or Disconnected Contact info	8	2.97%
Assessment Not Completed - No longer at Hotel	18	6.69%
Assessment Not Completed - Priority because of hotel placement	4	1.49%
N/A	7	2.60%
Grand Total	**269**	

Assessed	Count of Single/Couple/Family	%
Couple	5	5.95%
Family	33	39.29%
Single	46	54.76%
Grand Total	**84**	

*Cleaned up data, showed that some family classifications were incorrect

- Still collecting and scrubbing data

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CITY OF JACKSON
Founded 1829

City Assessor's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4033 • Facsimile: (866) 902-7891

MEMO TO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor

DATE: February 21, 2023

SUBJECT: Corrective Resolution for Special Assessment Roll No. 5000

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

Attached please find a corrective resolution for Special Assessment Roll No. 5000 (Street lighting on Cooper Street from Ganson to the I-94 interchange and Martin Luther King Jr. Drive from Ganson to Leroy), confirmed May 14, 2019.

The Assessor's Office facilitated a combination of parcels 8-239500000 and 8-239700000 for the 2023 tax year; these parcels have special assessments attached to them. A correction to the special assessment roll needs to occur to allow installments to continue to be billed and paid. The attached resolution retires the old parcel numbers and enters a new parcel number to continue the installments of the special assessment beginning with the 2023 installment year.

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

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jason Yoakam, City Assessor

DATE: February 21, 2023

RECOMMENDATION: Recommend Adoption of Corrective Resolution for Special Assessment Roll No. 5000

SUMMARY

Starting in the 2023 tax year, parcels 8-239500000 and 8-239700000 are combined into parcel 8-2395.0100. The property owner has requested that the remaining balances on special assessment roll 5000 (Street lighting on Cooper Street from Ganson to the I-94 interchange and Martin Luther King Jr. Drive from Ganson to Leroy) for parcels 8-239500000 and 8-239700000 be transferred to newly-created parcel number 8-2395.0100. This request to amend the special assessment roll will place the remaining special assessment balances on parcel 8-2395.0100.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

Special assessment roll 5000 was confirmed 05/14/2019, with the first installment being billed on May 1, 2020 and two subsequent installments being placed on the 2021 and 2022 summer tax bills. This is an 8-year roll at 2.10% interest. The total amount of the original special assessment for both parcels was $977.18. Parcels 8-239500000 and 8-239700000 would be retired with $366.42 having been paid in full for the 2020, 2021 and 2022 installments. The remaining $610.76 would be levied against the new parcel number 8-2395.0100 beginning with installment year 2023 and be spread over the remaining five years.

DISCUSSION OF THE ISSUE

POSITIONS

Recommend adoption of corrective resolution.

ATTACHMENTS: Map of Parcel; Payment Histories, Letter from Taxpayer

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for Street lighting on Cooper Street from Ganson to the I-94 interchange and Martin Luther King Jr. Drive from Ganson to Leroy, which assessments were by him placed on Special Assessment Roll No. 5000 and were reported to the City Council at its regular meeting held on the 14th of May, 2019; and

WHEREAS, on March 14, 2019, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, in 2023, the properties at 1100 and 1104 Cooper Street were combined and a new parcel number was created for the 2023 tax year for said properties; and

WHEREAS, the original parcel numbers were inactivated and are no longer in use; and

WHEREAS, the special assessments remain on the original parcel numbers and installments cannot be billed because of their inactive status; and,

WHEREAS, this requires that the original parcel numbers and special assessments for 1100 Cooper Street, parcel 8-239700000 and 1104 Cooper Street, parcel 8-239500000, on roll 5000 be retired after the third (2022) installment of $366.42 and a new parcel number, 8-2395.0100 be entered for the remaining five (5) installments (2023 through 2027) for $610.76; and,

NOW, THEREFORE, BE IT RESOLVED, that parcel numbers 8-239500000 and 8-239700000 are hereby retired and parcel number 8-2395.0100 is entered commencing with the 2023 installment for Special Assessment Roll No. 5000 for property commonly known as 1104 Cooper Street.

* * * * * * *

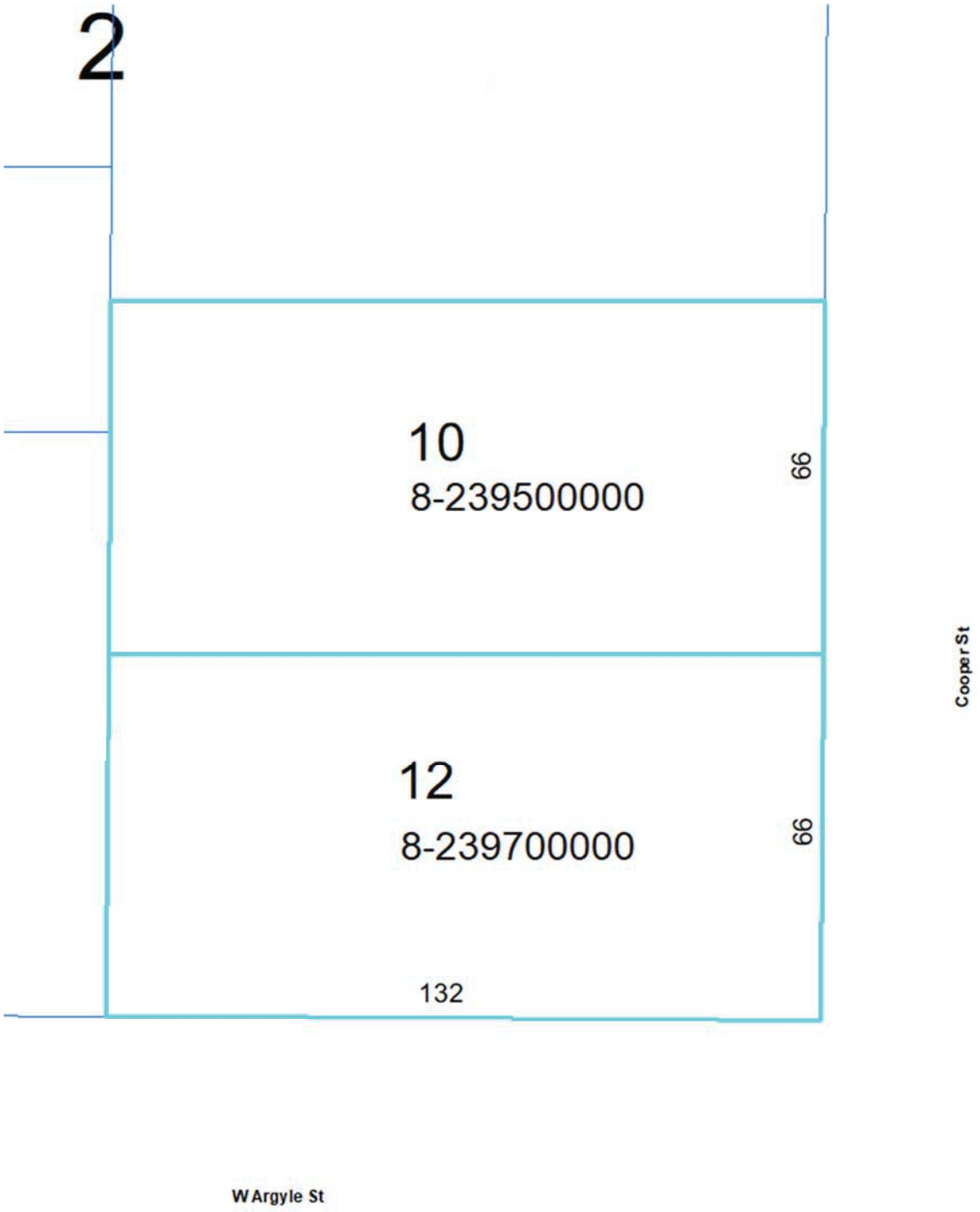
State of Michigan)
County of Jackson) ss
City of Jackson)

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 21st day of February, 2023.

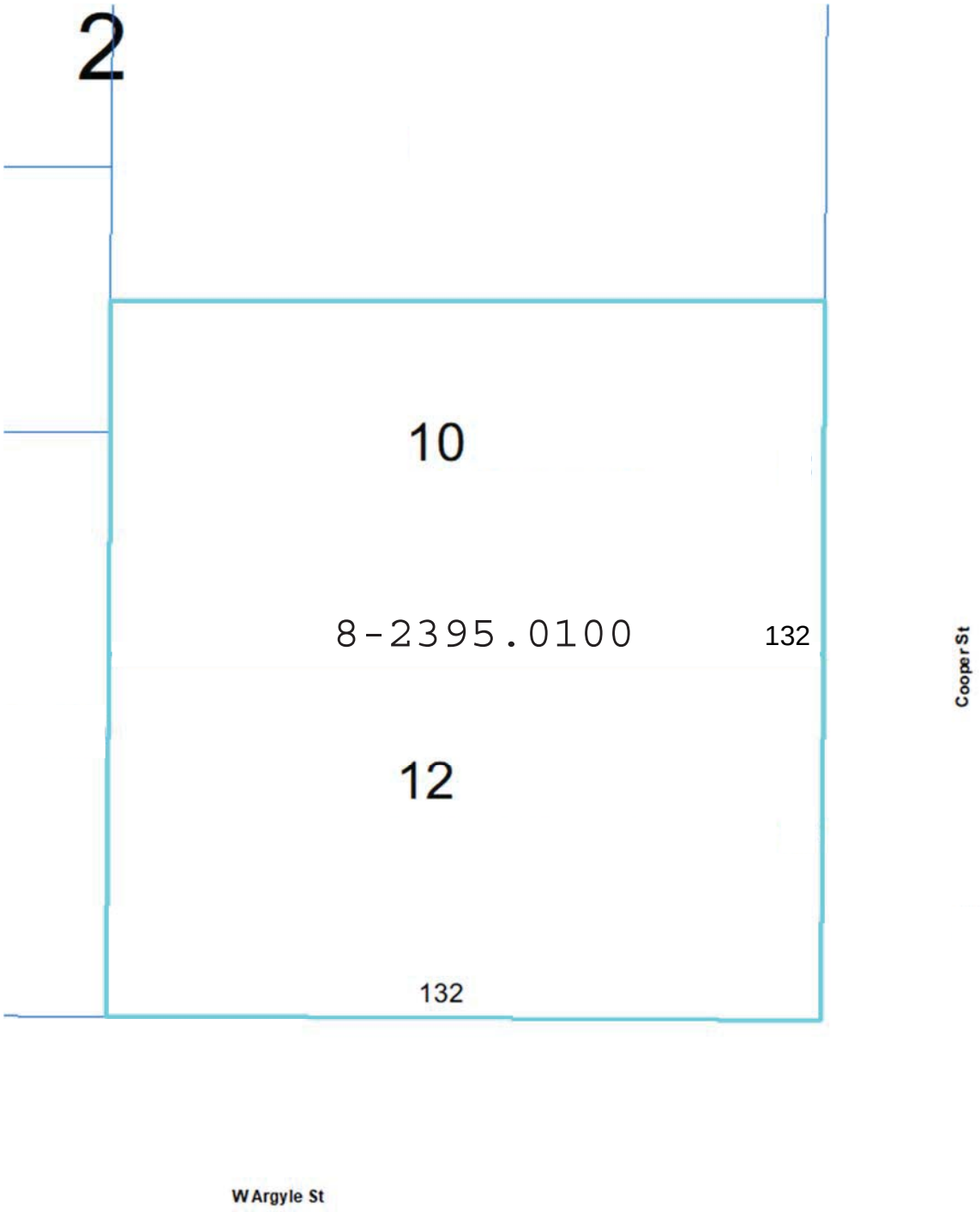
IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 22nd day of February, 2023.

_____
Andrea Muray, City Clerk

OLD PARCELS



NEW PARCEL



5000 (COOPER LIGHTING), Parcel: 8-239500000
Owner: CHURCH BRITTNEY ET AL, 812 MARSH ST
Principal Left: 305.38

Period	Post Date	Principal Penalty	Admin Fee Addtl Penlty	Interest Cert Fee	Total	Receipt # Comments	Check #	Batch #
2020	06/26/2020	61.07 0.00	0.00 0.00	0.00 0.00	61.07	00018501	1	
2021	06/14/2021	61.07 0.00	0.00 0.00	10.69 0.00	71.76	00021180 TRANSFER INSTALLMENT TO TAX		0002021TAX
2022	06/09/2022	61.07 0.00	0.00 0.00	9.16 0.00	70.23	00022686 TRANSFER INSTALLMENT TO TAX		0002022TAX
TOTALS		183.21 0.00	0.00 0.00	19.85 0.00	203.06			

5000 (COOPER LIGHTING), Parcel: 8-239700000
Owner: CHURCH BRITTNEY ET AL, 812 MARSH ST
Principal Left: 305.38

Period	Post Date	Principal Penalty	Admin Fee Addtl Penlty	Interest Cert Fee	Total	Receipt # Comments	Check #	Batch #
2020	06/26/2020	61.07 0.00	0.00 0.00	0.00 0.00	61.07	00018500	1	
2021	06/14/2021	61.07 0.00	0.00 0.00	10.69 0.00	71.76	00021181 TRANSFER INSTALLMENT TO TAX		0002021TAX
2022	06/09/2022	61.07 0.00	0.00 0.00	9.16 0.00	70.23	00022687 TRANSFER INSTALLMENT TO TAX		0002022TAX
TOTALS		183.21 0.00	0.00 0.00	19.85 0.00	203.06			

Roll for Year 2019
Population: Special Assessment District (5000)
Special Population Both Active and Inactive Parcels

Sp. District / Heading	Parcel # / Owner	Principal / Admin Fee	Interest / Penalty	Addtl Penlty / Cert Fee	Total / Installment	Prin Bal / Payoff Int	Total / Payoff
5000	8-238900000	0.00	0.00		0.00	977.19	977.19
COOPER LIGHTING	BARRETT SUZANNE L 1116 COOPER ST JACKSON MI 49202	0.00				0.00	
S 1/2 OF LOT 4 & N 16.5 FT OF LOT 6 BLK 2 WALKER'S ADD							
5000	8-239100000	0.00	0.00		0.00	977.19	977.19
COOPER LIGHTING	MCCANN JOSEPH C 1111 BACKUS ST JACKSON MI 49202	0.00				0.00	
S 3 RDS OF LOT 6 BLK 2 WALKER'S ADD							
5000	8-239500000	0.00	0.00		0.00	488.59	488.59
COOPER LIGHTING	IVESON NICOLETTE ETAL PO BOX 85972 WESTLAND MI 48185	0.00				0.00	
LOT 10 BLK 2 WALKER'S ADD							
5000	8-239700000	0.00	0.00		0.00	488.59	488.59
COOPER LIGHTING	IVESON NICOLETTE ETAL PO BOX 85972 WESTLAND MI 48185	0.00				0.00	
LOT 12 BLK 2 WALKER'S ADD							
5000	8-240700000	0.00	0.00		0.00	1,175.00	1,175.00
COOPER LIGHTING	STETLER GERALD W ESTATE 6150 MAPLE DALE RD JACKSON MI 49201	0.00				0.00	
LOT 7 & N 2 FT OF LOT 9 BLK 3 WALKER'S ADD							
5000	8-240900000	0.00	0.00		0.00	1,175.00	1,175.00
COOPER LIGHTING	STETLER GERALD W ESTATE 6150 MAPLE DALE RD JACKSON MI 49201	0.00				0.00	
LOT 9 EX N 2 FT & N 2 FT OF LOT 11 BLK 3 WALKER'S ADD							
5000	8-241200000	0.00	0.00		0.00	1,175.00	1,175.00
COOPER LIGHTING	STETLER GERALD W ESTATE 6150 MAPLE DALE RD JACKSON MI 49201	0.00				0.00	
N 2 FT OF LOT 13 & ALL OF LOT 11 EX N 2 FT BLK 3 WALKER'S ADD							
0	8-241400000	0.00	0.00		0.00	650.00	650.00
PER LIGHTING	STETLER GERALD W ESTATE 6150 MAPLE DALE RD JACKSON MI 49201	0.00				0.00	
S 4 FT OF LOT 13 & N 1 FT OF LOT 15 BLK 3 WALKER'S ADD							

v.1.0 9.34858

April 1, 2022

City Council of Jackson Michigan :

Regarding the special assessments on my parcels at 1104 and 1100 Cooper Street.

I am making a formal written request to move the special assessments for the street lighting from parcels 8-239500000 and 8-239700000 to the new parcel identification number once the property combination has been executed.

The special assessment roll number is 5000.

Nicolette Iveson
1104 Cooper
Jackson, MI
641-455-1847
(23840 Lakeshore Dr
Gobles MI 49055)

RECEIVED
APR 07 2022
ASSESSOR'S OFFICE
CITY OF JACKSON

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

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

Recommendation:

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

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Loomis Park Playground Project.

We recommend approval of the contract to R.W. Mercer of Jackson, Michigan and authorization for the Mayor and City Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: February 21, 2023

RECOMMENDATION: Approve Change Order No.1 for the Loomis Park Playground Project Phase 2 contract to R.W Mercer in the increased amount of $136,837.00, for additional three outdoor exercise pods, benches, concrete and additional path and authorize the City Manager and Director of Parks and Recreation Department to execute the appropriate document.

SUMMARY

Approve Change Order No.1 for the Loomis Park Playground Project Phase 2 contract to R.W Mercer in the increased amount of $136,837.00, for additional three outdoor exercise pods, concrete and additional path and authorize the City Manager and Director of Parks and Recreation Department to execute the appropriate document.

BUDGETARY CONSIDERATIONS

The change order represents an increase of $136,837.00 bringing the current contract amount to $327,442.

HISTORY, BACKGROUND and DISCUSSION

On November 29, 2022, City Council approved the award of the contract to R.W. Mercer of Jackson, Michigan in the amount of $190,605.00. This contract was for additional walking path areas, lights and outdoor exercise equipment areas.

DISCUSSION OF THE ISSUE

The project will provide new walking path, benches and three more exercise equipment pieces and areas.

POSITIONS

I request approval of balancing the Change Order No.1 and authorization for the City Manager and Director of Parks and Recreation to sign the document.

R.W. MERCER CO.

TRUST. PERFORMANCE. PRIDE.

2322 Brooklyn Rd.
Jackson, MI 49203
Ph : (517) 787-2960

Change Request

To: Kelli Hoover
City of Jackson

Number: 1
Date: 2/10/23
Job: 22.0608.04 Boos Ctr PH2 - East Sidewalk
Phone:

Description: CHANGE ORDER #1

We are pleased to offer the following specifications and pricing to make the following changes:

CHANGE ORDER FOR REVISED CIVIL SET 2.7.2023

INCLUDES ADDITIONAL BENCHES, PLAYGROUND EQUIPMENT, SIDEWALKS, AND BENCH SLABS

TOTAL: $136,836.00

The total amount to provide this work is $136,837.00

If you have any questions, please contact me at 517 541-6478.

Submitted by: Ryan Schonhard
R.W. Mercer Company

Approved by: _____
Date: _____

SITE DATA

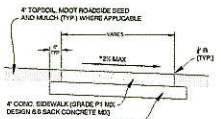
1. PROPERTY INFORMATION:
   PARCEL #: 7-038000000

OWNER: CITY OF JACKSON
161 W MICHIGAN AVE
JACKSON, MI 49201

ARCHITECT: COVALLE ARCHITECTS
2019 FOURTH STREET
JACKSON, MI 49203

GENERAL NOTES

1. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
2. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
3. ALL CURB RADII AND DIMENSIONS ARE TO FACE OF CURB. CURB TO BE PROVIDED WHERE SHOWN AND INTEGRAL WITH SIDEWALK AT PAVING EDGE.
4. SLOPE GRADES UNIFORMLY BETWEEN ELEVATIONS SHOWN. NOMINAL GRADING. SLOPE SIDEWALKS AWAY FROM BUILDING AT 1/4" PER FOOT ON ENTRY WALK.



*TRANSVERSE CONCRETE SLOPES ARE TYPICALLY 1.5% OR 2% MAXIMUM. IN ORDER TO MEET SITE CONDITIONS, IF THE TRANSVERSE SLOPE IS REQUIRED TO BE LESS THAN 1.5%, LONGITUDINAL DRAINAGE MUST BE PROVIDED.

REFER TO MDOT STANDARD PLAN R-28-H (DRIVEWAY OPENINGS & APPROACHES), AND CONCRETE SIDEWALK

CONCRETE SECTION
CZ0 - 030301 NOT TO SCALE

GRADING NOTES

1. ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT TIME OF CONSTRUCTION.
2. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, TAP FEES, METER DEPOSITS, PERMANENT UTILITY APPLICATIONS, BONDS, AND OTHER FEES REQUIRED FOR PROPOSED WORK. THIS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO THOSE REQUIRED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION.
3. CONTACT MISS DIG "811" FOR LOCATION OF UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS BEFORE COMMENCING EXCAVATION WORK. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO ARE NOT PART OF THE "MISS DIG" ALERT SYSTEM. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
4. DEMOLISH & REMOVE ALL EXISTING SITE FEATURES AS REQUIRED.
5. MATCH EXISTING GRADES AROUND PERIMETER WITH SLOPES AS SHOWN.
6. ALL SPOT ELEVATIONS ARE TOP OF PAVEMENT GRADES AT EDGE OF METAL (EOM) UNLESS OTHERWISE NOTED.
7. ALL SOIL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO MASS GRADING.
8. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS AND GEOTECHNICAL REPORT PREPARED BY LAND TECH.
9. ALL EXISTING ELEVATIONS ARE TO BE VERIFIED AND ACCEPTED AS SHOWN PRIOR TO COMMENCEMENT OF WORK.
10. CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRACKING SOIL ONTO ADJACENT ROADWAYS. CONTRACTOR SHALL SWEEP IMMEDIATELY IF OCCURS.
11. ANY DISTURBED AREA WHICH WILL BE LEFT UNWORKED 15 DAYS OR LONGER MUST BE SEEDED TO ESTABLISH VEGETATION FOR TEMPORARY STABILIZATION. BAILING TO BE SEEDED AND MULCH BLANKETS APPLIED IMMEDIATELY TO PROVIDE A STABLE BASE AND AVOID EXCESSIVE EROSION.

SOIL EROSION & SEDIMENT CONTROL NOTES

1. ALL CONSTRUCTION METHODS SHALL BE DONE IN COMPLIANCE WITH MDOT-ESCP. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "SOIL EROSION PERMIT" FROM THE GOVERNING AUTHORITY AND A "PERMIT BY RULE/NOTICE OF COVERAGE" FROM THE GOVERNING AUTHORITY. IF APPLICABLE, PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS OF THE "SOIL EROSION PERMIT" AND FOR ALL CERTIFIED STORM WATER INSPECTION SERVICE REQUIRED BY THE "PERMIT BY RULE." EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS AND SHALL NOT RELIEVE THE CONTRACTORS RESPONSIBILITY FOR PROVIDING ALL REQUIRED EROSION CONTROL MEASURES.
2. AVOID UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER. THESE COVER AREAS ACT AS SEDIMENT FILTERS.
3. ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN UP AND APPROVAL.
4. GEOTEXTILE SILT FENCE SHALL BE INSTALLED AS REQUIRED WHEN CROSSING CREEKS OR WHEN ADJACENT TO WETLANDS OR SURFACE WATER BODIES TO PREVENT SILTATION AND ELSEWHERE AS DIRECTED BY THE ENGINEER. SEEDING AND/OR SODDING SHALL BE INSTALLED ON CREEK BANKS IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION.
5. MAINTENANCE, CLEANING, AND REMOVAL OF THE VARIOUS SEDIMENT CONTROL MEASURES SHALL BE INCLUDED IN THE VARIOUS EROSION CONTROL ITEMS.

(P,T) ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PER MDOT STANDARD DETAILS. "P" DENOTES PERMANENT MEASURE AND "T" DENOTES TEMPORARY MEASURE. SOIL EROSION CONTROL PLANS DENOTE MINIMUM EROSION MEASURES REQUIRED AS DESCRIBED BELOW.

(SP) DENOTES PERMANENT SEEDING. ALL DISTURBED AREAS NOT PAVED OR GRAVELED SHALL BE RESTORED. PLACE TOPSOIL SURFACE, DALY, 3 INCH, MDOT SEEDING, MIXTURE TUF APPLIED AT A RATE OF 230 LB/ACRE, FERTILIZER, CHEMICAL NUTRIENT, CL A APPLIED AT A RATE OF 228 LB/ACRE; MULCH AT A RATE OF 2 TON/ACRE AND MULCH ANCHORING. (APPLIES TO ENTIRE PROJECT)

(ST) DENOTES TEMPORARY SEEDING. TEMPORARY SEEDING SHALL BE PLACED AT LOCATIONS DETERMINED BY THE ENGINEER IN THE FIELD AND SHALL INCLUDE CEREAL RYE SEED APPLIED AT A RATE OF 70 LB/ACRE AND MULCH.

(DT) DENOTES DUST CONTROL. DUST CONTROL MAY BE REQUIRED ON THE SUBGRADE CONSTRUCTION AND WILL INCLUDE APPLYING FRESH WATER TO BE INCLUDED IN THE ITEM OF EMBANKMENT. DUST CONTROL ON THE AGGREGATE BASE COURSE WILL BE ACCOMPLISHED BY APPLYING FRESH WATER (INCLUDED IN THE ITEM OF AGGREGATE BASE, 6 INCH) AND APPLYING DUST PALLIATIVE, APPLIED, $CaCl_2$ (TON) AS DIRECTED BY THE PROJECT ENGINEER.

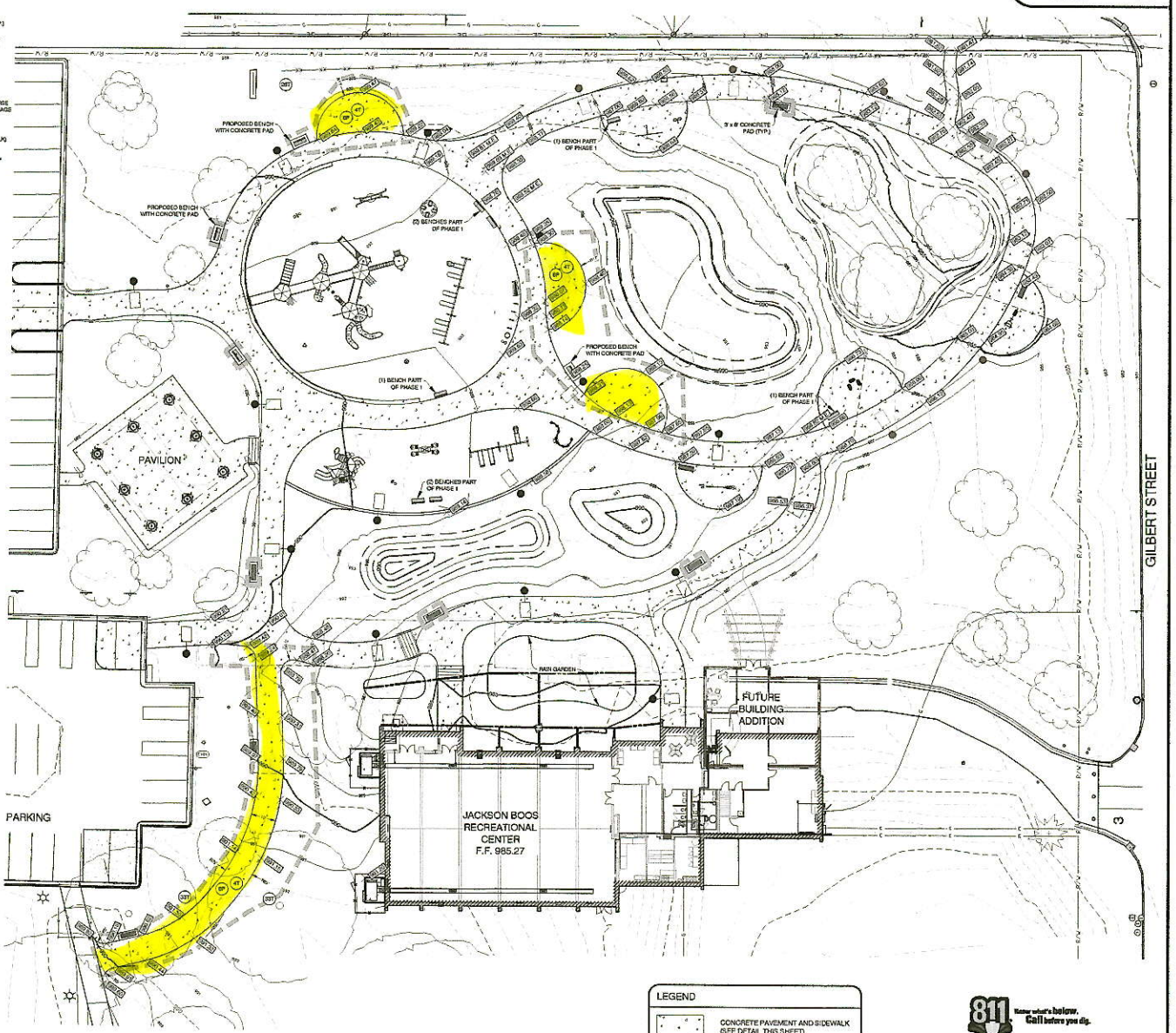
(SP) DENOTES AGGREGATE COVER/PERMANENT PAVEMENT RESTORATION.

(14T) DENOTES GRAVEL ACCESS APPROACH. APPROACH SHALL BE INSTALLED TO PROVIDE STABLE ACCESS TO ROADWAYS AND MINIMIZE DUST AND TRACKING OF MATERIALS ONTO PUBLIC STREETS AND HIGHWAYS. THE APPROACH SHALL BE A MINIMUM OF 12' WIDE, 6" DEEP, AND CONSIST OF 2"-4" AGGREGATE.

(SRT) DENOTES TEMPORARY SILT FENCE. SILT FENCE SHALL BE INSTALLED AT CREEK CROSSINGS, ADJACENT TO ALL WETLANDS AND SURFACE WATERS, AND OTHER LOCATIONS AS DIRECTED BY THE ENGINEER. EACH SILT FENCE SHALL BE INSTALLED GENERALLY ALONG THE SAME CONTOUR ELEVATION.

(SIT) DENOTES SILET PROTECTION FABRIC DROP. SHALL BE INSTALLED AT EXISTING AND PROPOSED STORM SEWER INLETS TO PROVIDE SETTLING AND FILTERING OF SILT LADEN WATER PRIOR TO ENTRY INTO THE DRAINAGE SYSTEM.

(MT) DENOTES MULCH BLANKET OR MATTING. SHALL BE NORTH AMERICAN GREEN DD150, OR APPROVED EQUAL. MULCH BLANKETS SHALL BE PLACED ON ALL 1:3 SLOPES OR GREATER, IN AND AROUND DITCH BOTTOMS WHERE THERE IS NO EROSWALE BY CONTRACTOR RESPONSIBLE FOR RESTORING THAT AREA.



811 Know what's below. Call before you dig.

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA. FIELD WORK PERFORMED BY: LAND TECH

PLANS PREPARED BY:

AR Engineering
Civil Engineers & Surveyors
MICHIGAN | INDIANA | ILLINOIS | OHIO
269.353.5591 PHONE | 269.353.5594 FAX
www.arengineering.biz.com

DRAWN: cvk
CHECKED: ASR

No.	ISSUED FOR:	DATE	BY
1	OWNER REVIEW	1/26/2023	cvk
2			
3			
4			
5			

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF COVALLE ARCHITECTS AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF COVALLE ARCHITECTS

SHEET TITLE: SITE & GRADING PLAN
PROJECT: BOOS CENTER SITE UPGRADES
CLIENT: COVALLE ARCHITECTS

JOB NUMBER 2189003
DATE 01/26/2023
SHEET NUMBER C1.0

CITY OF JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

February 9, 2023

CHANGE ORDER NO. 1
TO CONTRACT FOR
LOOMIS PARK PLAYGROUND PROJECT PHASE 2

The parties hereby agree that the following additional information and changes shall become a part of the contract documents, plans and specifications of the above-named contract.

ORIGINAL AGREEMENT:	$190,605.00
CHANGE ORDER NUMBER 1:	$136,837.00

REASON FOR CHANGE ORDER:
REVISED CIVIL SET 2.7.2023 INCLUDES ADDITIONAL BENCHES, PLAYGROUND EQUIPMENT, SIDEWALKS, AND BENCH SLABS

NEW CONTRACT AMOUNT INCLUDING CHANGE ORDER 1: $327,442.00

PREPARED BY:

_____ _____
Kelli Hoover, Director of Parks, Recreation and Cemeteries — Date

ACCEPTED BY:

_____ _____
Tracy Saylor, Vice President
RW Mercer — Date

DEPARTMENT HEAD:

_____ _____
Kelli Hoover, Director of Parks, Recreation and Cemeteries — Date

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager — Date

CITY OF JACKSON
Founded 1829

City Manager's Office

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

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

Recommendation:

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

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Parks, Cemeteries and Downtown mowing and irrigation contract.

We recommend approval of contract to Picture Perfect Lawn Care LLC. of Concord, Michigan and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: February 21, 2023

RECOMMENDATION: Award the Parks, Recreation, Cemeteries and Downtown Mowing and Irrigation contract to Picture Perfect Lawn Care LLC. of Concord, Michigan in the amount of $261,718.87.

SUMMARY

The City of Jackson Parks, Recreation and Cemeteries Department recommend and City Council approved the lowest bid from Picture Perfect of Concord, Michigan on March 17, 2020. The agenda item allotted for approval of (6) 1 year renewals with an increase of 3% each year.

BUDGETARY CONSIDERATIONS

2020	Picture Perfect Lawn Care, LLC.	$223,046	Original Bid
2021	Picture Perfect Lawn Care, LLC	$229,738.38	(1) Year Renewal
2022	Picture Perfect Lawn Care LLC.	$256,348.31	(2) Year Renewal
2023	Picture Perfect Lawn Care LLC.	$261,718.87	(3) Year Renewal

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Parks, Recreation and Cemeteries Department started contract mowing in 2014 in the Parks and Cemeteries. Since that time we have added more park areas, downtown landscape, parking lots irrigation, edging, irrigation covers, new park, and weed whipping of Mt. Evergreen Cemetery and instituted the use of organic weed control.

DISCUSSION OF THE ISSUE

The mowing and irrigation contract is an important part of assuring quality work in highly used public areas in the most effective and efficient way.

POSITIONS

Requested action is to award the mowing and irrigation contract to Picture Perfect Lawn Care LLC. of Concord, Michigan in the amount of $261,718.87.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 2-19-20

In compliance with your invitation for bids dated 2-12-20

to perform **2020 CITY OWNED LOT MOWING; 2020 H4HH LOT MOWING; 2020 CITY GROUNDS MAINTENANCE; 2020 PARKS, CEMETERY AND DOWNTOWN MOWING AND IRRIGATION**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of Grass Lake
   doing business as Picture Perfect Lawn Care
   at 252 Burtch Rd, Grass Lake, MI 49240
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of _____
   organized and existing under the laws of the State of _____
   with offices at _____
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 90-0857676

(Corporate Seal, if applicable)

Name of Bidder: Picture Perfect Lawn Care

Signed By: Jenn K Eccleston

Its: Owner

BID SHEET

DATE:

PROPOSAL FOR: **2020 CITY OWNED LOT MOWING; 2020 H4HH LOT MOWING; 2020 CITY GROUNDS MAINTENANCE; 2020 PARKS, CEMETERY AND DOWNTOWN MOWING AND IRRIGATION**

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
one (1)	2-19-20

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

DIVISION I: 2020 CITY-OWNED LOT MOWING – 561 LOTS					
ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	TOTAL COST (A x B)
1	1-5,000 Square Fee	LOT	204	30-	6,120-
2	5,001 – 10,000 Square Feet	LOT	308	40-	12,320-
3	10,001 – 20,000 Square Feet	LOT	37	50-	1,850-
4	20,001 – 43,560 Square Feet (up to 1 acre)	LOT	12	80-	960-
5	Over 43,561 Square Feet (per 1 acre)	ACRE	1	100-	100-
6	Noxious Weeds/Extra Work Hourly rate for 2-person crew and equipment	HR/RATE	20	75-	1,500-
TOTAL (LINES 1-6)				$	27,560-

TOTAL BID WRITTEN OUT: Twenty Seven Thousand, Five Hundred + Sixty Dollars

DIVISION II: 2020 H4HH LOT MOWING – 253 LOTS					
ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	TOTAL COST (A x B)
1	1-5,000 Square Fee	LOT	100		No Bid
2	5,001 – 10,000 Square Feet	LOT	143		
3	10,001 – 20,000 Square Feet	LOT	9		
4	20,001 – 43,560 Square Feet (up to 1 acre)	LOT	1		

5	Over 43,561 Square Feet (per 1 acre)	ACRE	1		/
6	Noxious Weeds/Extra Work Hourly rate for 2-person crew and equipment	HR/RATE	10		/
TOTAL (LINES 1-6)				$	No Bid
TOTAL BID WRITTEN OUT:					

DIVISION III: 2020 CITY GROUNDS MAINTENANCE					
ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	TOTAL COST (A x B)
1	1-5,000 Square Fee	LOT	18	30	540 00
2	5,001 – 10,000 Square Feet	LOT	7	40	280 00
3	10,001 – 20,000 Square Feet	LOT	12	50	600 00
4	20,001 – 43,560 Square Feet (up to 1 acre)	LOT	8	80	640 00
5	Over 43,561 Square Feet (per 1 acre)	ACRE	4	100	400 00
6	Noxious Weeds/Extra Work Hourly rate for 2-person crew and equipment	HR/RATE	10	75	750 00
TOTAL (LINES 1-6)				$	3,210 00
TOTAL BID WRITTEN OUT:	Three Thousand Two Hundred & Ten Dollars				

2020 PARKS, CEMETERY AND DOWNTOWN MOWING AND IRRIGATION						
ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
A. PARK MOWING						
1	Beech Tree Park	400 Blackstone	1.1	28	40	1,120
2	Best Field	1304 Lewis St.	3.8	28	148	4,144
3	Betsy Butterfield Park	2101 S. West Avenue	0.4	28	44	1,232
4	Bloomfield Park	1302 W. Michigan	2.2	28	98	2,744
5	Bucky Harris Park	190 W. Michigan Ave	0.1	56	40	2,240
6	Elnora Moorman Plaza	152 E. High St.	0.5	28	80	2,240
7	Emma Nichols Garden	Michigan Ave/Next to Veritas	0.3	28	30	840
8	Exchange Park	300 E. Mansion St.	3.5	28	106	2,968
9	Friendship Park	1039 Chittock St	0.1	28	35	980
10	Ganson St. Park	638 W. Ganson St.	0.2	28	40	1,120
11	Governor Austin Blair Park	600 S. Jackson St.	1	28	49	1,372
12	Grand River Memorial Park	Louis Glick/Mechanic St.	0.1	28	37	1,036
13	Grover Leake Park	152 E. Prospect St	1.5	28	40	1,120
14	Horace Blackman Park	212 W. Michigan Ave	1.2	56	78	4,368
15	Howard Woods Complex	1107 Adrian St. (MLK Center)	6.5	35	151	5,285

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
A. PARK MOWING CONTINUED						
16	Kiwanis Park	1521 Blakely	1.1	28	58	1,624
17	Lions Park	1025 N. Blackstone	4	28	118	3,304
18	Loomis Park	210 Gilbert St	13.4	35	280	9,800
19	New Leaf Park	1930 Fourth Street	0.4	28	35	980
20	Norm Creger Park	300 S. Pleasant St.	0.5	28	35	980
21	Optimist Park	933 N. West Ave	5	28	140	3,920
22	Rev. George Wade Park	1100 Plymouth St	0.4	28	38	1,064
23	Rotary Park	1413 Deyo St.	1.6	28	71	1,988
24	Under the Oaks	418 Second St.	0.1	28	35	980
25	William Nixon Park	400 E. North St.	6.8	28	190	5,320
26	Withington Park	410 W. Michigan Ave.	1	56	93	5,280
TOTAL PARK MOWING ITEM NUMBERS 1-26						68,049 A
B. CEMETERIES MOWING						
27	Mt Evergreen Cemetery	1047 Greenwood Ave.	26.5	35	775	27,125
28	Woodland Cemetery	2615 MLK Jr. BLVD	52.9	35	1,300	45,500
TOTAL CEMETERY MOWING ITEM NUMBERS 27-28						72,625 B

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
C. EXTRA MOWING LOCATIONS (MAY ADD TO OR TAKE AWAY FROM)						
29	Trail System	Weatherwax-Monroe	6miles	28	480	13,440
30	Large Field	Behind Mulch School	3	28	180	5,040
31	3 Vacant Lots near Lions Park	1025 N. Blackstone	3	28	105	2,940
32	Nixon Park Ball Diamonds 3 & 4	400 E. North ST.	3	28	105	2,940
33	Ball Field at MLK Center	1107 Adrian St.	1	28	105	2,940
34	Parking lot 18 (Rose Sculpture)	Corner of Washington & Cooper	.1	28	38	1,064
35	Fire Station	Prospect and Milwaukee	.1	28	30	840
36	Fire Station	Pleasant and Pringle	.1	28	35	980
37	Michigan Ave	Downtown Corridor	.5	28	210	5,880
38	W. Michigan Ave Trail	Louis Glick to Brown St.	1 mile	20	50	1,000
39	Downtown Bump Outs		.1	28	200	5,600
40	Pearl St Parking lot	Off of Pearl St.	.1	28	95	2,660
41	Kibby Round About	Kibby Rd included BLVD	.1	28	55	1,540
42	Parking lot 6	Old Vermulens lot	.1	30	50	1,400
43	Lofts on Louis	Off of Louis Glick	.1	28	48	1,344
44	City Hall Parking Lot	Behind City Hall	.1	28	35	980
TOTAL EXTRA MOWING ITEM NUMBERS 29-44						$ 50,588 C

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
D. PARK FERTILIZATION						
45	Beech Tree Park	400 Blackstone	1.1	1	40	40
46	Best Field	1304 Lewis St.	3.8	2	N/A	—
47	Betsy Butterfield Park	2101 S. West Avenue	0.4	2	50	100
48	Bloomfield Park	1302 W. Michigan	2.2	2	50	100
49	Bucky Harris Park	190 W. Michigan Ave	0.1	2	35	70
50	Elnora Moorman Plaza	152 E. High St.	0.5	2	40	80
51	Emma Nichols Garden	Michigan Ave/Next to Veritos	0.3	3	35	105
52	Friendship Park	1039 Chittock St	0.1	2	N/A	—
53	Ganson St. Park	638 W. Ganson St.	0.2	2	45	90
54	Governor Austin Blair Park	600 S. Jackson St.	1	2	55	110
55	Grover Leake Park	152 E. Prospect St	1.5	2	40	80
56	Grand River Memorial Park	Louis Glick/Mechanic St.	0.1	2	35	70
57	Horace Blackman Park	212 W. Michigan Ave	1.2	3	105	315
58	Howard Woods Complex	1107 Adrian St. (MLK Center)	6.5	3	50	150
59	Kiwanis Park	1521 Blakely	1.1	2	75	150
60	Lions Park	1025 N. Blackstone	4	2	160	320
61	Loomis Park	210 Gilbert St	13.4	2	60	120
62	New Leaf Park	1930 Fourth Street	0.4	2	35	70

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
D. PARK FERTILIZATION CONTINUED						
63	Norm Creger Park	300 S. Pleasant St.	0.5	2	35	70
64	Optimist Park	933 N. West Ave	5	2	150	300
65	Rev. George Wade Park	1100 Plymouth St	0.4	2	40	80
66	Rotary Park	1413 Deyo St.	1.6	2	50	100
67	Under the Oaks	418 Second St.	0.1	2	35	70
68	William Nixon Park	400 E. North St.	6.8	2	250	500
69	Withington Park	410 W. Michigan Ave.	1	2	90	180
TOTAL PARK FERTILIZATION ITEMS 46-69						3,270 D
E. CEMETERIES FERTILIZATION – ALONG COMMON AREAS AND ALONG STREETS ONLY						
70	Mt Evergreen Cemetery	1047 Greenwood Ave.	1.5	2	140	280
71	Woodland Cemetery	2615 MLK Jr. BLVD	3	2	190	380
TOTAL CEMETERY FERTILIZATION ITEMS 70-71						660 E
F. PARK EDGING – to be performed June, August and October – or as requested – SIDEWALKS AND CURBS ONLY						
72	Beech Tree Park	400 Blackstone	1.1	3	35	105
73	Betsy Butterfield Park	2101 S. West Avenue	0.4	3	35	105
74	Bloomfield Park	1302 W. Michigan	2.2	3	35	105
75	Bucky Harris Park	190 W. Michigan Ave	0.1	3	28	84
76	Elnora Moorman Plaza	152 E. High St.	0.5	3	35	105

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
F. PARK EDGING – to be performed June, August and October – or as requested – SIDEWALKS AND CURBS ONLY						
77	Emma Nichols Garden	Michigan Ave/Next to Veritas	0.3	3	23	69
78	Friendship Park	1039 Chittock St	0.1	2	15	30
79	Ganson St. Park	638 W. Ganson St.	0.2	3	35	105
80	Governor Austin Blair Park	600 S. Jackson St.	1	3	53	159
81	Grand River Memorial Park	Louis Glick/Mechanic St.	0.1	3	N/C	—
82	Grover Leake Park	152 E. Prospect St	1.5	3	35	105
83	Horace Blackman Park	212 W. Michigan Ave	1.2	3	63	189
84	Howard Woods Complex	1107 Adrian St. (MLK Center)	6.5	3	63	189
85	Kiwanis Park	1521 Blakely	1.1	3	63	189
86	Lions Park	1025 N. Blackstone	4	3	50	150
87	Loomis Park	210 Gilbert St	13.4	3	75	225
88	New Leaf Park	1930 Fourth Street	0.4	3	23	69
89	Norm Creger Park	300 S. Pleasant St.	0.5	3	35	105
90	Optimist Park	933 N. West Ave	5	2	35	105
91	Rev. George Wade Park	1100 Plymouth St	0.4	3	28	84
92	Rotary Park	1413 Deyo St.	1.6	3	35	105
93	Under the Oaks	418 Second St.	0.1	3	25	75
94	William Nixon Park	400 E. North St.	6.8	3	75	225

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
F. PARK EDGING – to be performed June, August and October – or as requested – SIDEWALKS AND CURBS ONLY						
95	Withington Park	410 W. Michigan Ave.	1	3	63	189
TOTAL PARK EDGING ITEMS 72-95						2,871 F
G. CEMETERIES EDGING - TO BE PERFORMED JUNE, AUGUST AND OCTOBER – SIDEWALKS AND CURBS ONLY						
96	Mt Evergreen Cemetery	1047 Greenwood Ave.	1.5	3	75	225
97	Woodland Cemetery	2615 MLK Jr. BLVD	3	3	35	105
TOTAL CEMETERY EDGING ITEMS 96-97						330 G
IRRIGATION SERVICES - *Irrigation should include price of Startup, Monthly check up, adjustments as needed and Winterization						
H. PARK IRRIGATIONS						
98	Betsy Butterfield Park	2101 S. West Avenue	0.4	3	50	150
99	Bucky Harris Park	190 W. Michigan Ave	0.1	3	50	150
100	Elnora Moorman Plaza	152 E. High St.	0.5	3	50	150
101	Emma Nichols Garden	Michigan Ave/Next to Veritos	0.3	3	50	150
102	Governor Austin Blair Park	600 S. Jackson St.		3	70	210
103	Grover Leake Park	152 E. Prospect St		3	50	150
104	Grand River Memorial Park	Louis Glick/Mechanic St.		3	50	150
105	Horace Blackman Park	212 W. Michigan Ave		3	70	210
106	Kibby Round About	Kibby Road		3	50	150
TOTAL PARK IRRIGATION ITEMS 98-106						1,770 H

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
I. OTHER IRRIGATION						
107	Michigan Ave Corridor	First to Blackstone		3	50	150
108	S .Jackson Street	Downtown Cortland to Mich Ave		3	50	150
109	Michigan Ave Corridor	Blackstone-Mechanic		3	50	150
110	Michigan Ave Corridor	Mechanic-MLK Blvd		3	50	150
111	Grand River Parking Lot	Off of Mechanic & Pearl St		3	50	150
112	Pearl St. Parking Lot	Off of Pearl Strees		3	90	270
113	Lofts on Louis Parking Lot	Off of Louis Glick		3	N/A	—
114	City Hall Parking Lot	Behind City Hall/ Cortland		3	50	150
115	Kitchen Incubator	Cortland Street		3	50	150
TOTAL OTHER IRRIGATION ITEMS 107-115						1,320 I
J. ORGANIC WEED CONTROL						
116	Woodland Cemetery	2615 MLK Jr. Drive		3	2,850	8,550
117	Downtown	DDA District		3	300	900
118	Parking Lots Downtown	DDA District		3	500	1,500
119	Parks	Sidewalks/Parking lots		3	N/C	—
TOTAL ORGANIC WEED CONTROL ITEMS 116-119						10,950 J

K. MISCELLANEOUS			
120	Mulching-Spring		$40 Per Man RATE PER HOUR
121	Leaf pick up-Spring and Fall		$ 40 Per Man RATE PER HOUR
121	Line Trimming – Mt. Evergreen Cemetery 8x per year	$1,365 X 8 =	$10,920

SUMMARY	
A. PARK MOWING	68,049
B. CEMETERIES MOWING	72, 625
C. EXTRA MOWING	50,588
D. PARK FERTILIZATION	3,270
E. CEMETERIES FERTILIZATION	660
F. PARK EDGING	2,871
G. CEMETERIES EDGING	330
H. PARK IRRIGATION	1,770
I. OTHER IRRIGATION	1,320
J. ORGANIC WEED CONTROL	10,950
K. MISC. – LINE TRIMMING – MT. EVERGREEN CEMETERY	10,920
TOTAL A-K	223,353.
K. MISC. – MULCHING – SPRING	$ 40 per Man RATE PER HOUR
K. MISC. – LEAF PICKUP – SPRING AND FALL	$ 40 per Man RATE PER HOUR

Bidders Name:	Picture Perfect Lawn Care, LLC
Address:	252 Burtch Rd
City, State, Zip:	Grass Lake, Mi 49240
Telephone:	517-392-1044
Fax:	N/A
Email Address:	Pictureperfect.lawncare@yahoo.com
Federal ID Number:	90-0857676
Bid Signed By:	Jeni M Eccleton Jeni Eccleton Print or Type
Title:	owner

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Jeni M Eccleton Its owner

CONTRACT COMPLIANCE

DATE: February 19, 2020

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Picture Perfect Lawn Care certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Picture Perfect Lawn Care understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 2-19-20 By: Picture Perfect Lawn Care
(Company)

By: Owner
(Title)

252 Burtch Rd
Address

Grass Lake
City

Mi.
State

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, 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, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Picture Perfect Lawn Care, LLC

ADDRESS: 252 Burtch Rd
Grass Lake, Mi 49240

SIGNED BY: Jenn McEachern

TITLE: Owner

DATE: 2-19-20

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 2-19-20

By: Picture Perfect Lawn Care, LLC
(Name of Bidder)

By: Owner
(Title)

252 Burtch Rd
Address

Grass Lake
City

Mi
State

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

_____, being first duly sworn, deposed and says that:

1. He is Jemi Eccleton of, Picture Perfect Lawn Care, LLC the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 2-21-20 By: Picture Perfect Lawn Care
(Company)

By: Jemi M Eccleton owner
(Title)

Subscribed and sworn to before me, a Notary Public, this 21 day of Feb., 20 20.

Kathryn Walker

Notary Public, Jackson County,
My commission expires: 4-18-2025

KATHRYN WALKER
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Apr. 18, 2025

P 20 of 27

REQUIRED INFORMATION

IF THESE ITEMS ARE LEFT BLANK, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE AND NOT READ

EQUIPMENT LIST

Contractor shall submit to the City a detailed list of all equipment available for use on this contract. Please provide extra sheets if necessary.

The Contractor shall have the following equipment available in sufficient quantity to outfit a minimum of two 2-man crews, to complete the contract in the time limit specified. All equipment licensed for use on public streets shall have the company name clearly displayed at all times.

EQUIPMENT LIST FOR 2020 CITY OWNED LOT MOWING, 2020 H4HH LOT MOWING 2020 CITY GROUNDS MAINTENANCE

A. Pickup truck and trailer as necessary for each crew to carry equipment to and from properties and carry away grass and debris.
B. Low profile tractor with adequate horsepower to operate attached mower in conditions of three (3) foot high grass and weeds. Tractor shall be of size and maneuverability to allow mowing on lots of residential size with significant obstacles.
C. Commercial grade gas powered nylon string trimmer.
D. Push Mower
E. All incidental hand tools to include but not limited to: broom, rakes, saws and loppers capable of cutting 3" diameter brush.
F. Camera capable of taking digital photographs. Each crew shall have a camera. Camera should automatically date the photo.
G. Owner, crew leader or other person designated in charge shall have at all times, a cellular phone available so City Representative may contact him/her at all times while work on this contract is in process.
H. Brush hog rotary or flail mowers mountable on a three-point hitch which is capable of cutting a minimum four (4) foot width or approved equal needs to be available to the contractor in the event it is warranted for a property.

EQUIPMENT LIST FOR 2020 PARKS, CEMETERY AND DOWNTOWN MOWING AND IRRIGATION

A. Zero turn mower, or equivalent, with a 60" deck minimum with turf tires
B. 72" front deck mowers, with turf tires
C. Out-front rotary, or equivalent, with a 60" deck minimum with turf tires
D. Walk-behind, self-propelled rotary mowers without sulkies, with a mowing deck no larger than 60"
E. Trim push mower not to exceed 25" in effective cutting deck
F. Blowers, either back-pack or hand-held units
G. Mechanical trimming machines such as weed whips
H. Vehicle(s) capable of pulling a lawn/landscape trailer carrying equipment
I. All safety equipment (chains, binders, bungy cords) necessary to \transport mowing equipment safely that is hauled on trailers

J. Properly licensed vehicles and equipment with contractor information legible on the vehicle.

5 Pick up Trucks - ranging from 2016 - 2017

5 Trailers - (3) enclosed (2) Flatbed ranging from 18 FT to 34 ft

1 Large Turf Mower (Hustler Super 104) 104" cut

8 Zero turn Mowers ranging from 42" to 72" cut

2 Davis Design Custom build Mowers 78"

6 Back Pack blowers

6 Line Trimmers

4 Mechanical Edgers for walkway edging

4 Fertilizer Spreaders

1 100 gallon liquid Fertilizer Spray System

6 back pack + hand hild tanks for Organic weed control

4 Push Mowers ranging - 20" to 25"

MUST PROVIDE PROOF OF CHAUFFEURS LICENSE (ATTACH COPY) MUST BE MINIMUM OF TWO DRIVERS

↑ not required in our industry ↑

REFERENCES

Please provide three (3) commercial references. Must include name, contact person, telephone number, email address and detailed description of work performed. For 2020 City Owned Lot Mowing, 2020 H4HH Lot Mowing and 2020 City Grounds Maintenance the Contractor shall have a minimum of two (2) years' experience in conducting similar mowing operations. For the 2020 Parks, Cemetery And Downtown Mowing And Irrigation contract the Contractor shall have at least five (5) years of experience providing commercial mowing and irrigation contract services with Parks, Downtown Landscape and Cemeteries and four (4) commercial professional references.

REFERENCE NO. 1	
NAME:	City of Jackson
CONTACT PERSON:	Kelli Hoover
TELEPHONE:	
EMAIL ADDRESS:	Khoover@cityofJackson.org
WORK PERFORMED:	Cemeteries & Park Contract 2014 – 2019

REFERENCE NO. 2	
NAME:	Jackson Readiness Center
CONTACT PERSON:	Paul Drake
TELEPHONE:	517-990-1143
EMAIL ADDRESS:	
WORK PERFORMED:	Mowing National Guard Armory facility, Jackson, Mi

REFERENCE NO. 3	
NAME:	Jax Naz Church
CONTACT PERSON:	Darren Broddock, Christina Bristow
TELEPHONE:	517-782-0784
EMAIL ADDRESS:	christinabristow@jaxnaz.com
WORK PERFORMED:	Mowing Large complex, ball field, Special Projects, + Fertilize

REFERENCE NO. 4	
NAME:	City of Jackson - DPW
CONTACT PERSON:	Todd Knepper
TELEPHONE:	?
EMAIL ADDRESS:	?
WORK PERFORMED:	mowing, line trimming, spring & FALL clean up - WWTP, WTP, lift stations, water towers

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Jemi Eccleton an authorized representative of Picture Perfect Lawn Care am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 2-19-20

Jemi Eccleton
Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name Jemi Ecleton	Company Picture Perfect Lawn Care, LLC
Telephone 517-392-1044	Email Address pictureperfect.lawncare@yahoo.com

Contract or matter pending with the City:

I, Jemi, Ecleton being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: N/A

Property interest: N/A

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City

N/A

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: N/A

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: N/A

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: N/A

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

N/A

Additional information regarding any of the above:

N/A

☒ None of the above apply.

Dated: _____

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 21 day of Feb, 2020.
By Kathryn Walker.

Kathryn Walker

KATHRYN WALKER
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Apr. 18, 2025

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

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

---

Recommendation:

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

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council identify CDBG and HOME projects for Fiscal Year 2023 – 2024 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, Community Development Director

DATE: February 21, 2023

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

---

SUMMARY

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

BUDGETARY CONSIDERATIONS

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, 2023. To estimate the level of revenue the City may receive, staff has devised the following:

	CDBG	HOME
Grants funds received for FY 2022-2023	$1,293,933	$356,430
Less 3% in anticipation of a reduction of funds	-38,800	-10,700
Estimated Program Income	75,200	20,200
Estimated 2023-2024 Revenue:	**$1,330,333**	**$365,930**

DISCUSSION OF THE ISSUE

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 **$175,000**

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 Parks, Recreation, Cemeteries, and Trails Department:

Loomis Park/Boos Center Rehabilitation **$380,333**

The rehabilitation of the Boos Center and upgrades to Loomis Park began in 2020 with the restoration of the basketball courts and roof system on the Boos Center, in preparation for additional upgrade needs. Upgrading the HVAC system came next, and additional demolition and interior construction work is planned for the year ahead.

HOME

Administration **$ 36,500**

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 **$ 329,430**

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.

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.

POSITIONS

Requested action is for City Council to confirm staff's recommendation for Fiscal Year 2023 – 2024 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.

Attachment: 2023 – 2024 CDBG and HOME Preliminary Allocation Spreadsheets

2023-2024 Community Development Block Grant

Allocation Process

Program		Recommendations	Prelim Allocations (Feb 21, 2023)	Final Staff Recommendation	Final Allocations (April 25, 2023)
Public Service					
	$	-			
Public Service Subtotal:	**$**	**-**	**$** -		**$** -
Public Service Cap: $199,549					
Administration and Planning					
General Administration	$	150,000.00			
Admin/Planning Subtotal:	**$**	**150,000.00**	**$** -	**$** -	**$** -
Admin/Planning Cap: $266,066					
Other Projects					
Community Development Dept.					
Rehabilitation	$	250,000.00			
Rehabilitation Administration	$	150,000.00			
Demolition	$	200,000.00			
City Attorney's Office					
Code Enforcement (AHB)	$	25,000.00			
DPW					
Streetscape	$	175,000.00			
Parks & Rec					
Boos Center Rehab	$	380,333.00			
Other Projects Subtotal:	**$**	**1,180,333.00**	**$** -	**$** -	**$** -
Total:	**$**	**1,330,333.00**	**$** -	**$** -	**$** -
Available Funding:	**$**	**1,330,333.00**		**$** -	**$** -
		(Estimate)	(Estimate)	(Actual)	(Actual)

Estimated Funding: $1,255,130, CDBG + $75,200 program income = $1,330,333

2023-2024 HOME Investment Partnerships Program

Allocation Process

Projects		Recommendations	Prelim Allocations (Feb 21, 2023)	Final Staff Recommendation	Final Allocations (April 25, 2023)
Community Development Dept.					
Administration[1]	$	36,500			
Community Housing Development Organization (CHDO)					
CHDO Reserve[2]	$	329,430			
CHDO Operating Expenses[3]					
Total:	**$**	**365,930**	**$ -**	**$ -**	**$ -**
Available Funding:	**$**	**365,930**		**$ -**	
		(Estimate)	(Estimate)	(Actual)	(Actual)

Estimated Funding: $345,730 HOME + $20,200 program income = $365,930

Actual Funding: $ HOME + $20,200 program income = $

Restrictions

[1]Administration - no more than 10% of allocation ($36,593)

[2]CHDO Reserve - no less than 15% of allocation ($54,890)

[3] CHDO Operating Expenses - no more than 5% of allocation ($18,296)

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21st, 2023

SUBJECT: Approve the sale of City owned property located at 1013 Second Ct, for $ 10,000.

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

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Attachments: Purchase agreement, cost calculation and Real Estate Net sheet.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director Community Development

DATE: February 21th, 2023

RECOMMENDATION: Approve the sale of City owned property located at 1013 Second Ct for $10,000.

SUMMARY

The City of Jackson owns real property located at 1013 Second Ct. Property was placed on the MLS by Real Estate Agent Rich Cook. On 1-28-23 an offer of $10,000 was submitted to purchase the property from Tyler Schulz. According to the offer to purchase, closing date is set to take place on or February 23th, 2023.

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, **tax chargeback**, personnel, maintenance, **open receivables** and real estate cost/fees $6,586.23. Sale price $10,000. Net remaining to be transferred into the City's General Tax Account is $3,413.57. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 1013 Second Ct was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Community Development Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On January 28th, 2023 Rich Cook of ERA Realty assisted the buyers Tyler Schulz with submitting an offer to purchase 1013 Second Ct from the City of Jackson for the amount of $10,000. Should Council agree to accept the bid amount, the closing is set on or before February 24th, 2023. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable. Owner is required to complete a list of repairs prepared by Chief Building Official Brian Taylor that were deemed essential.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet, scope of work

ERA REAL ESTATE REARDON REALTY

Property Address: **1013 2nd Street** Date: **02/05/2023**

Seller Name(s): **City of Jackson**

	Debit	Credit
Sale Price		10000
Brokerage Fee	2000	
Transfer Tax	86	
Tax Proration (Approximate)	0	
Title Insurance	425	
Home Warranty		
Well & Septic		
Transaction Fee	0	
Pest Inspection		
Wire Fees		
Doc. Preparation (Deed)	50	
Seller's Concession		
American title	250	
Subtotal	2811	10000
Net Credit/Debit	7189	
Less Mortgage Balance		
Total Net To Sellers	7189	

***These figures are estimates only, and subject to change.**

Seller _____ Seller _____

1013 Second

PIN# 3-200900000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)



Ready to List / Closing Date	2.5.23

Sales Price	$	**10,000.00**
Est. Project Cost *	$	6,586.43
Net Sale	**$**	**3,413.58**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up			$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2112	Pd 12.17.21	$ 200.00	$ 200.00	$ -
						$ -
Subtotal	**Contract Amount(s)**			**$ 200.00**	**$ 200.00**	**$ -**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct		N/A				
				$ -	$ -	$ -
Water >						
	Meter Replace	N/A		$ -	$ -	$ -
	Billing #1	N/A		$ -	$ -	$ -
Procurement Card		Hammon Hardward	Entry Lock (pd 6.8.21)	$ 15.00	$ 15.00	$ -
Contingency				$ 500.00	$ -	$ 500.00
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.		Hrly Rate	# of Hrs.			
	Brian Taylor	$ 67.52	3.00	$ 202.56	$ 202.56	$ -
	Sven Harrison	$ 50.40	2.00	$ 100.80	$ 100.80	$ -
	Mark Fish	$ 63.77	N/A	$ -	$ -	$ -
	Kim Randell	$ 50.05	N/A	$ -	$ -	$ -
	Sindy Foster	$ 41.65	0.50	$ 20.83	$ 20.83	$ -
	Shannon Williams	$ 47.96	1.00	$ 47.96	$ 47.96	$ -
	Shane LaPorte	$ 75.19	1.00	$ 75.19	$ 75.19	$ -
County Tax Foreclosure / Chargeback Cost (Ward 6 - YR2019)			Estimated	$ 1,473.00	$ 1,473.00	$ -
Taxes		Summer 2019	N/A	$ -	$ -	$ -
Special Assessment		Winter 2019	N/A	$ -	$ -	$ -
Open Receivables		Multiple	Verified in Building.net 2.6.23	$ 1,140.09	$ -	$ 1,140.09
Open Utility		$0.00 balance	Verified in Building.net 2.6.23	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables		$0.00 balance	Verified in Building.net 2.6.23	$ -	$ -	$ -
Net Real Estate Fees			est.	$ 2,811.00	$ -	$ 2,811.00
Subtotal	**Additional Cost**			**$ 6,386.43**	**$ 1,935.34**	**$ 4,451.09**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 6,586.43**	$ 2,135.34	$

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SALES CONTRACT

Listing Office: ERA Reardon Realty
Office License #:
Phone:
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 5174747424
Email: cook087@msn.com
☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: ERA
Office License #:
Phone:
Selling Agent: Richard Cook
Selling Agent License #:
Phone:
Email:
☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Trans. Coord.

1. **THIS** offer made 01/28/2023 between (Buyer) Tyler schulz specify marital/legal status: Address: and Seller Jonathan greene
2. **FOR** the purchase of the property commonly known as 1013 2nd Street City Jackson, Zip 49203 or described as located in the of , County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. ALL buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
3. **PURCHASE PRICE**: Dollars $ 10000
4. **PERSONAL PROPERTY**: The sale price includes items of personal property as follows:
5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
   ☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent / Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

   ☐ **NEW MORTGAGE**: The full price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a type mortgage for no less than years, with a minimum down payment of % of the purchase price at no more than % interest per annum. Buyer will supply to Seller a pre-approval letter within days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within days of the date of this acceptance.

   ☐ **LAND CONTRACT**: $ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $ or more. Interest at % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms:
6. **SELLER CONCESSIONS**: ☑ NO Seller Concessions ☐ Seller Concessions: Seller to pay $ or % of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.
7. **HOME SALE CONTINGENCY:** This contract is contingent upon ☑NONE ☐SALE AND CLOSE OF ☐CLOSE OF: ADDRESS:

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RE: Property Address: 1013 2nd Street, Jackson, MI 49203

8. **EARNEST MONEY**: Buyer herewith deposits $ 1000 in the form of check as earnest money to be held by atc as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If sale is not closed, the REALTOR® may notify Buyer and Seller in writing, or REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.
9. **FORM** of Conveyance:
   a. Seller shall pay for, convey, and transfer, by ☐ ~~Warranty Deed~~ or ☐ Land Contract, a marketable record title to the property and improvements as evidence by Owner's Title Insurance Policy with standard exceptions date in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
   b. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."
10. **CLOSE OF SALE:** Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before 02/24/2023.
11. **PRORATIONS**: Rent and association fees, if any, are to be prorated as of the date of closing.
    ☐ Seller will escrow the sum of $ for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.
12. **POSSESSION**: Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing ☐ At _____ ☐a.m. ☐p.m. on the _____ day after completion of closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $ _____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
    Exceptions: _____

13. **TAXES**: are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bills for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. If the current PRE is 0% and buyer's taxes will be adjusted based on 100% PRE in the same CALENDAR year as close, then taxes will be prorated based on 100%. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Allocation to be determined prior to close. **Buyer should not assume that**

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RE: Property Address: 1013 2nd Street, Jackson, MI 49203

Taxes continued: **buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.**

14. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**
15. **ACKNOWLEDGEMENT OF DISCLOSURES:**

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the Lead-based Paint Seller Disclosure Form completed by the Seller on _____, the terms of which shall be part of this contract:

☐ Buyer shall have 10 days after the date of this contract to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this contract shall terminate and any deposit shall be refunded to Buyer.

☑ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure Statement dated 01/28/2023 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq.,* Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

16. **HOME WARRANTY**

☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

17. **PROPERTY INSPECTIONS**: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract. The inspection(s) do not create a list of repairs for the Seller to correct. The negotiated price fairly reflects the present "AS-IS" condition of the property.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical, and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10-day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the sales contract that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept, negotiate, or refuse to accept the proposed revisions in writing. Seller's failure to respond within the 5-day period constitutes a rejection of the proposed revision. If Seller agrees to the revision, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed revisions, Buyer may either withdraw its objections and proceed to closing or terminate the contract and have the earnest money deposit returned to Buyer. Buyer's failure to respond in writing to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this contract.

☑ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

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RE: Property Address: 1013 2nd Street, Jackson, MI 49203

18. **WELL AND SEPTIC INSPECTIONS** – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:
☑ **Connected to community water** ☑ **Connected to community sewer**
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.
☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector
☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector
☐ **Buyer waives water/well/septic inspection.**
If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.
19. **WOOD DESTROYING INSECT INSPECTION**: ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection** – shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.
20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT**:
☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with no boundary lines established.
☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense, a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)
☐ **Boundary (Stake) Survey** - ☐Buyer ☐Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.
☑ Buyer waives stake survey, mortgage report, and property improvement report.
21. **CONDITION OF PROPERTY**: BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS-IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION**: Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.
22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.
23. **ARBITRATION**: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgement of any circuit court shall be rendered on the award of determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This contract is enforceable only as to parties and

dotloop signature verification: dtlp.us/3Q4n-wPFB-hQeU

SALES CONTRACT

RE: Property Address: 1013 2nd Street, Jackson, MI 49203

arbitration continued: brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer _____ _____ Seller _____ _____

24. **TRANSACTION FEE**: Buyer agrees to pay ERA Reardon Realty at Closing of Sale a transaction fee of $350.00.
25. **OTHER PROVISIONS:** sold via quit claim deed.

26. **MISCELLANEOUS**: The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported to statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address as been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. Buyer gives the Seller until 6pm ☐ a.m. ☑ p.m. on 02/09/2023 for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

Tyler schulz dotloop verified 02/01/23 1:28 PM MST QZGU-CH33-DWHJ-OFLV			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
Print Buyer's Legal Name		Print Buyer's Legal Name	

29. Seller's Response:
☐ ACCEPT ☐ REJECT ☐ EXCEPT AS FOLLOWS: _____

And Seller gives the Buyer until _____ ☐ a.m. ☐ p.m. on _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

Jonathan greene dotloop verified 02/06/23 2:37 PM EST NVSZ-SH3X-DBTA-PZSY		
SELLER SIGNATURE	SELLER SIGNATURE	SELLER MARITAL STATUS

30. Buyer's Receipt and Acceptance of Changes: Date: _____ _____ ☐ a.m. ☐ p.m.
Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

Tyler schulz dotloop verified 02/01/23 1:28 PM MST P8TX-CCX9-TVFW-6GJH			
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

SUBJECT: **Recommendation of approval for Professional Services Contract with Tetra Tech to perform the Engineering, for the Water Treatment Plants RFP of a Water Treatment Plant Study for $113,000.**

Recommendation:

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

Attached is a report from Michael Osborn, Director of Public Works regarding the award referenced above.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: February 21, 2023

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

SUMMARY

The City of Jackson Water Treatment Plant (WTP) is approaching its 50 year life expectancy and is not up to date with the current rules and regulations. This study will highlight the upfront costs and long term costs associated both with maintaining the current plant verse building a new and modern plant. Ten State Standards have been in place for a number of years and until the crisis in Flint they have not been enforced to the extent we are experiencing currently. Along with that Tetra Tech will look at our lime sludge removal process as those cost heighten for us every year. This plant is currently a lime, soda ash softening facility which produces on average in excess of 20,000 cubic yards of waste per year. Removal and disposal of this has become increasingly expensive. In the last few years this has become a focal point of future regulations, this focal point will only increase costs. This study will focus on those standards and beyond, to put us on the leading edge of water conditioning technology, this will insure safe, clean, and cost effective drinking water well into the future. At the request of the City Manager, proposals for the professional services for this project were received from Fishbeck and Tetra Tech.

The proposal costs are as follows:

Tetra Tech	$113,000
Fishbeck	$138,895

Included in the proposal is the Professional Services Contract with Tetra Tech to perform the Engineering, for the Water Treatment Plant RFP (Request for proposal) of a Water Treatment Plant Study for $113,000

BUDGETARY CONSIDERATIONS

The professional service contract for engineering, for $113,000 is to be funded by the City 402-591-000-985.005 budget.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson stated construction in 1973 on the Water Treatment Plant (WTP) and was completed in 1975 to start serving the community of Jackson. As a complete treatment facility Jackson offered superior drinking water to Jackson and surrounding communities. In our last Sanitary Survey with EGLE (2021) there were many deficiency's pointed out to our staff that come from Ten State Standards. Including a deteriorating backwash tank were filter backwash water goes until being pumped to our waste lagoons. Not having proper mixing energy's for the coagulant that we feed to help condition our water. Lack of

redundancy in our process chemical feed systems. This coupled with the looming PFAS/PFOA regulations/testing requirements necessitates vison and preparation for the future. Our current plant lacks the ability to meet many of these emerging standards or remove many of these chemicals. Our last major update was the Capital Improvements project in 1999-2000. Maintenance and operation cost are continuing to climb. Operations of a 50 year old design necessitates greater expenditures in manpower and capital. This includes the rising costs and regulations associated with lime purchase and removal, which costs on average 1 million dollars a year.

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POSITIONS

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

TETRA TECH

December 1, 2022

City of Jackson Purchasing Department
161 West Michigan Avenue
10th Floor
Jackson, MI 49201

Re: Request for Qualifications and Proposal (RFQP)
2022 Water Treatment Plant Study
RFQP Cost Proposal

Dear Selection Committee:

The attached Cost Proposal has been completed by Tetra Tech per the requirements of your Request for Qualifications and Proposal.

Sincerely,

Vic Cooperwasser

Vic Cooperwasser, PE
Senior Project Manager

Tetra Tech
710 Avis Drive, Suite 100, Ann Arbor, MI 48108
Tel 734.665.6000 ww

Cost Proposal

2022 WTP Study

Client: City of Jackson, MI

Contract Type: Fixed Price

	Rate per Hour	189.30	85.24	84.74	87.97	182.52	162.96	256.99	178.01	179.60	198.06	205.83						
	Category	Project Manager	Project Engineer	Project Admin	Graphic Artist	Hydraulic Engineer	Structural Engineer	Process Engineer	Process Engineer	Source Water	Electrical Engineer	SCADA						
Tasks	Hours	130	65	16	22	6	13	40	256	7	11	2	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Cost
Tasks	**567**	**130**	**65**	**16**	**22**	**6**	**13**	**40**	**256**	**7**	**11**	**2**	**112,253**	**-**	**947**	**-**	**-**	**113,200**
Task A Visioning Workshop	47	16	-	1	-	-	2	8	20	-	-	-	10,570	-	406	-	-	10,975
Task B Draft Study	481	98	63	14	20	6	11	30	220	7	11	2	93,721	-	270	-	-	93,991
Task C Final Study	39	16	2	1	2	-	-	2	16	-	-	-	7,963	-	270	-	-	8,233
Totals	**567**	**130**	**65**	**16**	**22**	**6**	**13**	**40**	**256**	**7**	**11**	**2**	**112,253**	**-**	**947**	**-**	**-**	**113,200**



COST PROPOSAL FOR:
CITY OF JACKSON

2022 WATER TREATMENT PLANT STUDY
DECEMBER 1, 2022

fishbeck
Engineers | Architects | Scientists | Constructors

LEVEL OF EFFORT AND TASK BREAKDOWN

RFQP TITLE: 2022 WATER TREATMENT PLANT STUDY

TASK	MANPOWER COSTS	OTHER DIRECT COSTS	TRANSPORTATION COSTS	TOTAL
TASK I – COST ANALYSIS OF NEW WATER PLANT VS. MODERNIZING CURRENT PLANT	$45,964		$430	$46,394
TASK II – CONSIDER ALTERNATIVES TO LIME AND SODA ASH SOFTENING	$71,392	$2,000*	$430	$73,822
TASK III – MEET EXISTING EMERGING REGULATIONS WELL INTO THE FUTURE	$18,250		$430	$18,680
TOTAL				**$138,895**

*Direct cost represents fees associated with laboratory analysis of select raw water samples.

SUMMARY OF STAFF HOUR DISTRIBUTION

ROLE IN STUDY	TASK I	TASK II	TASK III	TOTAL
PROJECT MANAGER	69	79	30	178
PRINCIPAL-IN-CHARGE	2	2	2	6
MEMBRANE TECHNICAL EXPERT	8	93	17	118
SENIOR PROCESS ENGINEER	51	62	23	136
PROCESS ENGINEER	85	95	37	217
ELECTRICAL ENGINEER	13	12	0	25
ARCHITECT	14	10	0	24
MECHANICAL ENGINEER	11	10	0	21
CONSTRUCTION ESTIMATOR	20	28	0	48
GRAPHICS TECHNICIAN	29	45	0	74
ADMINISTRATIVE ASSISTANT	20	20	12	52
TOTAL	322	456	121	899

Fishbeck's standard hourly billing rates (by category) are included on the next page. Those rates reflect our firm's overhead rate percentage of 187%.

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546
616.575.3824 | fishbeck.com

Rate Schedule

June 11, 2022

Principal		$257
Architect | Construction Engineer/Manager/Administrator | Engineer | Estimator | Geologist | Hydrogeologist | Industrial Hygienist | Interior Designer | Project Manager | Scientist | Surveyor		
	Senior Level	$152-$249
	Mid Level	$132-$152
	Staff Level	$92-$132
Architectural Specialist | Engineering Specialist | Environmental Specialist | Health & Safety Specialist | Operations Specialist | Technical Specialist | Project Superintendent | Survey Specialist		
	Senior Level	$152-$225
	Mid Level	$109-$152
	Staff Level	$88-$109
Technician		
	Senior Level	$118-$140
	Mid Level	$103-$118
	Staff Level	$80-$103
Production Support		$92
Photocopies	$0.10/Copy	
Mileage/Passenger Vehicles	$0.70/Mile	
Field and Service Vehicles	$0.95/Mile	
Equipment Schedule	Separate Schedule	
Expenses and Outside Services	Cost Plus 10%	

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.

6/2022

CITY OF JACKSON MICHIGAN



WATER TREATMENT PLANT STUDY

TETRA TECH

December 2022



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TETRA TECH

December 1, 2022

City of Jackson Purchasing Department
161 West Michigan Avenue
10th Floor
Jackson, MI 49201

Re: Request for Qualifications and Proposal (RFQP)
2022 Water Treatment Plant Study

Dear Selection Committee:

JACKSON'S WATER FUTURE

The 2022 Water Treatment Plant (WTP) Study will be a road map for the City of Jackson's water future. This study will focus on comparing the present worth of building a new water treatment plant versus bringing up the existing plant (designed in 1974) to Ten State Standards, comparing water softening technologies and complying with current and potential Michigan Department of Environment, Great Lakes, and Energy (EGLE) regulations. A primary goal of the study will be whether or not to build a new WTP to meet the water needs of the users in the current service area as well as those located within a wider service area.

As described below, Tetra Tech offers you value that is unmatched by our competitors.

TRUSTED INFRASTRUCTURE ADVISOR

For over a century Tetra Tech and its predecessor firms have been Jackson's trusted infrastructure advisor. Over the last decade we have completed almost 30 infrastructure projects for the City. Beginning in 2018 with the WTP dehumidification study, members of our dedicated team have worked closely with Mike Osborn, Nick Mangas, and Dan Stewart on a dozen vital projects involving planning, design, and construction administration for the WTP. This has been a good start on addressing needed improvements to the City of Jackson's 50-year old WTP.

FIRM EXPERIENCE

Tetra Tech has exceptional experience in the planning, design, and construction administration of dozens of WTPs including Jackson's (going back to the 1974 design of the current WTP). Project descriptions for several relevant projects are included in this proposal.

CITY OF JACKSON MICHIGAN

The City of Jackson is anticipating the needs of its local and regional water customers by strengthening its water source, treatment, and distribution system.

Tetra Tech has provided engineering support on the following recent projects:

- Wellhead protection area delineation program
- Ferric chloride injection point analysis
- Backwash contingency plan
- Backup chlorination system
- Sodium hydroxide system replacement
- Ground water storage tank valve replacement
- High service pump building wall evaluation
- SCADA hardware and control room updates
- SCADA software upgrade
- Motor control center upgrade
- Dehumidification system
- Filter pipe gallery

FAMILIAR STAFF

The true expertise of a firm rests in the experience of its staff. Tetra Tech's trusted Jackson Water System team will deliver a premier product based on the foundation of our past successful Jackson water system projects. Our project team has the availability, familiarity, and expertise to meet your needs and commits to successful completion of all tasks within the RFQP. This team will be maintained throughout the project. No surprises!

The following table lists our team's roles for this study as well as their Jackson water system experience. In addition to their familiarity with your WTP, your dedicated Tetra Tech team will study all feasible technologies and address potential water treatment problems.

TETRA TECH TEAM JACKSON WATER SYSTEM EXPERIENCE

NAME	ROLE	JACKSON WATER SYSTEM PROJECTS
Vic Cooperwasser, PE	Project Manager/ Cost Analysis	• Design of the 1974 WTP • Over a dozen recent Jackson water system projects • Rate studies and outside-City user rate negotiations and planning
Ben Whitehead, PE James Christopher, PE	Process Analysis/ Planning	• Filter pipe gallery • Sodium hydroxide system • Ground storage tank valves • Ferric chloride injection point • Backup chlorination system
Lesa Richardson, CHMM	Source Water/PFAS Investigation	• Wellhead Protection Area (WHPA) • Delineation and Protection Program (WHPP)
Gene Jones, PE Mick Jones, PE	Electrical/SCADA	• SCADA hardware and control room updates • SCADA software upgrade • Motor control center upgrade • Emergency SCADA services
Alan Flak, PE	Structural	• Dehumidification system • High service pump building wall evaluation

PROJECT UNDERSTANDING

This project must answer the following questions:

- Is it cost effective to build a new WTP compared to modernizing the existing WTP?
- Are there feasible alternatives to the current water softening process; are they cost effective?
- What are the current and potential regulatory requirements which must be met?
- What are reasonable projections for the future water service area; how will these projections impact the required WTP capacity and City of Jackson's water rates?

METHOD OF APPROACH

Tetra Tech's approach for your 2022 WTP Study will deliver a document that addresses your concerns and adds value because it will be written based on EGLE's Drinking Water State Revolving Fund (SRF) Project Plan format. This will expedite the City's ability to seek state grant or low interest loan funding for capital improvements.

The heart of this project will be a process alternative study that will recommend an alternative which will provide reliable, high-quality, and affordable water. We will study the following three alternatives:

- **1A. Modernize Current WTP Using Current Treatment Process**
- **1B. Modernize Current WTP and Upgrade the Treatment Process**
- **2. Construct New WTP**

Tetra Tech will lead a visioning workshop using PowerPoint presentations, decision matrices, and other visual aids to confirm the scope of the study.

Our approach will include these steps:

Task A: Visioning Workshop

Task B: Draft Study

- Cost Analysis of New WTP vs. Modernizing Current WTP
- Consider Alternatives to Lime and Soda Ash Softening
- Meet Existing and Emerging Regulations Well Into the Future

Task C: Final Study

BENEFITS TO SELECTING THE TETRA TECH TEAM

- TIMELY DELIVERY: By using the Tetra Tech Team's unbeatable knowledge and understanding of your water treatment plant's facilities and processes. You will not need to spend valuable time training a new consultant's staff. This will lead to an improved project schedule with more accurate results.
- COMPREHENSIVE AND COST EFFECTIVE CAPITAL IMPROVEMENT PLAN (CIP): Tetra Tech's experts will deliver a CIP based on a Decision Matrix Summary that will facilitate the selection of the best value alternative. The study will account for future rule promulgation and identify existing assets that can be used as part of upgrading the current plant or constructing new facilities. The study will apply a Decision Matrix to identify the optimal mix of capital improvements.
- LESS BURDEN ON CITY STAFF: Because of our team's extensive knowledge of your plant and because we have all disciplines (process, mechanical, hydrogeological, environmental, structural, architectural, electrical, SCADA, and financial) under one roof, subconsultants will not be needed. Your staff will not need to spend any time training the consultant's staff on your WTP.
- STABILITY FROM STUDY TO IMPLEMENTATION: Tetra Tech has served the City for over a century and the water plant for the last 50 years. This study will be the founding document for WTP improvements that could take as long as a decade to fully implement. Tetra Tech will be dedicated to supporting you through the entire implementation period.

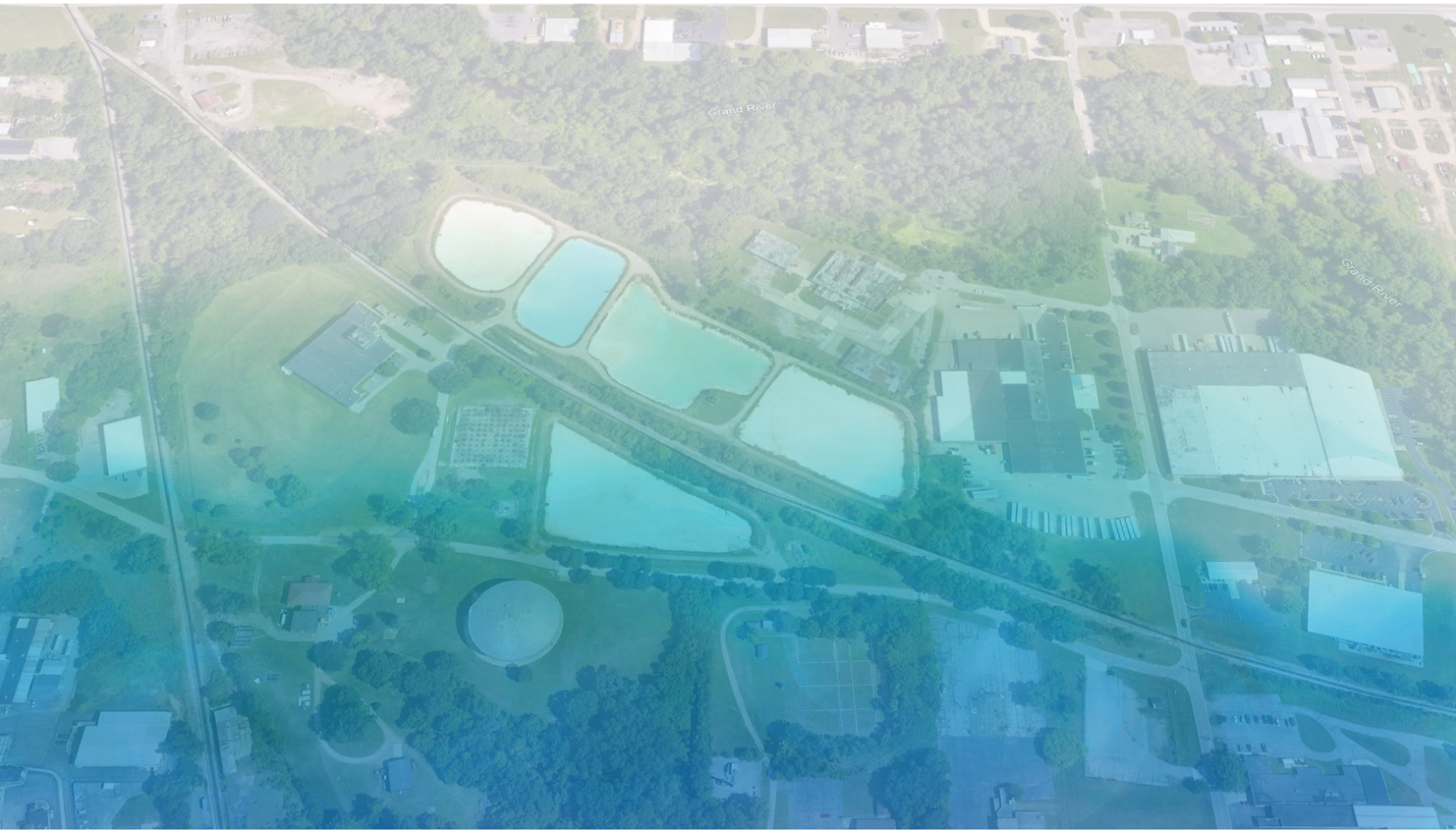
There may be some difficult decisions to make as you chart the City's water future. Fortunately, it will be an easy decision for the City to select the optimal consultant: Tetra Tech.

Sincerely,



Vic Cooperwasser, PE
Senior Project Manager
Direct: 734.213.4063 | Mobile: 734.320.1878| Fax: 734.213.3003
victor.cooperwasser@tetratech.com

CITY OF JACKSON MICHIGAN



A. Proposal Submission Form

TETRA TECH

PROPOSAL SUBMISSION

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the cost as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Jackson. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Jackson that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

DATE: 10/25/2022

FIRM NAME: (if any) Tetra Tech

ADDRESS: 710 Avis Dr Ste. 100, Ann Arbor, MI 48108
(Street Address) (City) (State) (Zip)

PHONE NO. (734) 213-4063 FAX NO.: (____)_____

EMAIL: vic.cooperwasser@tetratech.com

Vic Cooperwasser
SIGNATURE

PRINTED NAME: Vic Cooperwasser

TITLE: Senior Project Manager

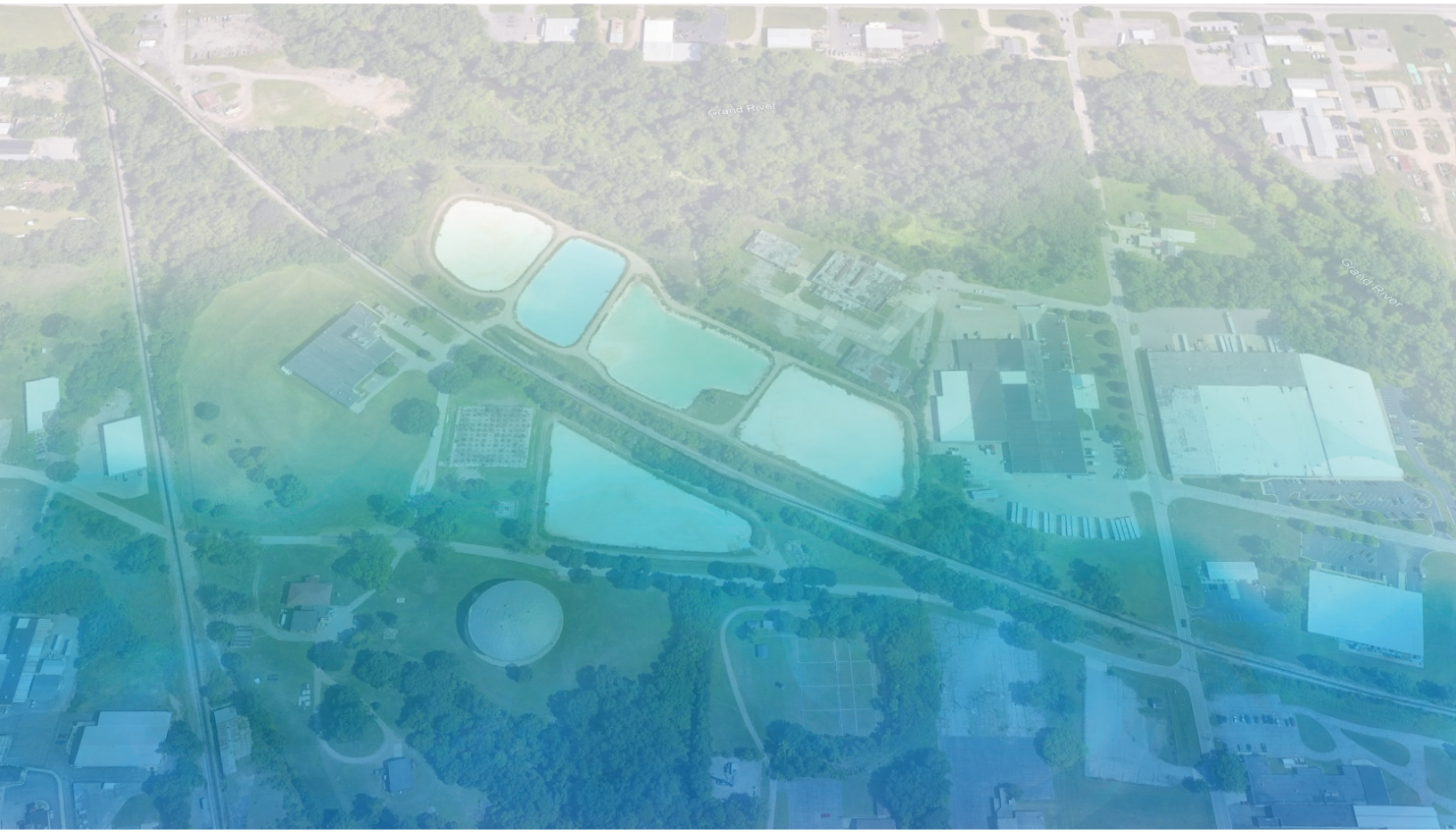
Subscribed and sworn to before me this 26th day of October, 2022, a notary public in and for said county.

Michael C Nolte, Notary Public

Wayne County, Michigan acting in the county of Washtenaw

My Commission Expires: 5-16-2029

CITY OF JACKSON MICHIGAN



B. Business Organization

TETRA TECH

B. Business Organization

TETRA TECH FIRM PROFILE

Tetra Tech, a publicly traded Corporation (NASDAQ: TTEK), is licensed to operate in the State of Michigan and incorporated in Delaware. We contract projects in the State of Michigan through Tetra Tech of Michigan, PC, a professional corporation headquartered in Detroit.

Tetra Tech has built a reputation in the industry as a leader in developing effective solutions to constantly changing, tough engineering challenges. Our reputation is backed by reliable systems, safe working conditions, and client satisfaction. Tetra Tech brings this leadership and integrity to this City of Jackson project.

NATIONAL RECOGNITION

Tetra Tech consistently ranks among the top engineering firms according to *Engineering News-Record* (ENR). In 2022, Tetra Tech was ranked #1 in Water (19 years in a row).

OFFICE LOCATIONS

Tetra Tech's center of excellence for water treatment is headquartered in our Ann Arbor office with assistance from staff in branch offices to deliver successful, world-class projects. Our close proximity, accessibility, and fast response time will improve the communication process throughout the project's duration, lowering the total project cost.

Primary Office Location

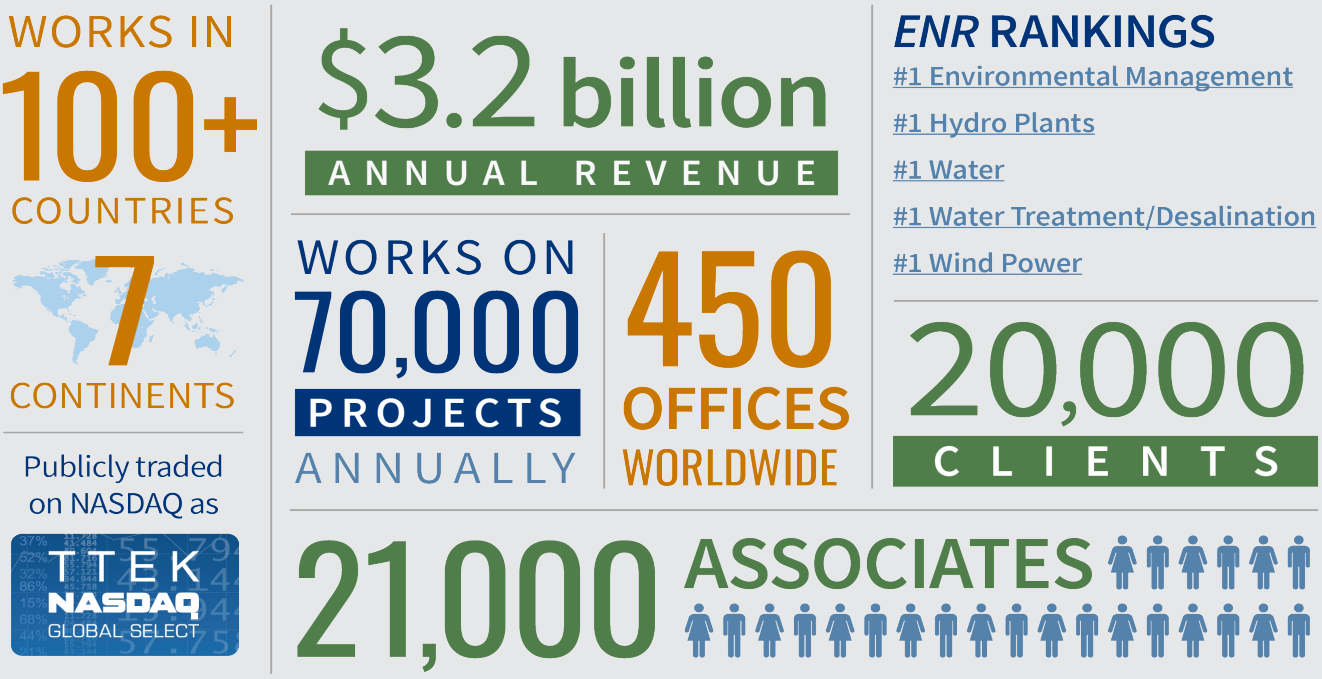
710 Avis Dr., Suite 100 | Ann Arbor, MI 48108
734.665.6000

Branch Addresses

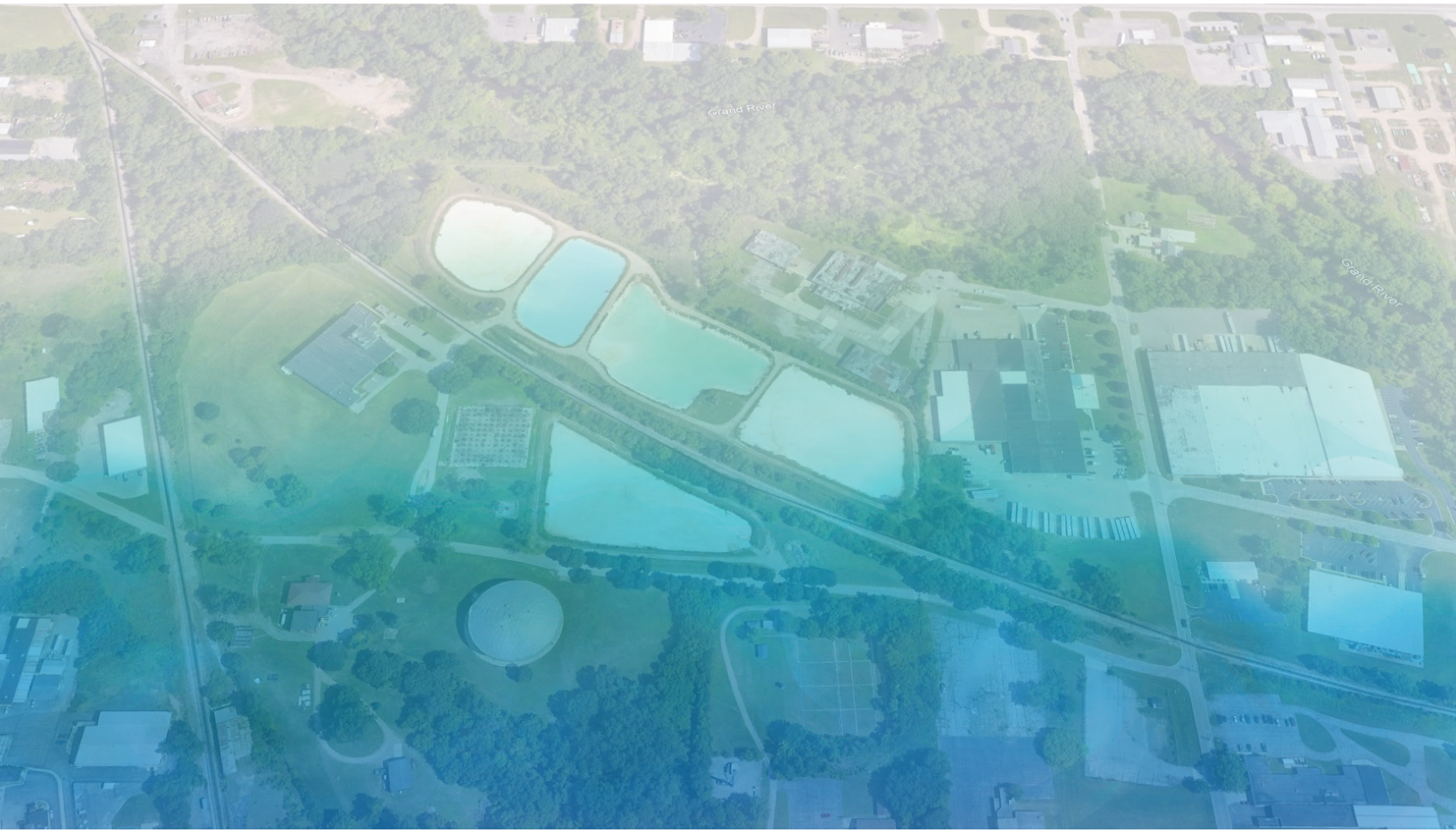
3497 Coolidge Rd. | East Lansing, MI 48823
517.316.3940

7927 Nemco Way, Ste. 100 | Brighton, MI 48116
810.220.2112

201 E. Pine St., Ste. 1000 | Orlando, FL 32801
407.839.3955



CITY OF JACKSON MICHIGAN



C. Statement of Problem

TETRA TECH

C. Statement of Problem

PROJECT GOALS



The City of Jackson's WTP was designed in 1974, and went into operation in 1977, almost 50 years ago. As described in the April 1975 article "Michigan City Picks Lime-Caustic Soda" (included in Section H – Additional Information) the 24 MGD WTP was the largest in the state of Michigan designed for split treatment with lime-caustic soda as the softening chemicals.

The WTP has served the City well for almost half a century but the time has come to decide whether upgrading the WTP is financially viable compared to building a new WTP. The 2022 WTP Study will be a key tool to help the City plan and budget for the future.

The City is seeking a consultant to prepare a study to help decide whether to continue updating its WTP or build a new one. Two overarching goals must be addressed by the study:

1. Identify actionable recommendations for the City to provide safe drinking water for the coming decades by continuing to improve the existing plant with periodic capital improvements or build a completely new plant. The decision will be data driven.

2. Ensure that whether the plant is upgraded or replaced by a new plant, it will be available and ready to serve as the regional water provider to other areas of Jackson County. For example, the City of Leslie and the Village of Grass Lake are two potential water customers.



DATA DRIVEN STUDY

The study must incorporate a variety of data including:

- Current plant demand versus original 24 MGD capacity
- Plant condition
- Comparison of WTP's lime softening process to other approaches
- Existing and emerging regulations: Can the alternative treatment process manage PFAS and other potential contaminants?

KEY OBJECTIVES

Each recommendation in the study must have a clear intent and justification. The study will address the following key objectives:

- Understand the implications of potential future drinking water rule promulgation on the City
- Establish a long-term vision and level of service (LOS) goals
- Document the current condition and expected useful lives of the plant's assets; consider the capital investments the City has recently made, the upcoming investments about to be designed or constructed, and the additional improvements that will be required to comply with current design standards
- Identify operational improvements that will optimize and extend the life of existing assets to reduce the need for capital expenditures
- Develop a reliable and cost-effective approach to provide redundancy during emergencies and power outages
- Identify the potential for relocating existing assets (such as the laboratory) to optimize use of available space
- Compare alternatives on a life cycle cost basis that adds the initial capital cost to the present value of the annual operating and replacement cost less the present worth of the salvage value of "sunk" and proposed capital costs. Conceptual estimates of energy expense will be included within in the annual operating cost.
- Develop an optimized CIP that addresses the long-term infrastructure needs over the next 20 years; capital projects must be prioritized and tied to specific "triggers" so that the City knows when and why each improvement should be implemented
- Develop a 20-year funding plan for the selected alternative that will project water rates based on projected increases in recurring costs (such as operation and maintenance) and capital improvements and determine the funding mechanism for each capital improvement (such as bonds, capital outlays or contributions from reserve funds); create a "what-if" spreadsheet that can be used to determine a funding plan that will be sensitive to the financial impact on rate payers
- Comply with new and emerging EGLE regulatory requirements

Recent & Proposed Improvements

The City has completed various capital improvements to sustain the WTP. Recently, EGLE requested that the City investigate various plant modifications that are becoming financially significant such that the City needs to know whether it makes sense to implement these improvements compared to constructing a new WTP. In addition to EGLE's requests, the City has its own list of investigations. A partial list includes a ferric chloride injection point analysis, a backwash contingency plan, backup chlorination plan, sodium hydroxide

INFRASTRUCTURE INVESTMENT AND JOBS ACT

This act provides $11.7 billion for Michigan's drinking water infrastructure over the next 5 years and is distributed by EGLE's Drinking Water SRF program. Michigan can distribute as much as $3.5 billion as grants and principal forgiveness loans (i.e., "free money").

Tetra Tech's Added Value Approach – Tetra Tech will write the 2022 Jackson WTP Study using the section format of a Project Plan to expedite the City's funding application. The study will be written such that it can be supplemented with additional information to efficiently develop a Project Plan. Tetra Tech is not proposing to write a Project Plan as part of this project.

system replacement, ground storage tank valve replacement, high service pump building wall evaluation, SCADA hardware and control room updates, SCADA software upgrade, motor control center upgrade, new dehumidification system, and filter pipe gallery improvements. The City has also required emergency SCADA services from time to time. The 1977 WTP is not only showing its age, it also has components that do not meet current Ten-State Standards. The WTP will need to comply with new and emerging EGLE regulatory requirements.

The WTP was not designed for the current Ten-State Standards, and EGLE appears to want to have the WTP modified to meet Ten-State Standards. The following are two examples of EGLE's regulatory negotiations with the City.

1 FERRIC INJECTION POINT

EGLE requested the City to investigate relocating the ferric chloride injection point. The ferric is currently injected after the primary clarifier. It is injected into the pipe between the primary and secondary clarifier. EGLE feels that the high pH at that location renders the ferric to be less effective compared to injecting it in the raw water. The City forwarded Tetra Tech's ferric chloride injection point analysis to EGLE. EGLE wants the City to implement the results of that analysis and have requested an implementation date. City staff are concerned that implementation might increase sludge deposition which could adversely impact plant operations. Tetra Tech emphasized the need to look at a combination of the actual flow rate and chemical dosage to assess the degree of sludge deposition. Tetra Tech agrees that EGLE's position is correct, in theory, that it is preferable to add the ferric to the raw water. However, the real question is how much of a positive impact will this have because the dose is very low; this becomes more of an academic, rather than a real-world practical exercise. Plant staff are concerned that they would use more lime if the ferric were fed to the raw water and negate the need for having a secondary clarifier.

There are currently problems with the modulating valves, and the City was planning to spend approximately $750,000 to replace these four valves, meters, and actuators on the four raw water influent lines to the two primary and two secondary clarifiers. Feeding ferric to these raw water lines would possibly impair their operation right from the start.

2 BACKWASH CONTINGENCY PLAN

EGLE issued a Significant Deficiency Violation Notice (SDVN) to the City of Jackson on March 30, 2022 based on EGLE's findings from the 2022 Water System Sanitary Survey. One required action involved developing backwash contingency plan in case of the failure of the three-million-gallon backwash water storage tank. The City plans to rehabilitate or replace this water storage tank, but EGLE requested interim near-term solution to improve reliability of storage and conveyance of filter backwash water. Filter backwash water is conveyed to the storage tank by gravity and is then pumped from the storage tank to the lagoons at a rate of approximately 500 gpm. The filters are backwashed one at a time at a rate of approximately 4,500 gpm. The total volume of a single filter backwash is approximately 200,000 gallons. A total storage volume of 400,000 gallons is recommended to allow for two consecutive filter backwashes. The existing lagoons have sufficient volume to receive two backwashes.

Tetra Tech staff observed the existing conditions to support development of a contingency plan to maintain availability of backwash water storage and conveyance in the event of a failure of the existing storage tank or planned outage for restoration or replacement. Tetra Tech prepared a draft technical memorandum including a potential interim solution by constructing a temporary backwash water receiving well and pumping system immediately upstream of the existing storage tank to intercept backwash flow. The backwash well would be sized to contain one 200,000-gallon backwash. For example, a 200,000 gallon well with a 15-ft operating range would be 42-ft x 42-ft. The well could be constructed of cast-in-place concrete, sheet-piling with concrete floor, or open excavation with an engineered lining system. The configuration and type of construction would be determined after EGLE's acceptance of the interim solution concept. Two 30-inch valves, a tee, and piping would be needed to isolate the existing tank and route flow to the new well. Alternately, a segment of 30-inch piping could be removed and the new well placed in line with the pipe. In the alternate arrangement, a single gate could be used to isolate the existing tank.

A portable, diesel-fueled, self-priming engine pump capable of pumping a minimum flow of 5,000 gpm would transfer flow from the interim wet well to the

lagoon. The stand-by pump could be purchased by the City and stored at the WTP or rented from a local contractor. Suction and discharge piping with standard 12-inch 150-lb flanges near the pump location would efficiently connect a portable stand-by pump. Interim piping could be routed above grade to the lagoon. An 18-inch diameter discharge header from the pump to the lagoon would maintain fluid velocity below 7 fps and limit head-loss through the pipe. Alternately, two 12-inch diameter pipes could be provided to split the total flow. A dual discharge may be advantageous, as each discharge could be routed to a different lagoon, depending on how the City plans to manage operation of the lagoons. A means of dissipating energy at the pipe discharge to prevent erosion of the lagoon. Energy dissipation could be accomplished with a concrete spillway, baffle walls, and rip rap.

Emergency Backup Chlorination System

City staff have developed their own set of improvements, apart from those being requested by EGLE. One example is the Emergency Backup Chlorination System.

EGLE does not require a backup system for their chlorine gas chlorination feed system. The system can feed at five locations. They usually feed 2.6 parts per million of chlorine at the wet well. This results in a 1.8 to 2.1 residual at their tap (resulting in a chlorine demand of between 0.5 to 0.8 ppm). The City would like to have a robust backup system in order to avoid the possibility of issuing a boil water alert if the chlorine gas system fails or if there is an interruption in their chlorine gas supply. They do have an HTH "hockey puck" backup system but it has not been completely effective (they have been lucky to achieve a ½ part per million chlorine residual with the WTP operating at 4 MGD). The City wants to improve this by installing two peristaltic pumps to convey sodium hypochlorite from 55-gallon storage drums to two feed locations: the wet well or the filters.

On a preliminary basis, Tetra Tech believes that if the discharge location is not under pressure, the City could install the pumps without needing carrier water. Install a backpressure valve on the line as an anti-siphon device to meet Ten States Standards. In that case, a relatively low-head pump would be sufficient.

Tetra Tech prepared a draft technical memo recommending the following pump specifications: Blue-White, model M4, maximum flow 53.9 gph, maximum pressure 100 psi, manufacturer stated turndown 10,000:1.

One concern is that if this approach is presented to EGLE for permitting, EGLE may require 30 days of sodium hypochlorite storage at the WTP's 24 MGD capacity (even though EGLE does not require a backup system). Tetra Tech's draft memo estimates that the minimum daily solution requirement (at 4 MGD) would be approximately 86.6 gallons and the maximum would be 620.5 gallons (at 24 MGD). Because the pump manufacturer claims a 10,000 to 1 turn down ratio, it should be able to meet a theoretical maximum instantaneous feed rate based on 24 MGD. Tetra Tech would recommend that the City emphasize the emergency backup nature of this system which would only need to operate for a few days, thereby negating the need for 30 days of chemical storage.

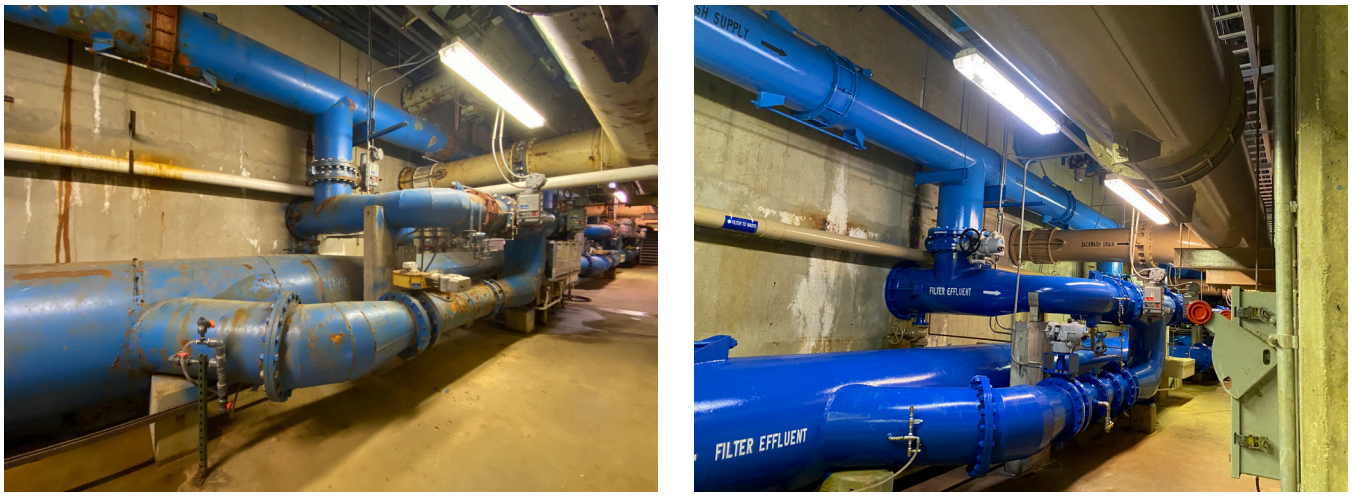
The City has invested in significant capital improvements and evaluations to sustain the WTP in recent years. Tetra Tech has supported many of these projects.

The table on the following pages summarizes the many recent Tetra Tech WTP projects. Some of these projects have been initiated to meet current design standards, and some have been initiated by the City to improve the plant, regardless of regulatory requirements.

Proposed projects under active consideration include:

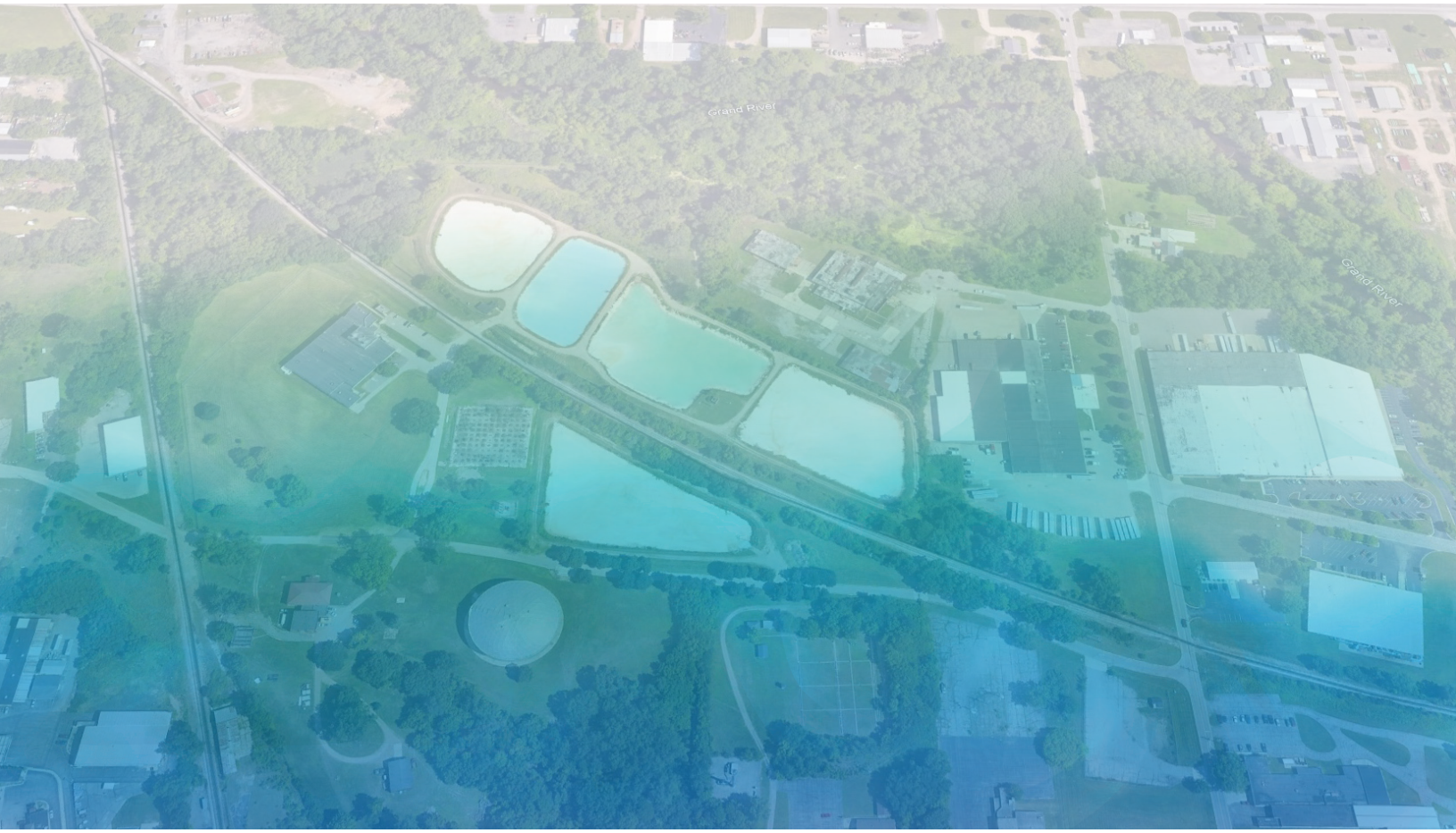
- Ferric Chloride Injection Point Relocation
- Backwash Contingency Plan
- Backup Chlorination System
- 48-inch Pipe Valve Replacement
- Additional Finished Water Storage Tank
- Lab Relocation
- New Maintenance/Garage Facility
- Raw Water Lines - Valve, Meter and Actuator Replacement

RECENT TETRA TECH JACKSON WTP IMPROVEMENT PROJECTS			
PROJECT	DATES	SCOPE	FEE
Dehumidification System	2018-2019	Study	$29,500
Emergency Electrical As-Needed Services	2019-2021	As-Needed	$5,000
Filter Gallery Piping	2019-2020	Study	$28,000
Dehumidification System	2019-2020	Design & Construction Admin.	$63,900
SCADA	2020-2021	Software Upgrade	$25,000
Electrical	2020-2022	Motor Control Center Upgrades	$27,000
Filter Gallery Piping	2020-2021	Design & Construction Admin.	$176,125
Primary Clarifier Roof Drain	2021-2021	Design	$2,700
High Service Pump Station Wall Evaluation	2021-2022	Study	$19,925
48-inch Pipe Valve Replacement	2021-2022	Study	$18,000
Sodium Hydroxide System	2021-Ongoing	Design & Construction Administration	$29,400
Ground Storage Tank Valve Replacement	2021-Ongoing	Design	$17,000
Emergency Electrical As-Needed Services	2022-Ongoing	As-Needed	$5,000
Wellhead Protection Plan	2022-Ongoing	Plan & Ongoing Support	$14,600
EGLE Sanitary Survey Support	2022-Ongoing	As-Needed	$10,000
		TOTAL	$471,150



Before & After Filter Pipe Gallery Photos

CITY OF JACKSON MICHIGAN



D. Work Plan

TETRA TECH

D. Work Plan

INTRODUCTION

The City of Jackson needs a study that will establish a road map for a resilient water treatment plant. The study must address the timing and need for improvements, reliably produce high-quality drinking water for the City and the entire current and potential water service area. It must also include a funding plan that seeks to keep water rates affordable.

Our Work Plan will give you a defensible, full business case evaluation for recommended capital improvements and is comprised of the following tasks:

A. **Visioning Workshop**

B. **Draft 2022 WTP Study** (this will address the Scope of Services Tasks 1, 2, and 3 as given on page 8 of the City's RFQP)

C. **Draft 2022 WTP Study Review Meeting & Final Study**

TASK A: VISIONING WORKSHOP

We will perform the following for Task A:

- Schedule a Visioning Workshop with City staff to review project information, goals, expectations, and inspect areas of the WTP that are of concern to the City and to the Michigan EGLE.
- Request and review past technical and planning documents not already in Tetra Tech's possession.
- Request and review the past 5 years of monthly operating reports (MOR), the past 3 years of electric and natural gas bills, and available past inspection reports including EGLE Sanitary Survey reports and correspondence between EGLE and City staff regarding any EGLE concerns or suggested WTP improvements.
- During the Visioning Workshop, review primary issues with the WTP, recent improvements, planned improvements and needs yet to be addressed including anticipated EGLE asset management and contaminant management, such as PFAS. Discussion will include work completed and proposed not only by Tetra Tech but by other consultants.
- Review an updated version of the PowerPoint describing Tetra Tech's PFAS experience (included in Section H– Additional Information of this proposal).
- Include, at a minimum, the following City staff: Mike Osborn, Nick Mangas and Dan Stewart, and the following Tetra Tech attendees: Vic Cooperwasser, Ben Whitehead, James Christopher, Gene Jones and Lesa Richardson (some attendees will participate via video conference).

Deliverable

Summarize issues and recommendations from past reports noting which projects were completed and which items remain unresolved. Develop new issues and recommendations identified by Tetra Tech and/or City staff that were not included in previous studies. Identify the most pressing needs based on the historical data and newly discussed items. Prepare a draft technical memorandum summarizing this information and submit to the City for review. Revise the technical memorandum based on the City's comments.



The Visioning Workshop will define the stakeholders' needs and vision and serve as the basis of the alternatives analysis.

TASK B: DRAFT 2022 WTP STUDY

Scope of Services Tasks

Task A will incorporate Tasks 1, 2 and 3 from page 8 of the City's RFQP:

Task 1 - Cost Analysis of New Water Plant vs. Modernizing Current Plant

Task 2 - Consider Alternatives to Lime and Soda Ash Softening

Task 3 - Meet Existing and Emerging Regulations Well into the Future

Potential Study Outline

Prepare a draft of the study which will address the following items in accordance with EGLE Drinking Water Project Plan requirements. This is an added-value approach to expedite application for potential grant and/or low interest loan funding. Key report considerations are **bolded** and reviewed below.

PROJECT BACKGROUND

- Delineation of the Study Area
- Land Use
- Population Projections
- **Water Demand**
- **Existing Facilities**

SUMMARY OF PROJECT NEED

- System Needs
- **Compliance with Drinking Water Standards**
- Orders of Enforcement Actions
- Drinking Water Quality Problems
- Project Needs for the Next 20 Years (Growth and Emerging Concerns)

ANALYSIS OF ALTERNATIVES

- No Action
- **Optimum Performance of Existing Facilities**
- **Construction Alternatives**
  - **Modernize Current WTP**
    - **Using Current Treatment Process**
    - **Upgrade the Treatment Process**
  - **Construct New WTP**
- **Corrosion Control Impacts**
- **Residuals (Sludge Disposal)**

PRINCIPAL ALTERNATIVES

- **Life Cycle Cost (Present Worth Analysis)**
  - **Modernize Current WTP**
    - **Using Current Treatment Process**
    - **Upgrade the Treatment Process**
  - **Construct New WTP**
- **Decision Matrix**

SELECTED ALTERNATIVE

SCHEDULE FOR DESIGN AND CONSTRUCTION

COST OPINION FOR SELECTED ALTERNATIVE

USER COST FOR SELECTED ALTERNATIVE



Key Considerations

The following items will be key considerations applicable to all alternatives:

WATER DEMAND

- Summarize water usage by inside-City and outside-City users.
- Calculate future water use demand projections for inside-City and outside-City users based on average day, maximum day and maximum (peak) hour demands.
- Review the potential for expanding the City's water service area and the impact these new customers would have on the timing of future water treatment plant capital improvements. Growth potential will be projected in five-year increments so that any water treatment plant modular unit processes (such as membrane skids, for example) can be aligned with growth.
- If desired by the City, Tetra Tech can assist with the start of discussions with potential new wholesale water customers to gauge their interest in connecting to the Jackson water system. Such discussions are not included in the scope of this study.
- Summarize the capacity of the current source of supply, WTP, and finished water storage, including back-up power system capacity.
- Evaluate the current capacity versus current and future demands.

EXISTING FACILITIES

- Summarize MOR data.
- Evaluate the WTP's performance.
- Evaluate major unit processes.
- Describe low cost capital improvements that could improve the WTP's performance and/or meet current design standards; prepare cost opinions.
- Review the 2019 WTP asset management program and identify assets which may need of a high-level condition assessment update.
- Group assets into categories: Process, mechanical, large pumps, instrumentation and controls, electrical, HVAC, site/civil, security, structural/architectural and residuals management.
- Send appropriate architectural, structural, electrical, SCADA, and mechanical staff to the WTP to perform condition assessments (if required) at additional cost.
- Conduct high-level review of the WTP's hydraulics and identify bottlenecks.
- Conduct a high-level energy assessment to identify "low-hanging fruit" conservation opportunities. Gather facility and process design information, utility information, operating parameters, and use durations. Where design and/or actual facility, equipment, or process information is not available, theoretical methods and calculations will be applied using industry standards. The electrical portion will be limited to the reliability of the existing system, the ability to maintain the existing assets in the face of technical obsolescence, and the capacity to add electrical equipment that would be required should the plant be upgraded.
- Gene Jones will review his December 2021 list of potential electrical improvements. We will note the electrical items included in the City's recent Drinking Water SRF Project Plan that will be designed soon including installing: a magnetic flow meter on the return flow line, soft starters on the 16 supply well pump motors, and mechanical mixer systems on the City's East and West elevated storage tanks.

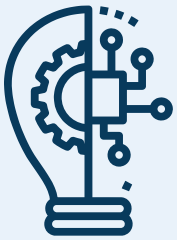
COMPLIANCE WITH DRINKING WATER STANDARDS

Ten State Standards

We will review and prioritize the most relevant portions of the Ten State Standards. Two key requirements are whether:

1. The treatment basins meet the loading rate requirements, which for softening plants is 1.75 gallons per minute per square foot
2. The filters meet the loading rate requirements

Lesser items include color coding of pipes, ventilation, and redundancy. In regards to membrane treatment processes, we believe that the membrane skids themselves can be sized for current plant capacity, without installing standby skids. However, the feed pumps would not only need to be adequate to meet the current water demand. The cost for extra standby feed pumps would need to be included.



Potential Electrical Improvements

In December 2021 Tetra Tech Electrical Engineer Gene Jones, PE, toured the WTP with Superintendent Nick Mangas. Mr. Jones, who has almost 35 years of experience working on electrical and SCADA projects at the WTP, prepared the following summary of potential electrical improvements. We will review this list with City staff and develop opinions of probable cost for the CIP:

- **Low Service Pump Drives 2 And 4 Installed In 1997 and 2003:** Tetra Tech designed and programming these drives. Gene Jones recommended replacing them with Rockwell powerflex 753 drives. Tetra Tech also recommended they include bypass filters, filtering and input surge protection.
- **Allis-Chalmers Switchgear in High Service Pump Station:** This 4800V switchgear is at least 50 years old and should be replaced along with the 4800V transfer switches located on the pump room floor.
- **Enterprise Generator and Switchgear in High Service Pump Station:** This 4800V switchgear is original and is over 70 years old, and it should be replaced. The generator should either be replaced or upgraded with new controls.
- **Arc Flash Analysis:** Perform arc flash analysis should be performed for the entire WTP. This should also include labeling of the plant electrical equipment as well as staff training on arc flash.
- **Lighting, Outlets, Wiring, and Conduit Fill Status in High Service Pump Station:** The lighting wiring, panelboards, outlets, conduit and wiring is over 70 years old and should be replaced. New LED fixtures should be installed for ease of service.
- **WTP and Site Lighting: I**nstall new LED lighting throughout the WTP and new site lighting to improve security.
- **New Smoke Detectors:** Install these at the high service station and major electrical and process areas at the WTP. Connect the detectors to the SCADA system for alarming and monitoring by plant operators.
- **Plant and Remote Site Security:** Replace the cameras at the WTP with the latest IP cameras and install new (additional) cameras at the WTP to cover the entire facility. Cameras should be considered for safety and process monitoring in some of the WTP indoor areas such as the chlorine room, low service pump room, filter room, gallery and transfer room. This will increase security and staff safety and allow for operators to check on the status of major electrical equipment. Provide cameras at the remote sites (water tanks, booster stations and Sharp Park well field). Install a dedicated, separate, high speed radio network for the video/security system. Multimode fiber optic cabling could be used for Sharp Park for wells 1, 2 and 3.
- **Card Access:** Install a card access system at the WTP and remote sites.
- **Well Field Pumps Conduit and Wire:** Test the wire and replace if defective or near failure.
- **High Service Drives:** Replace one of the two WEG 480V high service drives in the high service pump station with either a Rockwell or Square D drive. Retain one of the WEG drives as a spare and keep the other one operational for as long as possible.
- **WTP Panelboards and Lighting Transformers:** Evaluate the condition and amount of spare spaces that exist for the older panelboards and lighting transformer. Replace conduit and wire plus transformers and panelboards.
- **Sharp Park Well Field Starters:** Evaluate and replace if necessary.
- **Kibby Road and Blackman Township Booster Station Flowmeters:** Replace with new insertion style meters.

Emerging Regulations & Concerns

Michner Plating

In 2015, the US EPA determined that the old Michner Plating site, located near the WTP at 1705 Angling Road, was unsafe. Site assessments indicated that chemicals ranging from cyanide to zinc were present. EGLE is continuing to test the groundwater near the site to see if the plume is moving toward the WTP site or toward the river. At this time it is believed the river, north of the WTP, serves as the predominant natural pull for the groundwater.

PFAS

As future regulations (such as PFAS) are promulgated, the City may have to change operations and/or treatment processes to address new requirements. For example there are two generally accepted mechanisms to treat for PFAS: granular activated carbon (GAC) adsorption and ion exchange. GAC is generally accepted for PFAS that have longer chemical chains, whereas ion exchange has been shown to work for all chemicals in the PFAS family. However, the ion exchange processes have significantly higher capital and operating costs and require a greater level of staffing to operate the facilities (when they are needed).

There have been no PFAS measured in any of the City's production wells. However, it is possible there is PFAS in the waste sludge because there is PFAS in the ground water. EGLE has not yet asked the City to test the sludge.

When it comes to treatment alternatives for removing PFAS, the national testing that has been done to date shows that nanofiltration will remove most PFAS compounds. Reverse osmosis membranes, which are tighter than nanofiltration membranes, will remove all of the PFAS compounds except maybe the smallest carbon chain compounds. Therefore, nanofiltration or reverse osmosis would give the City a leg up on PFAS removal. However, to make a new membrane process cost effective, and to produce finished water similar in quality to the current finished water, a certain amount of raw water would be blended around the membrane process. It would not be desirable to introduce finished water into the water distribution system that is similar in quality to distilled water. The water would need to be re-mineralized. Some raw water would bypass the membrane filtration process in order to replenish some of the calcium and put back some of the alkalinity. That raw water stream might need its own treatment system. At that point, we would recommend performing a desktop corrosion control study to determine what the distribution system is seeing now. The treatment process would be adjusted to replicate what is happening in the distribution system today by making the new finished water similar to the current finished water.

Sludge Lagoon Decant

A potential future regulation has to do with the current practice of decanting the sludge lagoons back to the raw water influent at the head end of the WTP. It is possible that this procedure will not be allowed in the future. Alternatively EGLE could allow the practice to continue if an ultraviolet (UV) system is installed.

Another option would be to install an enclosed thickener which would receive the sludge and the backwash water metered back to it. All the supernatant water would be returned from the thickener. The solids content of the water sent to the lagoons would be higher and probably extend the life of the lagoons. Ben Whitehead designed a system which ran the backwash water through a re-purposed clarifier at the Muskegon WTP. The lime sludge loading rate is approximately 60 pounds per day per square foot. Usually the thickener is sized large enough so that the hydraulic loading rate would accommodate returned backwash water.

Another concept that would augment the capacity of the lagoons would be to build engineered concrete lagoons with a gravel drainage system with underdrains.

> *Tetra Tech has done a great job of providing high-quality PFAS Treatment designs in a short period of time and has proven to be flexible and responsive in dealing with requested changes throughout the process. It has and continues to be a successful partnership.*
>
> **– Chris Olsen Director of Engineering for Orange County Water District**

Optimum Performance of Existing Facilities

Continuing to use lime softening will be a viable alternative that will be included in the study. The cost of disposing of the lime sludge, primarily being calcium carbonate, continues to increase and we will study this carefully. Also the number of contractors willing to deal with it is going down.

Nationally, according to a 2018 USEPA report, it costs water utilities approximately $80 million annually in landfill cost dispose of approximately 4 million tons of lime sludge per year. Many lime softening plants have moved away from lime softening because they used sludge haulers who dispose of the sludge via land application. Over time, that land has been sold to developers and the number of potential haulers has dropped significantly to the point where it has become difficult to get competitive bids. There are coal fired power plants that take the residuals from different lime softening plants and use it in their scrubbers. However, due to the anticipated phasing out of these coal fired power plants, this disposal option will be limited in the future.

To add value, we will summarize previous discussions of the feasibility of developing a regional calcining plant to service the needs of a consortium of lime water softening plants in central Michigan. Tetra Tech's lead process engineer, James Christopher, PE, will describe the sizing factors that must be considered based on his experience with recalcining plants in Dayton and Miami.

The City of Jackson creates and disposes approximately 20,000 cubic yards of lime sludge waste annually. It is cost effective for the Dayton facility to operate at a loading of 125 tons per day. In discussing a potential central Michigan regional facility, we will determine an approximate cost effective loading which will determine how many facilities, in addition to Jackson, would need to participate in order to cost-effectively implement the construction of a lime calcining facility.

Construction Alternatives (Alternatives Development)

We will review the following alternatives (as discussed below):

- **ALTERNATIVE 1A: Modernize Current WTP Using Current Treatment Process**
- **ALTERNATIVE 1B: Modernize Current WTP and Upgrade the Treatment Process**
- **ALTERNATIVE 2: Construct New WTP**

ALTERNATIVE 1A: MODERNIZE CURRENT WTP USING CURRENT TREATMENT PROCESS

The Jackson WTP uses two-stage Walker Process clarifiers for water softening. The logic behind the softening design is discussed in the 1975 article "Michigan City Picks Lime-Caustic Soda", co-authored by Vic Cooperwasser and included in the Additional Information section of this proposal. This article describes the process and the split treatment logic used in the design of the WTP. In general communities tended to avoid using caustic soda because it is expensive. Also, when substituting caustic soda for soda ash calcium, as carbonate hardness, needs to be removed. If the required calcium noncarbonate hardness removal is high then CO_2, or soda ash, needs to be added. If lime sludge management is an issue, then we will compare the increased cost of using more caustic soda versus the cost saving from reducing lime disposal. Note that Dayton, Ohio uses the split treatment approach to reduce their use of CO_2 for final stabilization.

We will also investigate the potential benefits of replacing the current lime softening equipment with the latest in lime softening equipment technology. To address the removal of potential emerging contaminants, the cost to install granular activated carbon (GAC) or ion exchange units would be included. We have included a presentation on PFAS removal in the Additional Information section of this proposal.

This alternative will also examine options for improved space planning. For example, it may be worthwhile to relocate the current laboratory to free up motor control center space.

Potential Dehumidification System Expansion

In studying the option for the continued use of the WTP, we will include the potential cost to extend the recent dehumidification system into the chemical room basement, where the planned raw water valve and meter replacement work will occur. This is a very large area with relatively small amount of piping. That is why it was not considered to be cost effective to include it in the recent dehumidification project. It would be a costly project if the existing dehumidification system needs to be re-sized to cover that area. We will also study the financial impact of providing dehumidification at the high service pump station.

Filter Pipe Gallery Resilience

The recent filter pipe gallery improvements (plus the new dehumidification system) should extend the life of the existing filter pipe gallery by at least 20 years. However, to provide for resiliency and put the cost comparison of this alternative on an apples-to-apples basis to Alternative 2 (New WTP) the cost of building another filter pipe gallery will be included in this alternative. This new filter pipe gallery would be located on the opposite side of the existing filters. The new dehumidification equipment is located there and would need to be addressed in the design.

Disinfection System

EGLE has insisted that it will not allow the City to include any chlorine detention time in the filters unless it performs a tracer study using fluoride. If the WTP operates on direct pressure without the use of the ground storage tank, EGLE would limit the WTP capacity (potentially to less than the current demand) because of the way EGLE is measuring chlorine disinfection contact time. Therefore, EGLE recommended that the City perform a tracer test in the filters. EGLE will not let them use either of the clarifiers because the plant is a 70/30 split with the water chlorinated at the raw intake.

We will work with the City to review whether the detention time in the clarifiers can be included. We believe the reason EGLE is taking that position is that they feel the plant would already be getting credit for the clarification process. We believe that the City could perform the standard calculation through the filters because the amount of media is known as well as the size of the filters. An assumption as to the porosity of the filters would be made and this would generate an increase in the detention time.

The City's "first customer" is the drinking water fountain at the high service pump station. The distance from the new discharge header to the to the drinking fountain is only about 20 feet which would be of minimum benefit. We believe that, according to the rules, the City can measure chlorine detention time up to this drinking fountain. The drawback is that the City would need to measure the chlorine residual at the drinking fountain to get the credit.

We will prepare new CT calculations with and without the filters because the City could do the tracer study and come up short. To do the calculations we will confirm where the chlorine is applied and which tanks/processes it goes through until it reaches the point where the City measures the residual for compliance.

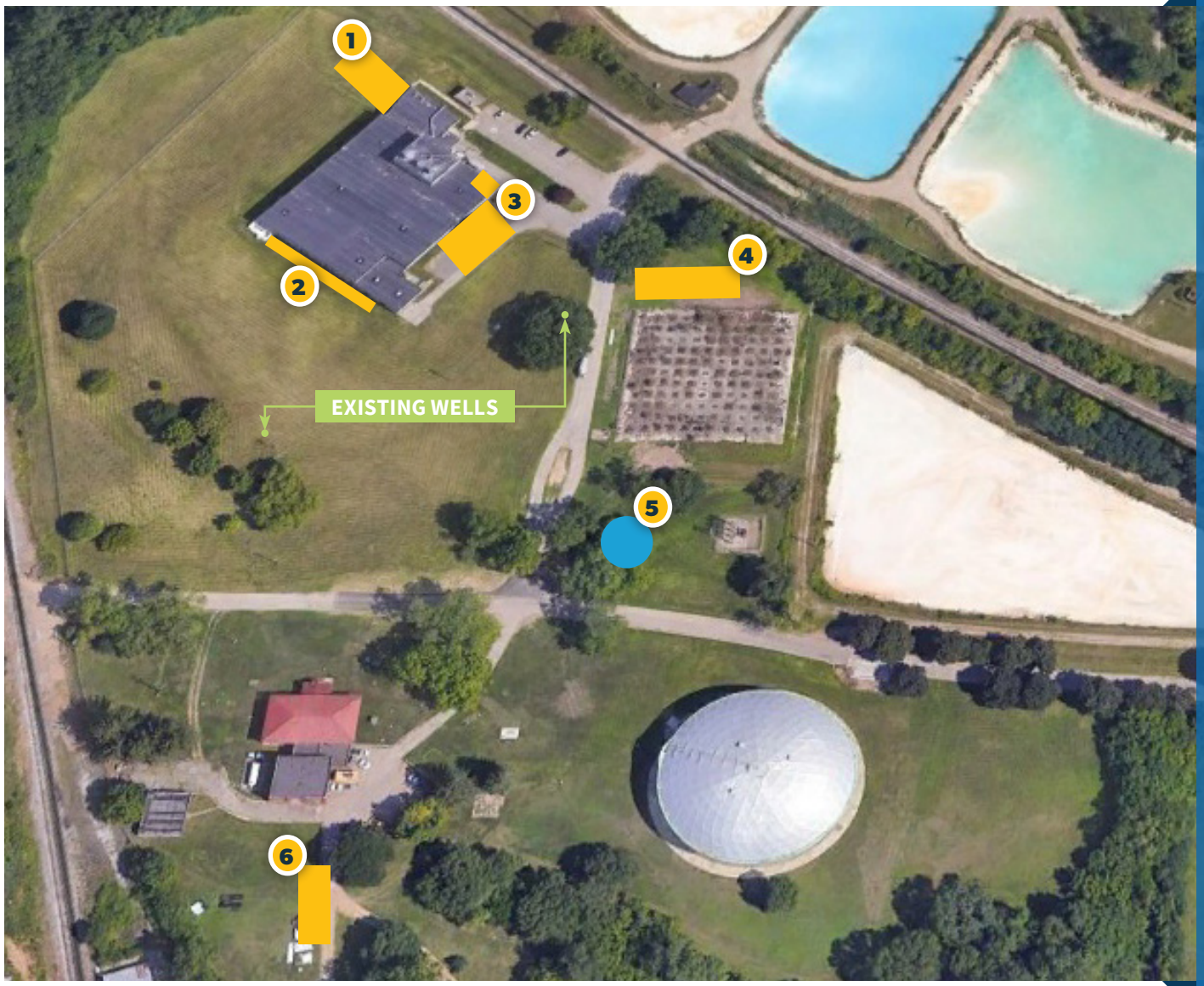
The contact time in the filters would benefit the City when they feed chlorine over the filters, but they do not typically do that because that would, supposedly, break the filter media down faster.

The main driver is the loss of contact time when the ground storage tank is out of service and the plant needs to go to direct pumping. This happens infrequently, mainly when the ground storage tank is taken out of service for painting or inspection.

The City has proactively considered building another 1 or 2 million gallon ground storage tank in the yard. This would be primarily for contact time when the existing ground storage tank is out of service. If the tracer study showed that plant would come up short on capacity, then an alternative would be to look at the cost to build another ground storage tank. A less expensive alternative would be to increase the chlorine residual and reduce the contact time during those times when the ground storage tank is out of service. However, the impact upon disinfection byproduct formation would need to be considered. Note that the potential need to build an additional ground storage tank would apply only to Alternatives 1A and 1B and not to Alternative 2 in that if a new WTP were to be built it would be designed with sufficient CT baffling.

CONSTRUCTION ALTERNATIVES

Alternative 1A: Modernize Current WTP Using Current Treatment Process



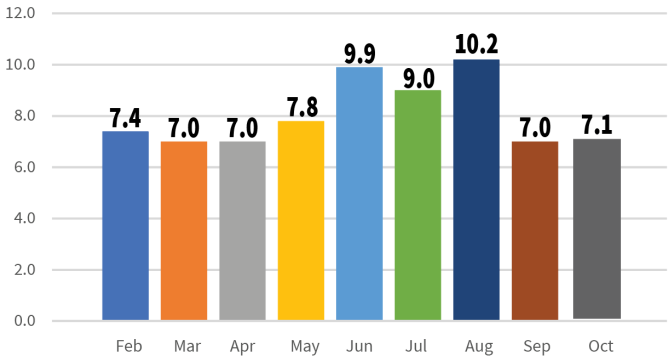
1. Lab/Administration
2. Filter Pipe Gallery
3. Chlorine Replacement
4. Backwash Tank Replacement
5. Finished Water Storage
6. Maintenance Building

ALTERNATIVE 1B: MODERNIZE CURRENT WTP AND UPGRADE THE TREATMENT PROCESS

In looking at modernizing the current WTP and upgrading the treatment process, we will get back to basics. We will document the lime softening procedures currently in use including reviewing the monthly operating reports to note the constituents in the raw water and the finished water quality. We will study the level of hardness in the finished water and determine whether the plant removes just calcium or both calcium and magnesium. Next we will determine if there is significant non-carbonate hardness in the raw water which cannot be removed unless a chemical like soda ash is added.

We will review with plant staff those unit processes that are not performing at an optimal level and should be repaired or replaced. This discussion will be impacted by our analysis of how much water needs to be produced to meet current demand. We will analyze how the various unit processes, which were designed for 24 MGD, can be operated most efficiently to meet the current demand.

For example, the monthly maximum daily treatment rate for February through October of 2022 was as follows:



If the plant is typically run on a single 12-MGD train basis, then there is currently significant capacity reliability and maintenance flexibility in having the second 12-MGD train available.

Reverse Osmosis/Nanofiltration

A potential new alternate process would be reverse osmosis or nanofiltration membranes to remove both hardness and organic contaminants. The membranes would be on skids. The capacity of these skids typically range from 3/4 to 3 MGD. They perform better when they are continuously run. They therefore lend themselves to being sized incrementally. For example, a series of two-MGD skids could be installed based on the current capacity with additional skids installed as demands increases. In Jackson's case, the base capacity could be set at 8 MGD requiring 4 2-MGD skids with 2 additional 2-MGD skids installed to meet maximum month (summer) needs. Spare skids are typically not required by state regulatory agencies. However, spare feed pumps would be required.

We will estimate the space requirements for the membranes, which is usually compact. For example, 10 MGD worth of membranes would occupy a space of approximately 100 feet by 50 feet. At this point we do not believe there is sufficient space in the current building for a membrane system because the system will require a large flat area. For membrane filtration, those types of membranes could be retrofitted into the existing filter bays. However, the high pressure membranes (nanofiltration) that we believe would be needed would sit on skids located on a flat slab. At this time we believe there would be sufficient space north of the existing building to house the new high pressure membranes.

Ion Exchange

Another new process option would be to use an ion exchange process. However, this would result in an even more difficult waste product to get rid of compared to the lime softening or nanofiltration.

The waste concentrate from the nanofiltration or ion exchange process could be pumped to the sewer system for disposal at the wastewater treatment plant. However, there would not be much "food" in the flow for the microorganisms at the wastewater treatment plant. This flow would dilute the raw sewage at the wastewater treatment plant which could eventually hinder the wastewater treatment plant processes.

Alternatively, it could be used as water reuse because the concentrate portion of it will mainly be hardness with total dissolved solids greater than 500 ppm. There happens to be a plant in Florida that runs the raw water through a nanofiltration plant and then they put the concentrate in a softening plant so they end up with very little sludge.

Regarding energy, the nanofiltration process will use more energy than lime softening. However, one of the trade-offs is that it would be a fully automated

process with totally different operating requirements compared to a lime softening plant, which requires a higher level of maintenance work such as cleaning out the basins periodically. At membrane plants everything is run by SCADA and the operators main job is to make sure that the instruments are calibrated and reading properly. Therefore the operating "intensity" is less. On the other hand it requires a bit more sophistication on the part of the maintenance staff because the electronics and controls systems maintenance becomes more critical.

We will review the design of the Yorba Linda, California, plant (described in Qualification Questionnaire section of this proposal). The Yorba Linda plant is sized to treat 23 MGD based on water from 10 wells with a total capacity of 17,400 GPM. It consists of 11 pairs of lead/lag vessels (22 vessels in total), bag filter pretreatment, a booster pump station and an onsite generation system for chlorine disinfection. It cost $32.5 million to build this plant in 2021.

Replacing the membranes can be costly depending on the individual system. We will present the City with information on the recurrent cost of membrane replacement. Membrane manufacturers normally warrant their membranes for five years. It has been our experience that with good pretreatment and a good raw water quality the membranes can last ten to twelve years. Normally a dedicated membrane replacement sinking fund is established within the water treatment plant budget to set aside a certain amount of money each year. This approach fully funds the cost to replace the filters. We will include amounts for filter replacement within a defined number of years to calculate a more accurate life cycle cost. The most conservative approach would be to assume a five year filter life based on the manufacturer's warranty and set aside one-fifth of the original filter capital cost annually. In addition we will include a sensitivity analysis to show the impact on the annual budget to use a seven-year and a ten-year replacement period.

To further calculate the three alternative life cycle costs on an apples-to-apples basis we will include the cost to replace existing expensive assets that may need to be replaced in less than 20 years.

We will review other items that may need improvement or replacement due to the age of the plant. This process is the same as deciding whether to keep investing in fixing broken parts on an older car (yesterday the brakes on my car had to be re-lined and today it needs a new radiator, etc.) versus buying a new car. At some point it makes financial sense to buy a new car compared to spending money to replace high ticket items.

In like fashion, from an O&M cost standpoint, is it worthwhile to reduce residuals management expenses by investing in a new process to lower that recurring cost? Similar to buying a new car that gets 40 miles per gallon compared to keeping an older car that gets only 15 miles per gallon.

Corrosion Control Impacts

When exposed to similar water quality over time the metal piping components within the distribution system and customer building plumbing will tend to establish an equilibrium with the finished water flowing through the system. When the water interacts with the metal surface stable corrosion byproducts can form and build up on the surface to form a passivation layer that significantly reduces the rate of corrosion and metals release to the water. "Passivation" refers to coating a material so it becomes "passive", that is, less readily affected or corroded by the environment.

Significant changes in the raw water source, treatment process or finished water quality can upset this equilibrium and cause the passivation layer to degrade releasing corrosion byproducts which can elevate levels of heavy metals in the water including iron, lead and copper. The degradation of the corrosion layer can also expose bare metal which under favorable conditions will cause the metal to corrode and contribute heavy metals to the water in the distribution system and at the tap. Large changes to the calcium carbonate stability, pH, dissolved oxygen concentration, disinfectant type or residual, alkalinity, chloride, sulfate and corrosion inhibitor in the finished water should be avoided to reduce the potential for corrosion and heavy metal release.

The Michigan revisions to the lead and copper rule provide that EGLE may require new or updated corrosion control studies when a change in source or treatment occurs. At a minimum, the Optimum Corrosion Control Treatment established for the system should be compared to the proposed finished water quality to determine if new or supplemental corrosion control studies will be required.

The proposed finished water quality should also be compared to the flowcharts for preliminary corrosion control treatment in Optimal Corrosion Control Treatment Evaluation Technical Recommendations for Primacy Agencies and Public Water Systems, USEPA (March 2016) to determine if the same or a different method to achieve optimum corrosion control is recommended.

If corrosion control studies are determined to be needed or required by EGLE, they may include more frequent lead and copper tap sampling, a desktop corrosion control study or bench top metal release studies, corrosion coupon rig or pilot scale studies to demonstrate the proposed treatment or changes to the optimum corrosion control treatment will meet the lead and copper rule action limits. These studies can cost tens to hundreds of thousand dollars depending upon the scope, how they are performed, and the duration of the study. NOTE: These studies are not included in the scope of our proposal.

ALTERNATIVE 2: CONSTRUCT NEW WTP

Under this alternative we propose to do away with the existing treatment process and equipment and completely replace it with a new treatment process.

We will review the advantages and disadvantages of considering a new site. There will be several site constrictions to consider when studying this alternative assuming using the existing site including well head isolation zones and underground utilities.

One approach for constructing a new WTP on the existing site would be to first build a “Phase I” sized to meet current demand. For example, Phase I could be sized for 12 MGD. Certain functions of the existing WTP would continue to be utilized until future regional service area growth occurs. At that point Phase II would include decommissioning and demolition of the existing WTP. This would be followed by Phase III, the construction of the expanded new WTP on the current plant’s footprint to accommodate regional growth.

We will review several treatment options for a new WTP including:

1. Lime Softening
2. Reverse Osmosis/Nanofiltration
3. Ion Exchange

Life Cycle Cost (Present Worth Analysis)

We will prepare a 20-year present worth analysis (also known as a life cycle cost analysis) of Alternatives 1A, 1B, and 2).

A present worth analysis includes the following data: Initial capital cost plus periodic capital costs for existing assets that need to be replaced in less than 20 years plus the present value of recurring operation and maintenance expenses less the salvage value of capital assets which have a remaining useful life after 20 years.

Residuals (Sludge Disposal)

A key consideration when making a decision about whether to keep and upgrade an existing process or change to a new treatment process is the feasibility, method and cost of managing the water treatment byproducts (residuals) created by the process.

The City has a history of dealing with the residuals from the lime softening process which are primarily precipitated calcium carbonate and magnesium hydroxide. These residuals are presently placed in lagoons and the sludge in the lagoons is periodically cleaned out and disposed of by a contract operator.

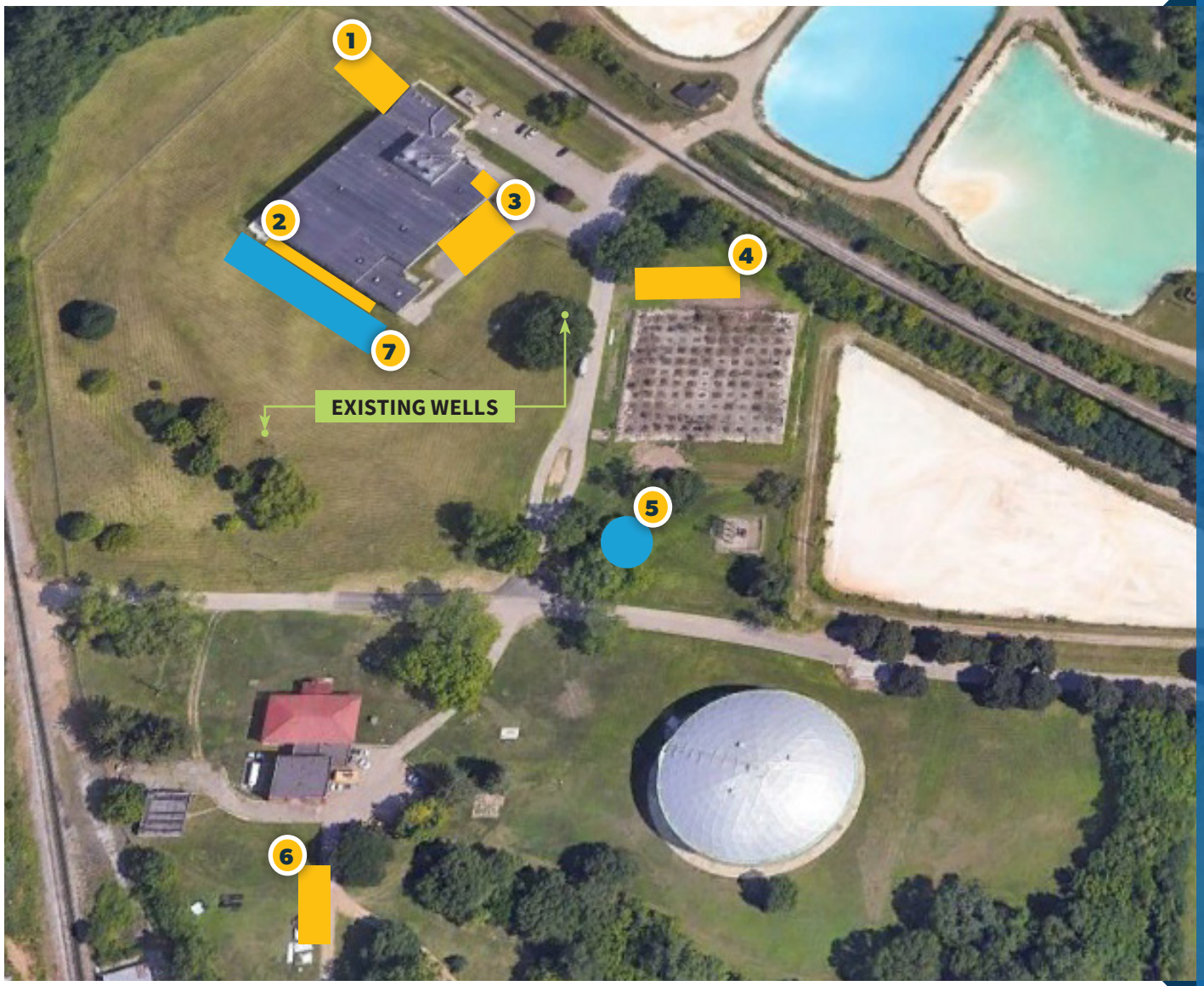
There are few regulatory restrictions on this type of operation. The longevity of this operation must be considered in terms of the availability of disposal sites through the end of the planning period and the number of contract operators to insure that the price for hauling and disposal remains competitive.

Cation exchange softening can also be employed to remove hardness and anion exchange softening can be utilized to remove total organic carbon. These processes must both be regenerated, typically with a brine or high concentration salt solution. The liquid waste that is generated is high in salt concentration.

It cannot be land applied and is often handled by discharge to a wastewater treatment facility, discharge to surface water or discharge to a Class I deep injection well. For disposal to a wastewater treatment facility or surface waters there must be a considerable amount of dilution provided so that the process is not affected and applicable discharge requirements can be met. Deep well injection is very expensive and requires that the geology is present to accept the waste stream and sufficient confinement

CONSTRUCTION ALTERNATIVES

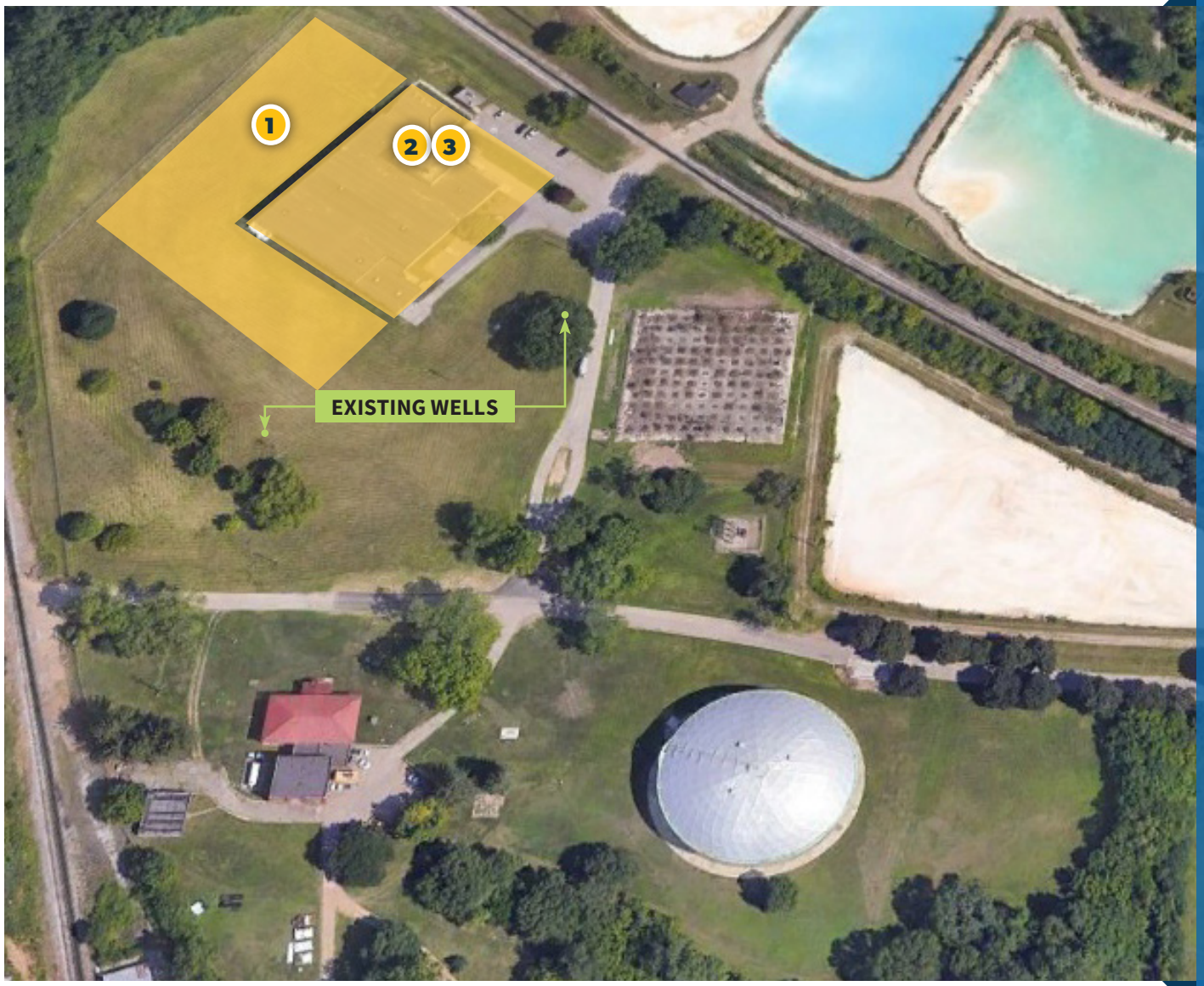
Alternative 1B: Modernize Current WTP & Upgrade the Treatment Process



1. Lab/Administration
2. Filter Pipe Gallery
3. Chlorine Replacement
4. Backwash Tank Replacement
5. Finished Water Storage
6. Maintenance Building
7. Advanced Treatment

CONSTRUCTION ALTERNATIVES

Alternative 2: Construct New WTP



1. Phase 1: 12 MGD WTP
2. Phase 2: Decommission Existing WTP
3. Phase 3: 12 MGD Expansion

is present to prevent it from impacting potential underground sources of drinking water.

Treatment using reverse osmosis or nanofiltration membranes produces a liquid concentrate stream that must be disposed of. Typical product water recoveries range from 75 to 85% which means that the volume of concentrate produced will be 18 to 33% of the finished water produced. The concentrate is made up of all the constituents in the raw water that have been rejected by the membranes as the purified water passes through. Therefore, the concentrate quality will reflect the constituents contained in the raw water, but at 2 to 4 times their original concentration. The same disposal methods that can be used for the ion exchange spent brine solution can be employed for disposal. However, the volume of this waste stream is much larger and discharge to a wastewater treatment facility or surface waters may be limited due to insufficient dilution. Deep well injection is one of the most common methods of concentrate disposal in areas where it is feasible.

The USEPA released a comprehensive strategic road map for dealing with PFAS compounds in the environment in 2021. An overall goal of the strategic road map is to proactively prevent PFAS compounds from entering land and water at levels that could impact human health or the environment.

The rules to implement the strategic road map are under development and may include restricting PFAS discharges from industrial sources, leveraging NPDES permitting to limit discharges to waterways and designating certain PFAS compounds as hazardous substances under CERCLA. Depending upon how the rule making unfolds and the discharge concentration limitations that may be imposed, by this regulatory activity could have a significant future impact upon the ability and methods to dispose of water treatment plant byproducts.

Decision Matrix

The information gathered above will be condensed to develop a Decision Matrix (sample below) comparing the following evaluative criteria for each alternative:

- Green = Lower Impact
- Yellow = Medium Impact
- Red = Higher Impact

User Cost for Selected Alternative

Tetra Tech will develop a 20-year funding plan for the selected alternative that will project water rate ranges based on projected increases in recurring costs (such as operation and maintenance) and capital improvements. We will identify the funding mechanism for each capital improvement (such as bonds, capital outlays or contributions from reserve funds). Create a “what-if” spreadsheet (Tetra Tech’s approach is called “SmartRate”) that can be used to determine a funding plan that will reduce the financial impact on rate payers. For example, we can present a funding alternative that calculates future water rates based on the City receiving grants or principal forgiveness funding under through the **Infrastructure Investment and Jobs Act**.

SAMPLE FORMAT OF DECISION MATRIX

EVALUATIVE CRITERIA	ALTERNATIVE 1A: Modernize Current WTP Using Current Treatment Process	ALTERNATIVE 1B: Modernize Current WTP & Upgrade the Treatment Process	ALTERNATIVE 2: Construct New WTP
Source Water Quality			
Treated Water Quality			
City’s Carbon Footprint (Compatible with Jackson Environmental Action Plan)			
Schedule			
Capital Cost			
Life Cycle Annual Cost			
Residuals (Sludge Disposal)			

Deliverables

DRAFT REPORT

- An electronic copy of the draft report will be submitted to the City for review
- Tetra Tech will meet with the City to review the City's comments



TASK C: DRAFT 2022 WTP STUDY REVIEW MEETING & FINAL STUDY

- Tetra Tech will deliver the draft study to City staff and meet with them to review their comments.
- Tetra Tech will revise the draft study and prepare a final study in response to the City's comments.
- Optional added-value task – After the Final Study is complete, we will meet with the City and EGLE to review the report findings. We will work with City staff on responding to EGLE's comments and revise the report if necessary.

Deliverables

FINAL REPORT

- The final 2022 Jackson WTP Study will incorporate revisions resulting from the City's comments
- Five hard copies of the Final Report will be provided

ASSUMPTIONS

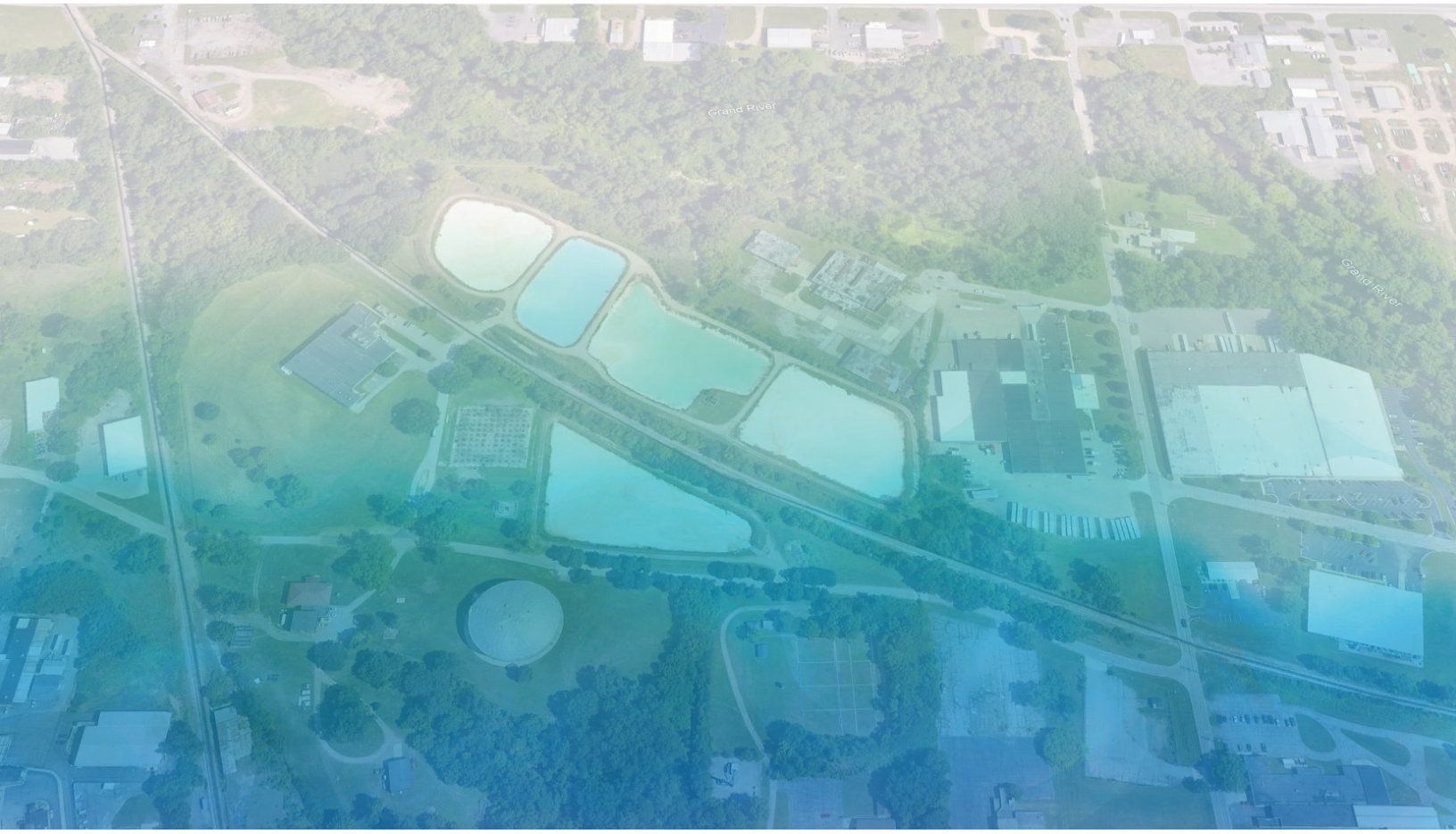
- The cost to perform asset condition assessments is not included in our proposal. If during the course of the study it is determined that asset condition assessments are needed, the cost for this additional work will be covered by a written Request for Change Authorization (RCA).
- The cost to update the City's current water distribution system hydraulic model is not included.
- The cost to perform corrosion control studies is not included.
- No meetings with EGLE are included in this scope of work, either during or after the preparation of this report.
- Any updates made to the City's Water Asset Management Plan will be limited to those assets which may require an updated condition assessment involving probability of failure consequence of failure score and business risk evaluation scores. An update of the City's entire Water Asset Management Plan will not be reissued as part of this project.
- Site evaluations of existing facilities will be limited to non-confined spaces that are accessible/visible without a ladder.
- This proposal is based on one Visioning Workshop meeting, one meeting to review the Draft Study and one meeting to review the Final Study. Meetings will be conducted on site with video conference support as necessary.
- Discussions and/or meetings with potential new wholesale water customers are not included in the scope of this study.



PROJECT TIMELINE

We estimate that a draft of the study would be ready within 6 months of our receipt of the City's written notice to proceed. The final study would be complete within one month of our meeting with City staff to review the draft study.

CITY OF JACKSON MICHIGAN



E. Qualification Questionnaire

TETRA TECH

E. Qualification Questionnaire

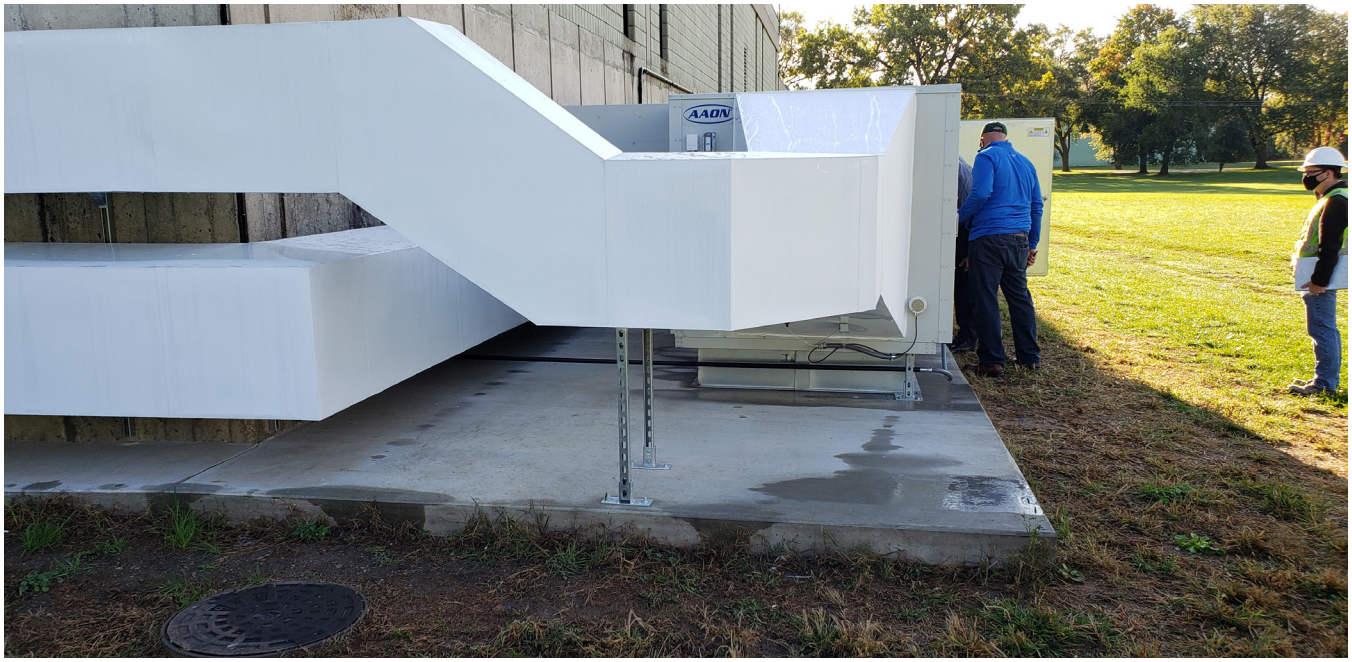
1. EXPERIENCE IN PROVIDING SIMILAR STUDIES

Tetra Tech provides innovative, sustainable, and cost-effective water supply and treatment solutions. Our engineers have helped local governments provide safe drinking water to their customers for over a century. Our drinking water experts provide comprehensive, cost-effective water solutions to address our customers' challenges, including maintaining and/or improving water infrastructure, planning new construction, or minimizing life-cycle costs.

Your Tetra Tech team is dedicated to successful completion of the Jackson 2022 WTP Study. Vic Cooperwasser, Ben Whitehead, James Christopher, Gene Jones, Lesa Richardson, Mick Jones and Alan Flak give you the highest level of water treatment planning, design, construction contract administration, operating, and funding expertise. We understand the technical, managerial, and financial challenges that you face every working day.

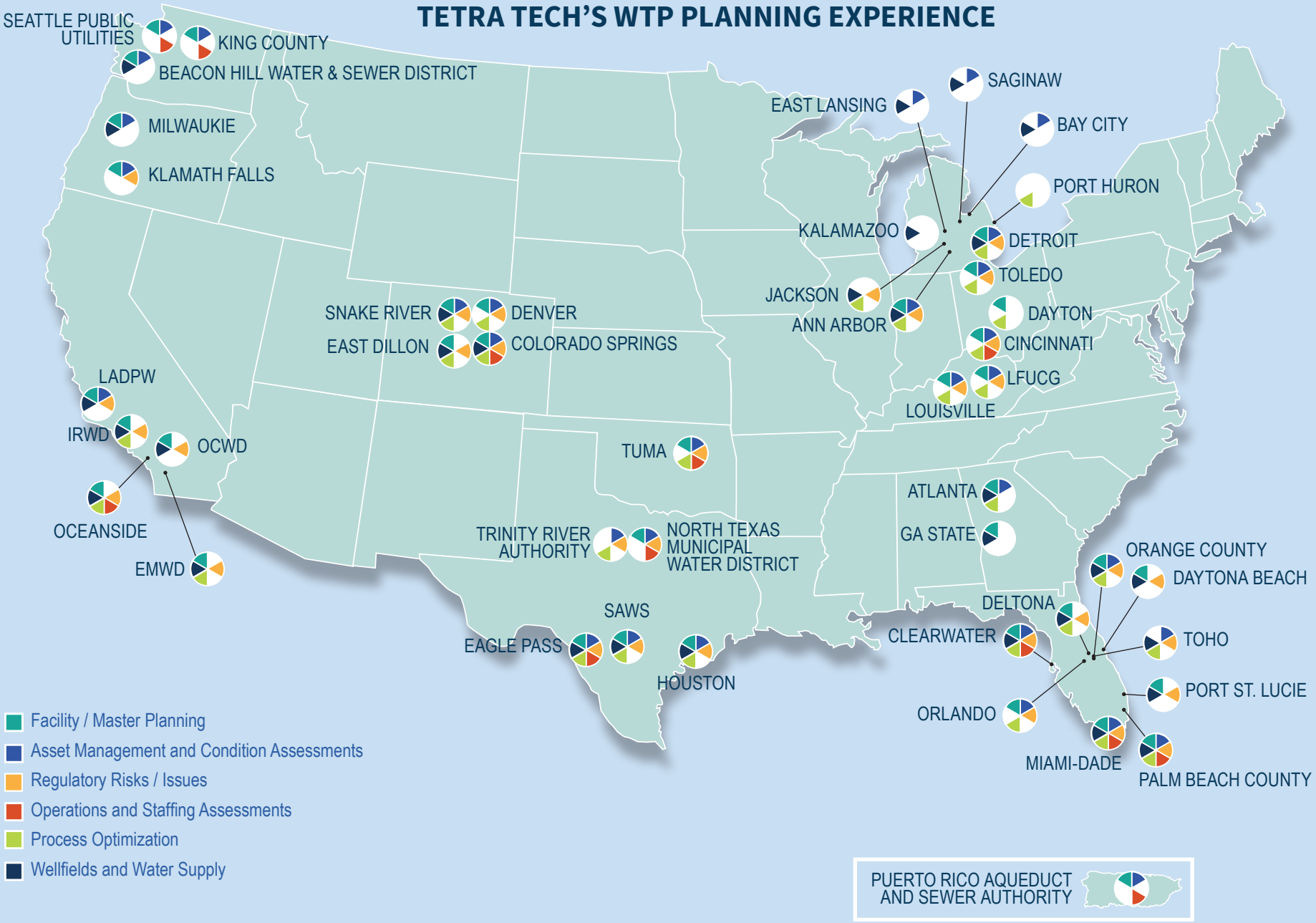
The map on the following page is a visual overview of Tetra Tech's water planning experience that includes facility studies, capital and financial planning, asset management and condition assessments, water quality and hydraulic assessments, and operations assessments.

Detailed project descriptions for several of these projects are included in this section.



Jackson WTP Dehumidification System

TETRA TECH'S WTP PLANNING EXPERIENCE



2. KEY PERSONNEL SUMMARY

The table below presents the key personnel proposed for the WTP Study project along with their degree-specialty-registration, years of experience, and office location while working on the project. An organization chart and resumes are provided in the Project Staff Description section.

KEY PERSONNEL SUMMARY			
NAME/ROLE	DEGREE-SPECIALTY-REGISTRATION	YEARS OF EXPERIENCE (Total/with Tetra Tech)	OFFICE LOCATION
VIC COOPERWASSER, PE Project Manager/Cost Analysis	BS, Civil Engineering, Cornell University, 1969 PE: MI, No. 24713	50/46	Ann Arbor, MI
BEN WHITEHEAD, PE Process Analysis/Planning	BA, Biosystems Engineering, Environmental, Michigan State University, 1998 PE: MI, No. 6201049536	24/8	East Lansing, MI
JAMES CHRISTOPHER, PE Process Analysis/Planning	MS, Environmental Engineering and Science, University of Central Florida, 1980 BS, Chemistry, Duke University, 1976 PE: FL, No. 34204; GA, No. 40943; TX, No. 134780 Board Certified Environmental Engineer	42/32	Orlando, FL
LESA RICHARDSON, CHMM Source Water/PFAs Investigation	GIS Certification, Pennsylvania State University, 2003 BS, Geology, Eastern Michigan University, Ypsilanti, Michigan, 1997 Certified Professional Geologist, No. 16289	23/21	Ann Arbor, MI
GENE JONES, PE Electrical/SCADA	BS, Electrical Engineering, Western Michigan University, 1986 PE: MI, No. 46202	35/34	East Lansing, MI
MICK JONES, PE Electrical/SCADA	BS, Computer Science, Western Michigan University, 1994 BS, Electrical Engineering, Western Michigan University, 1991 PE: MI, No. 45060	28/28	Ann Arbor, MI
ALAN FLAK, PE Structural Engineer	BS, Civil Engineering, Michigan State University, 2000 PE: MI, No. 6201052179	23/22	Brighton, MI

3. REPRESENTATIVE PROJECTS COMPLETED WITHIN LAST 5 YEARS

Tetra Tech has recent experience on numerous projects similar in scope to the City's WTP Study. The following pages provide details on representative projects we have completed within the last 5 years including references. We encourage you to contact these individuals to learn firsthand about the high level of service and expertise the Tetra Tech team will provide. We have also included a matrix listing your concerns and which projects have focused on addressing them.

REPRESENTATIVE PROJECTS			
PROJECT	YEAR COMPLETED	REFERENCE	COSTS
Various WTP Improvements City of Jackson, MI	Ongoing	Nick Mangas 740 East Mansion St., Jackson, MI 49203 517.788.4073 | nmangas@cityofjackson.org	$87,100
WTP Filter Gallery Piping Rehabilitation City of Jackson, MI	2021	Nick Mangas 740 East Mansion St., Jackson, MI 49203 517.788.4073 | nmangas@cityofjackson.org	$170,000
WTP Dehumidification System City of Jackson, MI	2020	Nick Mangas 740 East Mansion St., Jackson, MI 49203 517.788.4073 | nmangas@cityofjackson.org	$93,400
Water Supply Master Plan City of Dayton, OH	Ongoing	Liz Zelinski 3210 Chuck Wagner Lane, Dayton, OH 45414 937.333.6134 | liz.zelinski@daytonohio.gov	$1,431,000
Lime Reclamation Facility Improvements City of Dayton, OH	2018	Liz Zelinski 3210 Chuck Wagner Lane, Dayton, OH 45414 937.333.6134 | liz.zelinski@daytonohio.gov	$850,000
Lime Bin/Feed System Evaluation City of East Lansing, MI	Ongoing	Joel Martinez 2470 Burcham Dr., East Lansing, MI 48823 517.337.7535 | jmartinez@elmwsa.com	$18,000
Water System Electrical Asset Management City of Saginaw, MI	2019	Paul Reinsch 522 Ezra Rust Dr., Saginaw, MI 48601 989.759.1643 | PReinsch@saginaw-mi.com	$35,000
Water Pump Stations Chemicals and SCADA Upgrades City of Kalamazoo, MI	Ongoing	Anna Crandall 415 Stockbridge Ave., Kalamazoo, MI 49001 269.337.8055 | crandalla@kalamazoocity.org	$1,136,000
Granulated Activated Carbon Pilot Study City of Cohasset, MA	2021	Jason Federico 39 King Street, Cohasset, MA 02025 781.383.0057 | JFederico@cohassetma.org	$146,000
Alexander Orr WTP & South Miami-Dade Water Supply Systems Miami, FL	2017	Rafael Terrero 3071 SW 38 Ave., Suite 515, Miami, FL 33146 786.552.8112 | Terrero@miamidade.gov	$155,000
Interim Water Facilities Plan Miami-Dade Water & Sewer Department, FL	2019	Josenrique Cueto 3071 SW 38th Ave., Miami, FL 33233 786.552.8884 | josenrique.cueto@miamidade.gov	$690,900
PFAS Treatment Systems On-Call Services Orange County, CA	Ongoing	Chris Olsen, PE 18700 Ward St., Fountain Valley, CA 92708 714.378.3232 | colson@ocwd.com	$5,234,000

JACKSON WTP CONCERNS ADDRESSED IN REPRESENTATIVE PROJECTS

JACKSON 2022 WTP STUDY CONCERN	VARIOUS JACKSON WTP IMPROVEMENTS	JACKSON WTP FILTER GALLERY IMPROVEMENTS	JACKSON WTP DEHUMIDIFICATION SYSTEM	DAYTON WATER SUPPLY MASTER PLAN	DAYTON LIME RECLAMATION FACILITY IMPROVEMENTS	ELMW&SA LIME BIN / FEED SYSTEM IMPROVEMENTS	SAGINAW WTP ELECTRICAL ASSET MANAGEMENT	KALAMAZOO WATER PUMP STATIONS CHEMICALS AND SCADA UPGRADES	COHASSET, MA, GRANULATED ACTIVATED CARBON PILOT STUDY	MIAMI ALEXANDER ORR & SOUTH MIAMI DADE WATER SUPPLY SYSTEMS	MIAMI ALEXANDER INTERIM WATER FACILITIES PLAN	ORANGE COUNTY, CA, PFAS TREATMENT SYSTEMS ON-CALL SERVICES
Existing WTP Evaluation	✓	✓	✓	✓		✓	✓			✓	✓	
Lime Softening Residuals Management				✓	✓					✓		
Cost Analysis of Alternatives				✓						✓	✓	
PFAS Management				✓					✓	✓		✓
Disinfection				✓						✓		
Corrosion Control								✓		✓		
Membrane Process Alternatives									✓			✓
Jackson's Recent WTP Needs	✓	✓	✓									

WTP MISCELLANEOUS IMPROVEMENTS

Jackson, MI



Tetra Tech is the City of Jackson's trusted advisor to complete studies, designs, and construction administration services for miscellaneous improvements at WTP and high service pump station.

Tetra Tech is prepared and is currently performing studies to evaluate the condition of several assets at the City of Jackson's WTP and high-service pump station These assets include the clarifier roof drain, high-service pump station walls, filter gallery valves, sodium hydroxide system, and ground storage tank valves. The work has typically included on-site inspections, comparative studies, designs, bidding assistance, and construction administration. Tetra Tech developed a group of engineers to work as a team to seamlessly complete these projects.

CLIENT REFERENCE:

City of Jackson, MI
Nick Mangas
WTP Superintendent
740 East Mansion St.
Jackson, MI 49203
517.788.4073
nmangas@cityofjackson.org

PROJECT DATES:

2021-ongoing

PROJECT COST:

$87,100

KEY PERSONNEL:

Vic Cooperwasser, PE
Principal-in-Charge

Ben Whitehead, PE
Project Manager

Alan Flak, PE
Structural Engineer

Gene Jones, PE
Electrical Engineer

PROJECT RELEVANCE:

- Dedicated team, under one-roof, seamlessly addressing City staff concerns
- Fast response time because of familiarity with the plant
- Tetra Tech who specializes in water treatment, source water, mechanical, electrical, SCADA, structural, architectural and funding
- Study, design, asset management/ condition assessment, construction administration, and user fees for Jackson's water infrastructure

WTP FILTER GALLERY PIPING REHABILITATION

Jackson, MI



The City has a 50-year old WTP with filter gallery piping that was corroding in multiple locations. The amount of corrosion had caused at least one pipe leak which had been temporarily patched. Tetra Tech had completed a study where we reviewed a third-party pipe test report and conducted a field survey to visually assess the process piping as well as electrical conduit, plumbing piping, and mechanical HVAC piping located within the pipe gallery.

Tetra Tech prepared construction documents to rehabilitate or replace portions of the filter gallery piping and provide construction administration services.

The project included:

- Preparation of a study of piping assets to facilitate the design effort.
- Construction observation d on an as-needed milestone basis to reduce engineering cost
- Low bidder recommendation of $1,165,000 which was lower that Tetra Tech's opinion of probable construction cost
- Final construction cost of $1,380,000 due to client requested changes which was still below Tetra Tech's estimate
- Construction period of December 2020 to December 2021
- Strict adherence to the WTP's seasonal water production requirements for construction

CLIENT REFERENCE:

City of Jackson, MI
Nick Mangas
WTP Superintendent
740 East Mansion St.
Jackson, MI 49203
517.788.4073
nmangas@cityofjackson.org

PROJECT DATES:

2020-2021

PROJECT COST:

$170,000

KEY PERSONNEL:

Vic Cooperwasser, PE
Principal-in-Charge

Ben Whitehead, PE
Project Manager

Alan Flak, PE
Structural Engineer

PROJECT RELEVANCE:

- Familiarity with the Jackson WTP
- Accurate Opinion of Probable Construction Cost
- Construction in conformance with plant staff's operating requirements to avoid high demand periods



WTP DEHUMIDIFICATION SYSTEM

Jackson, MI



Tetra Tech completed a Feasibility Study to address humidity control in the pipe gallery of the Jackson WTP, where piping was corroding in multiple locations with corrosion substantial enough to cause at least one pipe leak. The source of corrosion was condensation build-up on the cold surfaces of the piping. The piping surface temperature is relatively constant throughout the year (54°F) and when the ambient air's dewpoint is higher than the piping temperature, the moisture condenses on the surface of the pipe. The City planned to rehabilitate and possibly replace some sections of piping, but before they did, they relied on this study for options that would prevent future corrosion.

The Feasibility Study proposed a mechanical dehumidification system to maintain an ambient dewpoint below the pipe surface temperature to prevent condensation as a source of corrosion. Tetra Tech then design the mechanical equipment and provided construction administration and resident project representative services during construction.

CLIENT REFERENCE:

City of Jackson, MI
Mike Osborn
DPW Director
161 West Michigan Ave.
Jackson, MI 49201
517.914.6949
mosborna@cityofjackson.org

PROJECT DATES:

2018-220

PROJECT COST:

Study: $29,500

Design and Construction Administration: $63,900

Construction: $311,000

KEY PERSONNEL:

Vic Cooperwasser, PE
Project Manager

Alan Flak, PE
Structural Engineer

PROJECT RELEVANCE:

- Study team maintained through the design and construction contract administration
- Dehumidification system will greatly extend the life of the plant's piping

WATER SUPPLY & TREATMENT FACILITIES MASTER PLAN

Dayton, OH



Dayton Ohio selected Tetra Tech to develop a Water Master Plan that will guide the infrastructure needs, budget, and schedule of capital projects for the next twenty years and will address existing and developing EPA regulations.

Major water system assets include:

- Well Fields – Two well fields, each serving a single water treatment plant. Mad River Well Field serves the Ottawa Water Treatment Plant and the Miami Well Field serves the Miami Water Treatment Plant.
- Ottawa Treatment Plant – A 96 MGD design capacity plant, in service since 1953. A lime softening process and 16 rapid sand filters.
- Miami Treatment Plant – A 96 MGD design capacity plant; 48 MGD in service since 1965 and increased to 96 MGD in 1984. A lime softening process and 16 rapid sand filters.
- Lime Reclamation Facility – The lime kiln was built in 1957 with a capacity to recalcine sludge into quicklime of roughly 150 tons/day. In 2017, the lime reclamation process was upgraded (per Tetra Tech design) to take lime slurry from outside sources to be recalcined in the kiln, allowing the kiln to run closer to its designed capacity, thus increasing efficiencies.
- Pumping – The distribution system consists of four underground reservoirs throughout the system, underground storage at each plant, and seven above ground storage tanks. Storage for the entire system is approximately 80 MGD.

CLIENT REFERENCE:

City of Dayton, OH
Liz Zelinski, PE
WTP Engineer
3210 Chuck Wagner Lane
Dayton, OH 45414
937.333.6134
liz.zelinski@daytonohio.gov

PROJECT DATES:

2021-ongoing

PROJECT COST:

$1,431,000

KEY PERSONNEL:

Vic Cooperwasser, PE
Principal-in-Charge

Jamie Brescol, PE
Project Manager

James Christopher, PE
Process Design Engineer

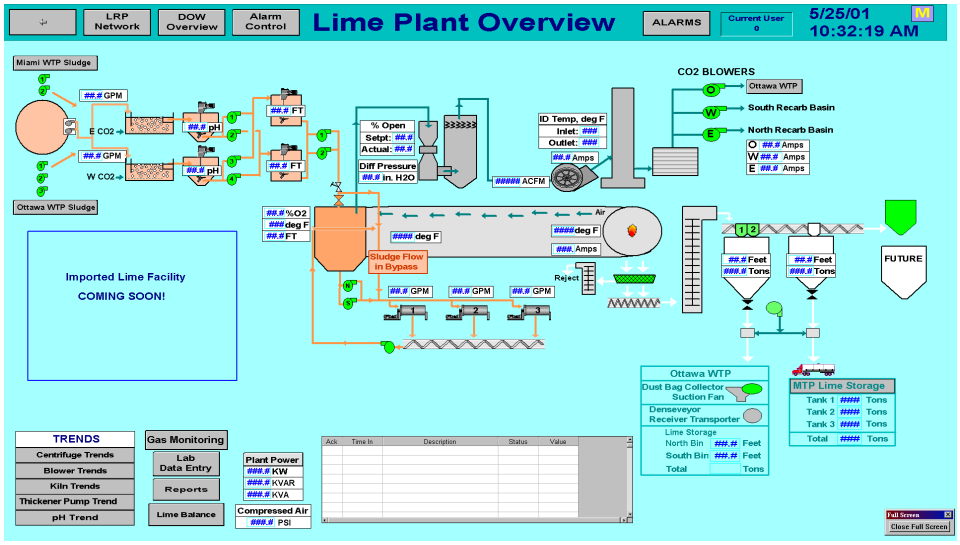
PROJECT RELEVANCE:

- Master Plan that serves as a road map for the City's water treatment future
- Lime softening issues similar to Jackson's
- Potential regulations, including PFAS management, addressed
- Lime reclamation issues investigations

LIME RECLAMATION FACILITY IMPROVEMENTS

Dayton, OH





The City of Dayton and Dayton Water serve 400,000 Montgomery County residents and own and operate 3 well fields, 2 water treatment plants (Miami and Ottawa Water Treatment Plants) and 1 lime recovery facility. The combined water production at the 2 Water Treatment Plants is approximately 65 MGD. The City of Dayton began operation of the Lime Reclamation Facility (LRF) in 1957. The facility allows the City to reuse lime residuals and produce a high-quality product that reduces the cost of treatment and disposal. The Dayton LRF is one of two municipally owned and operated facilities in the U.S. that recycles the lime used in the water softening process. Over the years, the City had not generated enough lime sludge to require utilization of the full 150 dry tons per day (dtpd) capacity of the LRF. The City of Dayton determined that it is economically feasible to increase utilization of the LRF from the current production of 60 to 70 dtpd up to 125 dtpd by accepting “wet” lime sludge from other facilities in the area, processing the sludge, and reselling the finished product.

Tetra Tech was contracted to provide design services to evaluate alternatives that would allow for the LRF to receive the lime sludge from off-site sources,

CLIENT REFERENCE:

City of Dayton, OH
Liz Zelinski, PE
WTP Engineer
3210 Chuck Wagner Lane
Dayton, OH 45414
937.333.6134
liz.zelinski@daytonohio.gov

PROJECT DATES:

2015-2018

PROJECT COST:

Fee: $850,000

Construction: $9,000,000

KEY PERSONNEL:

Vic Cooperwasser, PE
Principal-in-Charge

James Christopher, PE
Technical Lead

PROJECT RELEVANCE:

- Optimal approach assessed to upgrade the lime softening plant’s lime reclamation system
- Used for evaluation of potential regional lime reclamation facility to serve Jackson and other Michigan lime softening WTPs

LIME RECLAMATION FACILITY IMPROVEMENTS

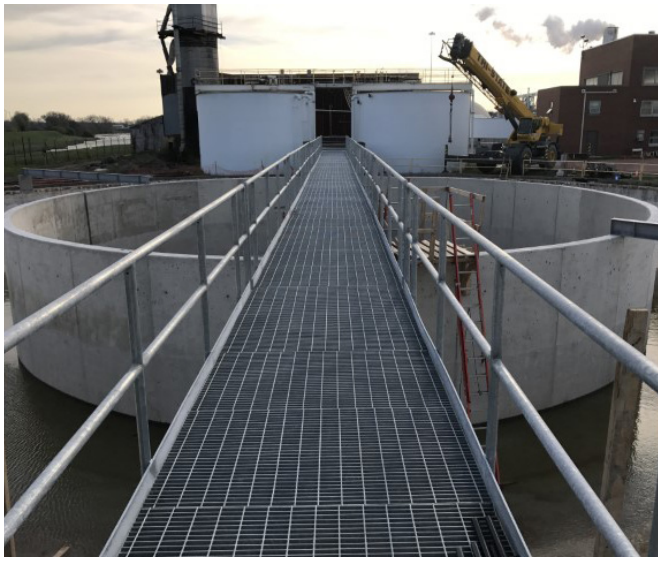
Dayton, OH

process it to a suitable state to feed to the lime kiln, and store the additional product produced. Tetra Tech assisted in downsizing the project scope to fit within the available construction dollars while still providing for the needed improvements. Our preliminary design offered multiple scenarios for sludge delivery and layout of new processes. The City moved forward with the recommended concept for detailed design and construction of new facilities to handle new wet and dry lime.

Construction was completed in 2018. The new facilities include new wet and dry lime storage facilities, improvements to the centrifuging processes and kiln feed, 5,600 square feet of new metal buildings and structures, repurposing of the unused primary tank for liquid storage utilizing a divider wall within the clarifier tank, pneumatic conveying system for the dry lime, and overhead support system for conveyance piping. The improvements also include access roads and new truck-scale facilities for delivery and pickup of wet and dry lime. Mechanical and plumbing systems were provided in the facilities including: an air-conditioned electrical room, an HVAC system for office and sample area, heating and ventilation for process areas, general building plumbing systems, and emergency showers with instantaneous water heaters.

The design included plumbing system to address the needs of the operation. The process area which included several pumps and valves for the wet lime handling incorporated a two-section sump with a weir. The first section of the sump is designed to collect the lime percipients before they migrate into the building's discharge sewer system and reduce maintenance on the drain lines. Emergency showers with freeze protection were included to provide safety to operators and drivers that unload the lime from the trucks. The emergency shower utilizes tepid water to comply with ANSI Z358.1. The tepid water was provided by two gas fired instantaneous water heaters and tempering valve. The sample area incorporated a vacuum pump, ionized water system, and compressed air system to provide laboratory quality utility for dewatering samples.

Tetra Tech also designed new Heating, Ventilation, and Air Conditioning (HVAC) systems for the new LRF. The design included air-conditioned spaces for office area, break room area, sample testing area, and restroom. A split system air handling system was utilized to condition these spaces. The electrical equipment room which housed the main electrical transformer was conditioned with a Computer Room Air Conditioning (CRAC) unit with a remote condenser.





LIME BIN/FEED SYSTEM EVALUATION

East Lansing, MI



Tetra Tech is currently evaluating the Water Treatment Plant's lime storage and feed system. Key outcomes of the project benefiting the Authority and its customers will include:

- Improved safety and reduced risk to WTP personnel
- Simplified operation and maintenance (O&M) for WTP personnel
- Increased storage capacity
- Improved reliability
- Continued supply of high-quality drinking water and regulatory compliance

Following a field investigation, Tetra Tech will document system deficiencies and perform a desktop evaluation to support identification of potential improvements. The preliminary evaluation will summarize deficiencies, potential causes of deficiencies, and identify opportunities for improvement.

We will review existing lime storage equipment and related information to identify the most likely causes of deficiencies. The following will be considered:

- Lime bins (configuration, inlets, vents, internal supports, cones, and outlets)
- Bin vibrators
- Lime slakers
- Lime conveyance eductor
- Potential sources of heat and moisture

Evaluations and feasible improvements will be summarized and presented to the Authority at a Preliminary Evaluation Workshop to be conducted at the WTP. The workshop is intended to discuss the proposed improvements, answer questions, receive the Authority's feedback, and develop a consensus solution.

CLIENT REFERENCE:

East Lansing Meridian Water & Sewer Authority
Joel Martinez
Manager
2470 Burcham Dr.
East Lansing, MI 48823
517.337.7535 ext 1
jmartinez@elmwsa.com

PROJECT DATES:

2022

PROJECT COST:

$18,000

KEY PERSONNEL:

Vic Cooperwasser, PE
Project Manager

Ben Whitehead, PE
Project Engineer

James Christopher, PE
Technical Advisor

PROJECT RELEVANCE:

- Evaluation of a wide range of potential deficiencies
- Review at a preliminary evaluation workshop
- Development of a preferred alternative that is within the Authority's budget

WATER SYSTEM ELECTRICAL ASSET MANAGEMENT

Saginaw, MI



The City of Saginaw provides drinking water to the population of Saginaw and to 21 communities in the tri-county area through wholesale agreements. The present water treatment plant on Erza Rust Drive was placed in service in September of 1929. It was designed to treat and filter water from the Saginaw River at a nominal rate of 25 MGD. In October 1948, the plant began treating Lake Huron water obtained via the Saginaw-Midland Municipal Water Supply Corporation. Including the design and construction of the original water treatment plant, Tetra Tech has provided engineering services for this facility for over 70 years.

Tetra Tech completed the water system electrical asset condition assessment and replacement cost estimates incorporated into the Saginaw Water System Asset Management Plan.

The water system facilities included the WTP, the Kochville Raw Water Pump Station, three pumping stations located inside the City and three pumping stations outside (Reese, Frankenmuth, and Birch Run).

CLIENT REFERENCE:

City of Saginaw, MI
Paul Reinsch
Water & Wastewater Director
522 Ezra Rust Dr.
Saginaw, MI 48601
989.759.1643
PReinsch@saginaw-mi.com

PROJECT DATES:

2017-2019

PROJECT COST:

$35,000

KEY PERSONNEL:

Vic Cooperwasser, PE
Project Manager

Gene Jones, PE
Electrical Engineer

PROJECT RELEVANCE:

- Example of Tetra Tech's asset management expertise
- Focused solely on electrical systems

WATER PUMP STATIONS CHEMICAL & SCADA UPGRADES

Kalamazoo, MI



The Kalamazoo Water Supply System is the largest groundwater-based drinking water system in Michigan. It provides limited treatment using chlorine, fluoride, and phosphate additives. It has 17 active wellfields and 16 pumping stations. Two of these are equipped with air strippers and iron removal capabilities. On an average day it produces 20 mgd. The maximum amount pumped in a single day in 2018 was 34 mgd. It serves almost 200,000 customers located in 11 jurisdictions. There are 10 pressure service districts and 9 water storage facilities.

The City currently uses sodium hexametaphosphate for iron sequestration and corrosion control in the drinking water system. In 2016 Tetra Tech completed an analysis that recommended using a blend of orthophosphate and polyphosphate for all 16 pumping stations.

Tetra Tech recently designed improvements to the Supervisory Control and Data Acquisition system. Because of our experience in both the chemical process and SCADA requirements for this project, the City reached out to Tetra Tech to design upgrades to the phosphate storage, chemical pumps, and antiquated instrumentation and electrical controls at 15 pump stations. Out of those pump stations, only one was not included because improvements are already being constructed.

Improvements will include potential changes to the chemicals the City uses for corrosion control. In addition, Tetra Tech will design an automated system to allow for real-time measurement of chemicals in the water and treatment of the water. The improvements will be constructed by dividing the 15 upgrades into two construction contracts.

CLIENT REFERENCE:

City of Kalamazoo, MI
Anna Crandall, PE
Assistant City Engineer
Water Resources Division
415 Stockbridge Ave.
Kalamazoo, MI 49001
269.337.8055
crandalla@kalamazoocity.org

PROJECT DATES:

2019-ongoing

PROJECT COST:

Fee: $1,136,000

Construction: $6,500,000

KEY PERSONNEL:

Vic Cooperwasser, PE
Project Manager

James Christopher, PE, BCEE
Process Lead Engineer

Ben Whitehead, PE
Design Engineer

Gene Jones, PE
Electrical Engineer

PROJECT RELEVANCE:

- Largest groundwater-based drinking water system in Michigan
- Evaluation of impact of using new water treatment chemicals on corrosion in the water distribution system
- Chemical feed rates adjusted in real time through SCADA system

GRANULATED ACTIVATED CARBON PILOT STUDY

Cohasset, MA



The Cohasset Water Department provides potable water to more than 7,500 service area residents. The Town's water system consists of two surface water reservoirs (Lilly Pond and Arron River Reservoir), the Lily Pond Water Treatment Plant, over 40 miles of 6- to 8-inch diameter distribution system piping, and two water storage tanks. The safe yield of the surface water supplies is 5.2 million gallons per day (MGD). The current maximum day demand of the service area is 1.5 MGD.

The Town's single surface water source is treated by a conventional coagulation-clarification-filtration treatment process with free chlorine disinfection at the Lily Pond Water Treatment Plant. The process consists of fine screens, coagulation, flocculation, filtration, corrosion control chemical addition, disinfection, and fluoridation. The natural organic matter present in the Lily Pond and Aaron River Reservoir source waters reacts with the chlorine disinfectant to form regulated disinfection byproducts (DBPs). The level of organic matter, measured as total organic carbon (TOC), varies with season and with the source composition within the reservoir.

Although the Cohasset water system is currently in compliance with the Stage 2 Disinfectants and Disinfection Byproducts (D/DBP) rule, the potential for exceedance still exists particularly for total trihalomethanes (TTHMs) during the summer season when higher TOC levels and temperatures can drive their formation. In response, the Town requested that Tetra Tech assist with developing and evaluating alternative DBP control strategies and provide recommendations for an effective DBP control strategy. Based upon the results, Tetra Tech determined that at least 50% of organic DBP precursor removal was needed to reduce the DBP formation and improve the overall water quality of the Lily Pond finished water. Of the alternatives investigated, granular activated carbon (GAC) is a proven and effective technology for controlling DBP formation. Additionally, GAC can remove trace organics, including regulated PFAS compounds.

GAC Pilot Study

Tetra Tech prepared a testing and sample collection and analysis plan that was submitted to the Massachusetts Department of Environmental Regulation to obtain a pilot testing permit. Tetra Tech arranged for and leased the pilot column system used for the pilot test. Filtrasorb 400 granular activated carbon was tested at an EBCT of 10-15 and 20 minutes using two sets of 4 foot columns in series. Tetra Tech assisted the Town in conducting the GAC pilot study from August 2020 through January 2021 by

CLIENT REFERENCE:

Town of Cohasset, MA
Jason Federico
Engineer, Cohasset Water Department
39 King St.
Cohasset, MA 02025
781.383.0057
JFederico@cohassetma.org

PROJECT DATES:

2020-2021

PROJECT COST:

Fee: $146,000

KEY PERSONNEL:

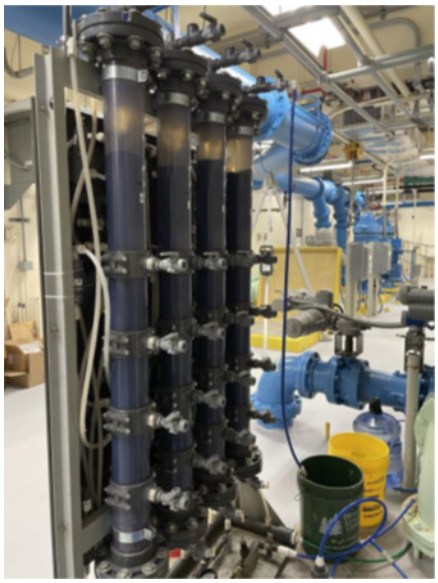
James Christopher, PE, BCEE
Process Lead Engineer

PROJECT RELEVANCE:

- Evaluation of DBP and PFAS treatment technologies using bench and pilot testing
- Assessment of treatment performance and operational requirements of integrating GAC treatment
- Development of full-scale design recommendations and preliminary capital and operating costs

GRANULATED ACTIVATED CARBON PILOT STUDY

Cohasset, MA



collecting the data necessary to assess the treatment performance and operational requirements of integrating GAC treatment downstream of the existing filtration process at the Lily Pond Water Treatment Plant. The GAC treatment is intended to perform as a polishing process to remove additional dissolved organic carbon (DOC) from the treated, filtered water to reduce formation of DBPs in the distribution system and remove trace organic compounds, such as Per- and polyfluoroalkyl substance (PFAS).

Over the course of the pilot, our team conducted weekly water quality sample collection and operational monitoring to gauge treatment performance. The sampling and analysis included routine operating parameters (temperature, pH, alkalinity, total organic carbon, UV 254 absorbance) twice per week and supplemental sampling for 6 regulated PFAS compounds, arsenic and disinfection byproduct formation potential. The data was then analyzed to determine the organic removal efficiency for DBP control and develop recommendations relative to the design of a full-scale system in terms of the DOC removal required, EBCT, bed depth, and carbon change-out frequency.

The pilot test results indicated that GAC treatment could achieve the required DBP precursor removal and Tetra Tech provided the Town with full-scale design recommendations, as well as preliminary capital and operating costs. Tetra Tech was contracted by the Town to provide the basis of design, final design, bidding and permitting services required to implement the full-scale design. The full-scale project includes furnishing and installing three 40,000 pound GAC contactors housing in a climate controlled building with space for a fourth future contactor, transfer wet well and pumping system, backwash water supply and handling of the spent backwash water.

PFAS Treatability Investigation and Treatment System Design



The Town's second source of water supply is a shallow aquifer ground water well field. Initial sampling of the groundwater after Massachusetts established an MCL for the combined concentration of six PFAS compounds indicated they were close to exceeding the 20 ng/L limit. Subsequent sampling indicated the total concentration was exceeding the MCL. Under a separate contract, Tetra Tech supported the Town's implementation of a Massachusetts Department of Environmental Protection PFAS grant, under the PFAS Grant/Reimbursement Program Round 2. The grant provided for testing of treatment methodologies to reduce PFAS below the MCL and to prepare a design for the full-scale facilities. The grant provided a limited time period within which the testing and design could be completed. Therefore, Tetra Tech decided to test GAC and an anion exchange resin using a rapid small-scale column test (RSSCT). Tetra Tech developed the testing plan, determined the parameters to be used for the RSSCT and analyzed the results of the testing. IX proved to be the most cost effective method for PFAS removal based upon the results of the testing. Tetra Tech prepared design plans and specifications for additional treatment to reduce the levels of PFAS6 at the Ellms Meadow Wellfield prior to distribution. The design included pre- and post cartridge filtration, a set of IX vessels operating in series and booster pumps to provide the required flow and pressure to maintain output to the distribution system. Our Scope of Work included technical support, engineering design, and permitting for the investigation, development and implementation of PFAS treatment alternatives at the wellfield, which provides approximately 15% of the Town's water supply.

ALEXANDER ORR WTP & SOUTH MIAMI-DADE WATER SUPPLY SYSTEMS

Miami, FL



Tetra Tech assisted the Miami-Dade Water and Sewer Department with the renewal, improvement, and process optimization for the South Dade water system, including its largest water treatment plant. The 214-mgd Alexander Orr, Jr. (Orr WTP) is one of the largest water treatment plants in the southeastern United States. The Orr WTP treats Biscayne Aquifer water with lime softening, filtration, and disinfection. This project was established to identify and implement project needs to maintain efficient operation of the Orr WTP which provides potable water to much of Miami-Dade County.

Tetra Tech assisted in the preparation of the facility assessment, which included the evaluation and recommendation of equipment repairs, replacements and/or improvements, associated planning-level cost estimates and a prioritization schedule of the identified facility needs for the Orr WTP. The purpose of the facility assessment was to produce a descriptive, prioritized schedule of required renewal and replacement (R&R) projects, capital projects, and operation and maintenance (O&M) projects to assist MDWASD personnel to continue to effectively operate the facility and meet permit requirements.

Tetra Tech assisted with the development of the basis of design, construction contract documents, cost estimates, permitting, and construction phase services for the Orr WTP Lime Kiln Upgrade. Construction phase services included bidding, construction administration, inspection, start-up and project close-out services.

CLIENT REFERENCE:

Miami-Dade Water and Sewer Department, FL
Rafael Terrero, PE, BCEE
3071 SW 38 Ave., Suite 515
Miami, Fl 33146
786.552.8112
Terrero@miamidade.gov

PROJECT DATES:

2010-2017

PROJECT COST:

$1,100,000

Process Optimization Study: $155,000

KEY PERSONNEL:

James Christopher, PE, BCEE
Project Manager

PROJECT RELEVANCE:

- Upgrade for one of the largest and oldest lime softening plants in southeastern US
- Developed a prioritization schedule of facility needs
- Water supply source treated by lime softening and chloramines
- Corrosion stabilization chemical use minimized through bypass blending of raw water

ALEXANDER ORR WTP & SOUTH MIAMI-DADE WATER SUPPLY SYSTEMS

Miami, FL

Tetra Tech assisted with the completion of a process optimization study for the Orr WTP. The scope of services provided by Tetra Tech included attendance at the kickoff meeting, attending a facility tour, interviewing and shadowing the treatment plant operators for a day, and review of historical raw water quality, chemical usage, power usage and finished water quality data. From the data, the regulations, the determination of optimum parameters for lead and copper corrosion control from the Miami Dade Health Department and the quality produced at other Miami Dade treatment facilities serving the distribution system, Tetra Tech developed a set of raw water quality goals for the finished water that would be used for the optimization study.

Tetra Tech was responsible for performance of bench scale testing at the Orr WTP, which included lime slaking tests of the purchased and recalcined lime, chlorine demand and decay curves, disinfection by-product formation potential curves, jar testing of lime, coagulant and polymer to determine optimum doses, carbon dioxide doses for post softening stabilization and pH control, raw water blending for stabilization and chemical reduction, enhanced coagulation to determine feasibility of changing from chloramines to a free chlorine residual.

The Tetra Tech RTW Corrosion Model was used in the study for estimation of chemical feed rates, calculation of Langelier Saturation Index and calcium carbonate precipitation potential. Field testing of the actual process operation of the softening units was performed using differing lime doses, operating pH and recarbonation rates and particle settling velocities were determined using a settling column. The results of the field investigation and bench scale testing were summarized in the optimization study report. Tetra Tech also assisted with the development of alternatives for improvement of the finished water quality and maintaining the rated capacity of the facility and reviewed the cost estimates that were prepared for each alternative.



INTERIM WATER FACILITIES PLAN

Miami, FL



The Miami-Dade Water and Sewer District (MDWASD) was faced with a number of water supply decisions related to the age of its treatment facilities, projected water demands, and water use permit implications. Tetra Tech conducted an analysis to provide guidance on investment in the water system. The study was broken into two parts corresponding to the north and south portions of the MDWASD water service area.

In the north, water is provided by the Hialeah WTP (60 MGD) and Preston WTPs (165 MGD). Although the WTPs operate independently, they are located across the street from each other and have an interconnected water supply. The WTPs are planned to be replaced by a single regional facility in the west, and the purpose of this analysis was to determine the level of investment required to keep the two facilities operating for the next 20 years. The focus of the analysis was to determine if the two WTPs should continue to operate independently or consolidated onto the Preston WTP site. The review included a high-level condition analysis and capacity analysis to determine the level of capital investment required for each scenario. The system capacity analysis used historical work order and operational data to determine the available treatment capacity based on probabilities of critical treatment processes being out of service.

Capital improvements were developed for each scenario that considered refurbishing significant parts of the Hialeah WTP against expanding capacity at Preston. One future condition affecting both alternatives was increased reliance on well fields in the west that alter the overall quality of the raw water. Operations and maintenance costs were also evaluated and a life cycle analysis for each alternative was used to determine the optimal solution. The analysis determined that continued independent operation of the WTPs was the most economical solution.

A portion of the lime sludge generated at both facilities is recalcined using a lime kiln at the Hialeah WTP. A separate present value analysis was conducted to determine if continued operations of the lime kiln was preferable to the costs of trucked lime and increased sludge disposal costs. The analysis determined that continued operations of the lime kiln was the best alternative.

CLIENT REFERENCE:

Miami-Dade Water and Sewer Department, FL
Josenrique Cueto
Assistant Dir., Planning and Regulatory Compliance
3071 SW 38th Ave.
Miami, FL 33233
786.552.8884
josenrique.cueto@miamidade.gov

PROJECT DATES:

2018-2019

PROJECT COST:

$690,900

KEY PERSONNEL:

James Christopher, PE
Technical Engineer

PROJECT RELEVANCE:

- System-wide Water Treatment Facilities Analysis
- Capital Investment Analysis
- Treatment Capacity Analysis
- Capital Improvements Developments
- O&M Cost Savings Review
- » Construction Deferment Analysis

PFAS TREATMENT SYSTEMS ON-CALL SERVICES

Orange County, CA



Tetra Tech is working with the Orange County Water District (OCWD) to develop treatment systems to remove PFAS from groundwater wells to provide clean, safe drinking water. OCWD is "Orange County's Groundwater Authority". OCWD manages a vast groundwater basin that provides most of northern and central Orange County's drinking water. As part of its groundwater management, OCWD maintains one of the world's most advanced aquifer recharge systems to replace the water that is pumped from wells belonging to local water agencies, cities and other groundwater users.

In February 2020 California established advisory response levels for two PFAS compounds, and as a result, more than 40 wells were taken out of service due to PFAS contamination. Tetra Tech provided design, permit assistance, and construction management services for three OCWD water agencies: City of Fullerton, Serrano Water District, and Yorba Linda Water District (YLWD), helping to restore critical drinking water sources for thousands of California residents.

Our work included designing the largest ion exchange plant treating PFAS in the United States—a first-of-its-kind treatment facility consisting of 11 ion exchange systems, a 25-million gallon-per-day booster pump station, and an upgraded onsite chlorine generation system. The YLWD headquarters plant now runs as the largest ion exchange plant treating PFAS in the United States.

Tetra Tech designed extensive new facilities, which were required to be constructed on an existing operating site. Additionally, our experts provided new electrical and gas services to meet county requirements. Tetra Tech initiated the design in May 2020 and the plant began producing water on December 21, 2021.

Environmental Business Journal recognized Tetra Tech with a Project Merit Award for supporting OCWD in developing PFAS treatment systems to purify groundwater that meets California advisory levels for drinking water. The program will construct treatment facilities for 66 affected wells in Orange County. Tetra Tech has completed the design of the following four projects as part of OCWD's program.

CLIENT REFERENCE:

Orange County Water District, CA
Chris Olsen, PE
Director of Engineering
18700 Ward St.
Fountain Valley, CA 92708
714.378.3232
colson@ocwd.com

PROJECT DATES:

2020-ongoing

PROJECT COST:

Yorba Linda Water District
Headquarters Plant
Fee: $2,789,000
Construction: $32,500,000

Fullerton Kimberly Well 1A
Fee: $492,000
Construction: $3,700,000

Fullerton Main Plant
Fee: $1,131,000
Construction: $11,300,000

Serrano WTP
Fee: $824,000
Construction: $6,200,000

KEY PERSONNEL:

Steve Tedesco, P
Project Manager

Kara Buttacavoli, PE
Project Engineer

James Christopher, PE
PFAS Engineer

PROJECT RELEVANCE:

- Largest ion exchange plant design in the U.S. treating PFAS
- PFAS treatment systems design that enabled 10 PFAS contaminated wells to resume service
- Design and construction of County's first PFAS plant in only 13 months

PFAS TREATMENT SYSTEMS ON-CALL SERVICES

Orange County, CA

Yorba Linda Water District Headquarters Plant (In Operation)

This system will treat water from 10 wells with a total capacity of 17,400 GPM. An IX System consisting of 11 pairs of Lead/ Lag Vessels (22 vessels total), bag filter pretreatment, Booster Pump Station, and new Onsite Generation System for chlorine disinfection. To get the system on the existing site an extensive analysis of the site improvements was completed. Tetra Tech hosted several virtual tours/walkthroughs of the new facilities. Our design team engineered solutions using 3D BIM which could then easily transmitted to a virtual reality platform and stored on a secure cloud for participants to access. This allows for multiple users from remote locations in the same model. We delivered virtual reality headsets to the client and scheduled the virtual tour, providing training and navigating clients and stakeholders. Virtual tours allow clients to have a more thorough understanding of the design, improves collaboration, and enables quality feedback to validate decisions.

Kimberly Well 1A Water Treatment Plant (In Operation)

Located on a very small site with a single well this facility is designed to produce 3,000 GPM using an IX System with a bag filter pretreatment and new chemical feed system for disinfection Tetra Tech is providing design and construction services for the Fullerton Kimberly Well 1A PFAS WTP including the following:

- Connections to Kimberly Well 1A
- A treatment system of 2 pairs of IX vessels (4 total)
- A prefilter system for an IX system
- Pipeline connection to the distribution system
- Connection of system instrumentation to Fullerton's existing SCADA system

Fullerton Main Plant Water Treatment Plant

Tetra Tech is providing design and construction services for the site which has the following wells: Well 3A – 2,250 GPM, Well 4 – 1,400 GPM (currently being rehabilitated), Well 5 – 1,500 GPM, Well 6 – 1,400 GPM, Well 7 – 1,700 GPM (off-line), Well 8 – 2,500 GPM, and Well 7A – Proposed. Five of the wells (4, 5, 6, 7 and 8) produce water with TCE and other VOCs. Wells with higher concentrations of TCE are blended with wells with lower concentrations of VOCs in a blending forebay structure. Fullerton has an approved blending as part of their Division of Drinking Water (DDW) permit. Well 3A pumps directly to the distribution system and Well 7 can pump to either the forebay or the distribution system. Tetra Tech is providing design and construction services including:

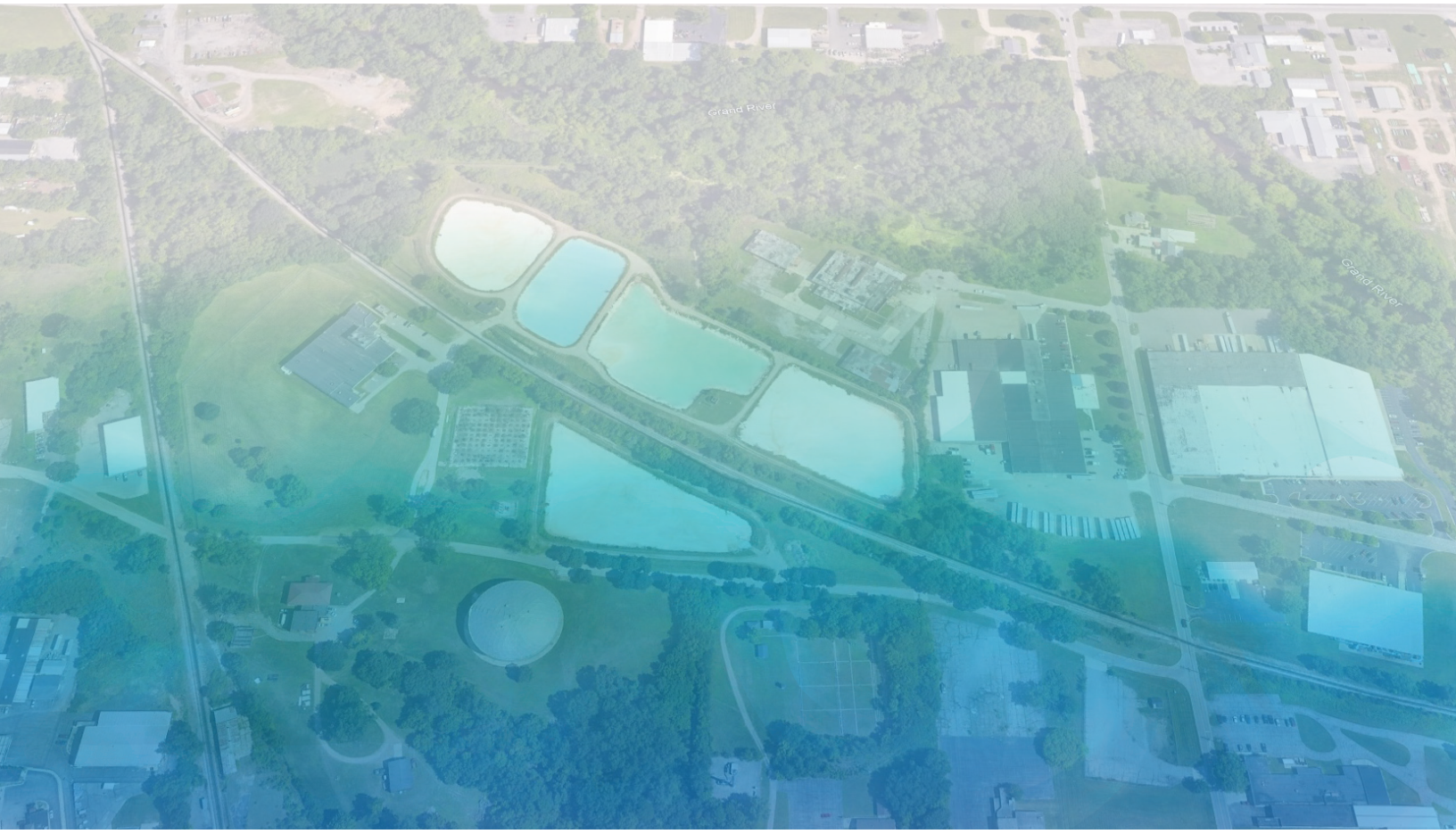
- Connections and pipeline routing from the wells to the PFAS Treatment System
- A treatment system of 8 pairs of IX vessels (16 total) or 10 pairs (20 total) for GAC
- A prefilter system for an IX option
- A GAC backwash tank and GAC waste tank for the GAC option
- Pipeline connections to the distribution system and the sanitary sewer system
- Connection of system instrumentation to Fullerton's existing SCADA system

Serrano Water Treatment Plant (In Operation)

This project consists of a 3,000 GPM IX System with a bag filter pre-treatment, 3,000 GPM Booster Pump Station and new chemical feed system for disinfection. Tetra Tech is providing design and construction services for the Serrano PFAS WTP including:

- Connections to Well No. 5 and Well No. 7
- A treatment system of 3 pairs of IX vessels (6 total) or 8 pairs (16 total) for GAC
- A prefilter system for an IX option
- Provisions to deal with the high dissolved oxygen in the well water at the plant
- A GAC backwash tank and GAC waste tank for the GAC Option
- Pipeline connections to the distribution system and the sanitary sewer system
- Connection of system instrumentation to Serrano Water Districts existing SCADA system

CITY OF JACKSON MICHIGAN



F. Project Staff Description

TETRA TECH

F. Project Staff Description

We understand the importance of a readily available and accessible staff. Tetra Tech's team is dedicated to working closely with your staff on this project. Our staff is readily accessible and available to meet with your staff day or night, weekdays or weekends. We do not simply make this promise—we have demonstrated it as an ongoing facet for each of our Jackson projects.

The organization chart below presents your dedicated Jackson WTP team and is followed by their resumes.



Key Staff Summary

NATIONAL EXPERTS – *LOCAL PRESENCE*



VIC COOPERWASSER, PE
Project Manager/Cost Analysis

Mr. Cooperwasser has almost 50 years of experience in report preparation, design, specifications and contract documents, and construction coordination. He has served as the Project Manager for major water and wastewater study, design, and construction administration projects. He also specializes in economic studies that compare the cost-effectiveness and impact of capital and recurring operation, maintenance, and replacement costs on rate payers. His first major professional engineering project was to serve as the Project Engineer for the design and construction administration of the existing Jackson WTP, built approximately 50 years ago.



BEN WHITEHEAD, PE
Process Analysis/Planning

Mr. Whitehead has over 20 years of high-level water infrastructure project management and process experience. His experience includes facility evaluation, hydraulic analysis, site plans, pumping and treatment processes, preparation of construction plans and contract documents, and field resident construction representation. He has served the City of Jackson as a trusted advisor on a wide array of projects at the WTP.



JAMES CHRISTOPHER, PE, BCEE
Process Analysis/Planning

Mr. Christopher is a vice president and Tetra Tech's national drinking water treatment practice leader. His knowledge of water chemistry and water infrastructure design makes him highly qualified in defining, evaluating, and implementing water quality solutions to the most challenging problems, including PFAS reduction. Mr. Christopher has assisted Jackson WTP staff in responding to EGLE technical requests.



LESA RICHARDSON, CHMM
Source Water/PFAS Investigation

Ms. Richardson has over 20 years of hydrogeologic experience. One of her specialties is supporting municipalities as they comply with the Michigan Department of Environment, Great Lakes and Energy (EGLE) wellhead protection area (WHPA) and delineation and programs (WHPP)'s regulatory requirements. Specific tasks related to this work includes reviewing existing data; developing conceptual hydrogeological models; field verification of regional water levels; and, modeling the regional groundwater surface and well field capture zones by analytical and numerical methods. She supported the City of Jackson in the preparation of the recent WHPA.



GENE JONES, PE
Electrical/SCADA Engineer

Mr. Jones is experienced in the design of complex electrical and process instrumentation systems for industrial facilities and municipal water and wastewater facilities. Projects range in complexity from simple sewage lift stations and water well houses to water and wastewater treatment facilities. He has served the City of Jackson as a trusted advisor for electrical, instrumentation and SCADA for over two decades. He has provided 24/7 on-call emergency support for the water treatment plant's personnel.



MICK JONES, PE
Electrical/SCADA Engineer

Mr. Jones is experienced in the assessment and design of real-time process control systems for water and wastewater facilities. Projects range in complexity from simple water recirculation pump stations to complete WTPs. He is responsible for directing projects through construction, start-up of interface and computer network systems and owner personnel training. Mr. Jones has served the City of Jackson as a trusted advisor for SCADA and programming services. Mick manages all of the Tetra Tech SCADA staff who are available to deliver these services on an as-needed, 24/7 basis.



ALAN FLAK, PE
Structural Engineer

Mr. Flak has more than 20 years of experience with structural designs of pre-engineered building foundations, steel framed and masonry buildings, steel sheet pile and concrete retaining walls, and underground water and wastewater structures. Structure types worked on include storage tanks, clarifiers, siphon chambers, diversion structures, equalization basins, oxidation ditches, and flow split structures. Mr. Flak has worked with Jackson WTP staff on new dehumidification system and the high service pump building wall evaluation

VIC COOPERWASSER, PE
Project Manager/Cost Analysis



Mr. Cooperwasser is responsible for delivering the technical leadership of the water and wastewater engineers assigned to projects. He has almost 50 years of experience in report preparation, design, specifications and contract documents, and construction coordination. Mr. Cooperwasser has served as the Project Manager for major water and wastewater study, design, and construction administration projects. He also specializes in economic studies that compare the cost-effectiveness and impact of capital and recurring operation, maintenance, and replacement costs on rate payers.

EDUCATION:
BS, Civil Engineering, Cornell University, 1969

REGISTRATIONS/ CERTIFICATIONS:
Professional Engineer: Michigan, No. 24713

PROFESSIONAL AFFILIATIONS:
American Water Works Association – Member Rates and Charges Committee

OFFICE LOCATION:
Ann Arbor, MI

YEARS OF EXPERIENCE:
50

YEARS AT TETRA TECH:
46

PROJECT EXPERIENCE

CITY OF JACKSON, MICHIGAN

Source Water

- Wellhead protection area (WHPA) and delineation and programs (WHPP)

Water Treatment Plant

- Project engineer for the 1974 water treatment plant
- EGLE Sanitary Survey Responses
  - » Ferric Chloride Injection Point Analysis
  - » Backwash Contingency Plan
- Backup chlorination system
- Sodium hydroxide system replacement
- Ground water storage tank valve replacement
- High service pump building wall evaluation
- SCADA hardware and control room updates
- SCADA software upgrade
- Motor control center upgrade
- Dehumidification system
  - » Feasibility study addressing humidity control in the pipe gallery
  - » Piping was corroding in multiple locations with corrosion substantial enough to cause at least one pipe leak.
- Filter pipe gallery
- Emergency SCADA services
- Lime/sodium hydroxide split treatment
- Technical

Wastewater Treatment Plant

- Contract operations superintendent and laboratory
- SCADA upgrades

VIC COOPERWASSER, PE (continued)

- Emergency SCADA services
- $3 million miscellaneous upgrades
- UV disinfection system integration
- Sludge storage tank inspection

Economic Studies

- Four comprehensive water and sewer rate studies
- Outside-city customer rate negotiations
- Sanitary sewer replacement fund study
- Stormwater rate study

CITY OF EAST LANSING, MICHIGAN

Water Meter and AMI Reading System Design and Installation Management

$23.2M FY 2024 Drinking Water State Revolving Fund Project Plan

- Water meter and AMI reading system
- 0.5 MG ground storage
- Water main replacement
- Lead service line replacement

CITY OF KALAMAZOO, MICHIGAN

Water System

- Water pump stations, phosphate, electrical and instrumentation upgrades
- SCADA consulting services
- Water distribution system corrosion control chemical analysis
- Water pumping station No. 8

CITY OF SAGINAW, MICHIGAN

Water System

Electrical asset condition assessment and replacement cost estimates to be incorporated into the Saginaw Water System Asset Management Plan:

- Water Treatment Plant
- Kochville Raw Water Pump Station
- Three pumping stations inside the City
- Three pumping stations outside (Reese, Frankenmuth and Birch Run)

Water Treatment Plant

Security and SCADA System Upgrades

- Elevated storage tanks
- Raw and finished water booster pumping stations.
- Thermal imaging cameras with motion tracking, wireless access points, spread spectrum radio improvements to the remote sites, and fencing at the treatment plant and selected remote sites.
- Intercom stations and card access

CITY OF FORT WAYNE, INDIANA

Water Treatment Plant

- Carbonation, ammonization, sodium chlorite and chlorine systems

CITY OF PORT HURON, MICHIGAN

Drinking Water Asset Management Plan Update

- Successful $330,649 Michigan Department of Environment, Great Lakes and Energy grant for updating the City's Drinking Water Asset Management Planning and Distribution System Materials Inventory.
- Tetra Tech's portion is $213,800 to update the water infrastructure asset inventory, criticality assessment, level of service review, capital improvement planning and water rate revenue structure review.

BENJAMIN WHITEHEAD, PE
Process Analysis/Planning Engineer



Mr. Whitehead has over 20 years of high-level water infrastructure project management and process experience. His experience includes facility evaluation, hydraulic analysis, site plans, pumping and treatment processes, preparation of construction plans and contract documents, and field resident construction representation. He has served the City of Jackson as a trusted advisor on a wide array of projects at the WTP.

PROJECT EXPERIENCE

CITY OF JACKSON, MICHIGAN

Water Treatment Plant

- EGLE Sanitary Survey Responses:
  - » Ferric Chloride Injection Point Analysis
  - » Backwash Contingency Plan
- Sodium hydroxide system replacement
- Ground water storage tank valve replacement
- Filter pipe gallery

CITY OF ANN ARBOR, MICHIGAN

Water Treatment Plant

- Sodium hydroxide system replacement
- Source of supply evaluation for resiliency and redundancy options
- Developed pretreatment and residuals handling needs for the recommended source of supply for the 50-MGD lime softening WTP.
- Conducted condition assessment of concrete basins, settling equipment, and residuals collection equipment and validated findings and recommendations of the Water Master Plan.

CITY OF EAST LANSING, MICHIGAN

Water Meter and AMI Reading System Design and Installation Management

CITY OF KALAMAZOO, MICHIGAN

Water System

- Water pump stations, phosphate, electrical and instrumentation upgrades
- SCADA consulting services
- Water distribution system corrosion control chemical analysis

CITY OF SAGINAW, MICHIGAN

Water Treatment Plant

- New 70-MGD high service pumping station number two at the Ezra Rust Water Treatment Plant

EDUCATION:
BA, Biosystems Engineering, Environmental, Michigan State University, 1998

REGISTRATIONS/ CERTIFICATIONS:
Professional Engineer: Michigan, No. 6201049536

PROFESSIONAL AFFILIATIONS:
American Water Works Association

OFFICE LOCATION:
East Lansing, MI

YEARS OF EXPERIENCE:
24

YEARS AT TETRA TECH:
8

BENJAMIN WHITEHEAD, PE (continued)

- New 22-MGD low service pump to deliver water from the Kochville Reservoir to the WTP.

CITY OF WYOMING, MICHIGAN

Donald K. Shine Water Treatment Plant Expansion

- Construction Manager and Resident Project Representative for 40-MGD conventional WTP constructed adjacent to and connecting with the existing treatment plant
- Design Engineer for a carbon storage and feed facility comprised of two 23,000-volt transformers, carbon slurry storage tanks, mechanical mixers, dust collector, and peristaltic metering pumps.

Distribution System

- Corrosion assessment and mitigation plan related to lead release in the water distribution system.
- Data analysis included lead and copper compliance data and multiple water quality parameters from the WTP, a booster pump station, and multiple wholesale customer meter locations throughout the distribution system.
- Regulatory evaluation to prepare the City for proposed changes to state and federal drinking water regulations.

CITY OF MUSKEGON, MICHIGAN

Water Filtration Plant Expansion

- Project Engineer for hydraulic and capacity analysis and recommendation for improved process pumping and treatment equipment
- Raw water mixing equipment, flocculation equipment and baffles, inclined plate settlers, low profile filter blocks, combination air and water filter backwash equipment, wash water clarifying and recycling system, engineered sludge drying beds and additional pumping facilities for increased capacity and redundancy, and laboratory and miscellaneous facility improvements.
- Resident Project Representative for the $15M project

Distribution System and Storage Facilities Analysis

JAMES CHRISTOPHER, PE, BCEE

Process Analysis/Planning Engineer



Mr. Christopher is a vice president and Tetra Tech's national drinking water treatment practice leader. His knowledge of water chemistry and water infrastructure design makes him highly qualified in defining, evaluating, and implementing water quality solutions to the most challenging problems, including PFAS reduction.

PROJECT EXPERIENCE

CITY OF JACKSON, MICHIGAN

Water Treatment Plant

- EGLE Sanitary Survey Responses
  - » Ferric Chloride Injection Point Analysis
- Backup chlorination system

EAST LANSING/MERIDIAN WATER AND SEWER AUTHORITY, MICHIGAN

Water Treatment Plant

- Evaluate and recommend improvements to the lime softening WTP's lime storage and feed system

CITY OF KALAMAZOO, MICHIGAN

Water System Corrosion Control Analysis

- Desktop analysis and review of the current corrosion control practices
- Investigated changing the corrosion control chemical to an orthophosphate-based solution to provide a higher level of corrosion control against lead and other metallic components within the distribution system
- Developed a recommendation relative to the product(s) that would be appropriate for the system.
- Reviewed corrosion control practices
- Liquid phosphate corrosion inhibitor recommendation included: recent lead and copper tap sampling results, water quality from each source individually and of blends, USEPA and AWWARF water quality information, and information from corrosion control treatment manufacturers

15 Water Pump Stations, Phosphate, Electrical, & Instrumentation Upgrades

- Potential changes to the chemicals the City uses for corrosion control.
- Design an automated system to allow for real-time measurement of chemicals in the water and treatment of the water
- Selection of a corrosion inhibitor product for lead corrosion control for the full-scale facilities
- Performed a bench scale lead solubility test for six weeks to test five different corrosion control products
- Prepared the testing plan, procured equipment, obtain Michigan EGLE approval, and will prepare the final report

EDUCATION:
MS, Environmental Engineering and Science, University of Central Florida, 1980

BS, Chemistry, Duke University, 1976

REGISTRATIONS/ CERTIFICATIONS:
Professional Engineer:
Florida, No. 34204
Georgia, No. 40943
Texas, No. 134780

Board Certified Environmental Engineer

PROFESSIONAL AFFILIATIONS:
American Water Works Association

American Membrane Technology Association

OFFICE LOCATION:
Orlando, FL

YEARS OF EXPERIENCE:
42

YEARS AT TETRA TECH:
32

JAMES CHRISTOPHER, PE, BCEE (continued)

CITY OF ADRIAN, MICHIGAN

Taste and Odor Study

- Reviewed treatment data for the existing facility treating a blend of surface and groundwater
- Developed alternatives for taste and odor compound reduction
- Performed bench scale jar tests using ferric sulfate coagulant, potassium permanganate and PAC on the surface water, softening the groundwater and combining the two streams before filtration

CITY OF DAYTON, OHIO

Water Supply and Treatment Facilities Master Plan

- Guide infrastructure needs, budget, and schedule of capital projects over the next 20 years
- Considered existing and developing EPA regulations, current and future water demands, and necessary adjustments to operations that will move the City on a path towards a sustainable future
- Level of service and alternatives analysis, electrical infrastructure risk mitigation, controlling water loss, analysis of staffing levels, energy survey audit, opinion of probable construction cost, energy savings, and economic analysis

Lime Reclamation Facility Improvements

- Performed a solids mass balance of the expanded facilities to determine sizing of the receiving station, thickening, blending, equalization storage and dewatering facilities to feed the lime kiln and the storage required to handle the quicklime produced

MIAMI-DADE WATER & SEWER DEPT, FLORIDA

Water Supply 20-Year Facilities Plan

- Alternatives development, analysis, and evaluation to develop the future facilities plan for the 225 MGD Hialeah-Preston water treatment plant lime softening facilities.
- Performed a statistical analysis using Monte Carlo simulation to assess the reliable capacity of each facility versus exceedance probability

Alexander Orr Jr. WTP

- Evaluation of 262 MGD lime softening water treatment plant: Mechanical, HVAC, electrical, and instrumentation systems
- Process Optimization Study: Bench scale testing, field testing, review of plant operating information, development of water quality goals, and development of alternatives to optimize the cost-effective operation of the lime softening and stabilization process

CITY OF ATLANTA WATERSHED MANAGEMENT DEPARTMENT, GEORGIA

Water System 50-Year Master Plan

- Two intake structures, two raw water pumping stations, three reservoirs, three treatment plants with a total permitted capacity of 246.5 MGD, 15 pump stations, 12 storage tanks, 5 major administrative facilities and approximately 2,700 miles of water mains
- Analyzed system-wide and plant redundancy and reliability constraints and pressure zone refinement
- WaterCAD hydraulic model was developed to evaluate 3,000 miles of pipes

UNIVERSITY OF MICHIGAN, ANN ARBOR, MICHIGAN

City Water Analysis Study

- Corrosion control water analysis study to assess plumbing system failures on the University of Michigan main campus, especially of copper and brass in the domestic hot water system
- Review of existing records, survey of the University maintenance staff, collection and materials analysis of failed plumbing fixtures, and onsite water quality sampling
- Analyzed data and prepared report explaining evidence in support of observed plumbing failure mechanisms including dezincification of brass, corrosion of tin solder joints, scaling by zinc and copper solids, and general copper corrosion
- Evaluated nine corrosion control alternatives, including phosphate corrosion inhibitor addition, estimated implementation costs, and presented a plan for pilot testing phosphate inhibitors as the preferred corrosion control approach

JAMES CHRISTOPHER, PE, BCEE (continued)

CITY OF COLORADO SPRINGS, COLORADO

Pine Valley and McCullough WTPs Facility Plan

- Review and condition assessment of the assets at these two existing surface water treatment plants
- Updated hydraulic analysis of the facilities
- Process performance analysis
- Capital improvements plan

ORANGE COUNTY WATER DISTRICT, ORANGE COUNTY, CALIFORNIA

PFAS

- Design the first three PFAS projects (six affected wells) as part of their program to construct treatment facilities for 66 affected wells in Orange County

TOWN OF COHASSET, MASSACHUSETTS

GAC Pilot Test

- Developed testing plan and a granular activated carbon (GAC) pilot program to test the removal of total organic compounds (TOC) from the filtered water at the Lily Pond surface water treatment plant to reduce the level of disinfection byproducts within the distribution system
- Testing program also included limited sampling of PFAS compounds in the pilot column feed and effluent

PORT ST. LUCIE, FLORIDA

James E. Anderson WTP

- Construction of seven Floridan aquifer supply wells, one blend well, and the addition of seven 2.0 MGD reverse osmosis skids, addition of feed and blend micron filters, expansion of the chemical feed system, and expansion of the degasification and odor control facilities to increase the capacity in three construction milestones from 6.0 to 22.0 MGD

LTC Reverse Osmosis WTP Storage & Pumping Phase

- Designed storage and pumping facilities, including reverse osmosis treatment facilities to be constructed in a subsequent phase

Prineville Reverse Osmosis WTP

- Construction of three Floridan aquifer supply wells, construction of a new 4.0 MGD reverse osmosis treatment facility expandable to 10.0 MGD on the site of the City's existing 6.85 MGD lime softening water treatment plant, integration of the facilities, blending of the finished waters, a new utilities administration building, and concentrate disposal via deep well injection
- Added three 2.0 MGD reverse osmosis skids, micron filters, new chemical bulk storage tanks, high-service pumps, and degassifier

BARTOW, FLORIDA

7.0 MGD Lime Softening WTP

- Process design, raw water supply, site layout, and design oversight for the new lime softening plant

LEE COUNTY, FLORIDA

Corkscrew Lime Softening WTP Expansion

- Preliminary and final design, permitting, and construction administration services for the expansion of the existing 10.0 MGD lime softening plant to 15.0 MGD
- Design of a new aerator, lime silo and slaker, solids contact unit, recarbonation basin, dual media filters, and the expansion of chemical feed, transfer pumping, and sludge lagoon systems

LESA RICHARDSON, CHMM, CPG

Source Water/PFAs Investigation



Ms. Richardson has over 20 years of hydrogeologic experience. One of her specialties is supporting municipalities as they comply with the Michigan EGLE wellhead protection area (WHPA) and delineation and programs (WHPP)'s regulatory requirements. Specific tasks related to this work includes reviewing existing data; developing conceptual hydrogeological models; field verification of regional water levels; and, modeling the regional groundwater surface and well field capture zones by analytical and numerical methods. Uses GIS to analyze, and present, data associated with wellhead area delineation projects. A second relevant specialty is hydrogeologic evaluations. Specific responsibilities include interfacing with clients and regulators; and coordinating staff and subcontractors for the well site selection; subsurface investigation: drilling oversight; well design; aquifer test design and implementation; aquifer analysis; and, report preparation. Lesa is familiar with all types of aquifers: confined, leaky confined, unconfined, unconsolidated, bedrock, buried stream channels; and aquifers with boundary conditions, no-flow or constant head.

EDUCATION:
Geographic Information Systems Certification, Pennsylvania State University, 2003

BS, Geology, Eastern Michigan University, Ypsilanti, Michigan, 1997

REGISTRATIONS/ CERTIFICATIONS:
Certified Professional Geologist, No. 16289

American Institute of Professional Geologists, 2009

OFFICE LOCATION:
Ann Arbor, MI

YEARS OF EXPERIENCE:
23

YEARS AT TETRA TECH:
21

PROJECT EXPERIENCE

CITY OF JACKSON, MICHIGAN

Source Water

- Wellhead protection area (WHPA) and delineation and programs (WHPP)
- Implement and update WHPP documents.
- Delineated and received EGLE approval of wellhead protection areas

CITY OF BRIGHTON, MICHIGAN

Source Water

- Wellhead protection area (WHPA) and delineation and programs (WHPP)
- Implement and update WHPP documents.
- Delineated and received EGLE approval of wellhead protection areas

Water Treatment Plant

- Hydrologic evaluation

CITY OF BESSEMER, MICHIGAN

Source Water

- Wellhead protection area (WHPA) and delineation and programs (WHPP)
- Delineated and received EGLE approval of wellhead protection areas

CITY OF PETOSKEY, MICHIGAN

Source Water

- Wellhead protection area (WHPA) and delineation and programs (WHPP)
- Delineated and received EGLE approval of wellhead protection areas
- Two water supply development projects

LESA RICHARDSON, CHMM, CPG (continued)

CONFIDENTIAL CLIENT, MICHIGAN

PFAS Site Investigation and Interim Measures Implementation

- Project Manager and Lead Hydrogeologist PFAS site investigation and interim measures implementation at former paper mill facilities in Michigan.
- Facilities include former mills, former wastewater treatment facilities and landfills.
- Investigation activities included the collection of samples of a variety of matrices for PFAS analysis included drinking water, groundwater, surface water, soils, and residuals (paper, pulp, sludge, slag and resin).
- In addition to traditional drilling techniques, an amphibious craft was used to collect sediment from former wastewater treatment settling basins.
- Forensic analysis of PFAS analytical results were used to understand sources of PFAS.
- Evaluation of interim measures to develop, screen, and evaluate select alternatives for remedial actions is ongoing.

GENE JONES, PE
Electrical/SCADA Engineer



Mr. Jones is experienced in the design of complex electrical and process instrumentation systems for industrial facilities and municipal water and wastewater facilities. Projects range in complexity from simple sewage lift stations and water well houses to water and wastewater treatment facilities. He has served the City of Jackson as a trusted advisor for electrical, instrumentation and SCADA for over two decades. He has provided 24/7 on-call emergency support for the water treatment plant's personnel.

EDUCATION:
BS, Electrical Engineering, Western Michigan University, 1986

REGISTRATIONS/ CERTIFICATIONS:
Professional Engineer: Michigan, No. 46202

OFFICE LOCATION:
Ann Arbor, MI

YEARS OF EXPERIENCE:
35

YEARS AT TETRA TECH:
34

PROJECT EXPERIENCE

CITY OF JACKSON, MICHIGAN

Water Treatment Plant

- Backup chlorination system
- Sodium hydroxide system replacement
- SCADA hardware and control room updates
- SCADA software upgrade
  - » Replaced entire WTP Allen-Bradley PLC-5s with Rockwell ControlLogix
  - » Updated Wonderware SCADA software and computing hardware along with system electrical improvements
  - » Improvements included increased network speed, reliability enhancements, and easier system troubleshooting
- Motor control center upgrade
- Dehumidification system
- Emergency SCADA services

Wastewater Treatment Plant

- SCADA upgrades
- Emergency SCADA services
- $3 million miscellaneous upgrades
- UV disinfection system integration

CITY OF OWOSSO, MICHIGAN

Water Treatment Plant

- Electrical/SCADA Engineer Currently implementing a four-phased approach for implementing SCADA Upgrades
  - » Computer hardware and software
  - » Remote PLC and radio system
  - » Cybersecurity and network system
  - » Filter and Distribution controls

GENE JONES, PE (continued)

CITY OF SAGINAW, MICHIGAN

Water System

- Electrical Engineer for electrical asset condition assessment and replacement cost estimates to be incorporated into the Saginaw Water System Asset Management Plan
  - » Water Treatment Plant
  - » Kochville Raw Water Pump Station
  - » Three pumping stations inside the City
  - » Three pumping stations outside (Reese, Frankenmuth and Birch Run)

Water Treatment Plant

- Security and SCADA System Upgrades
  - » Design and programming for a plant-wide security system and SCADA upgrades: elevated storage tanks, raw and finished water booster pumping stations, thermal imaging cameras with motion tracking, wireless access points, spread spectrum radio improvements to the remote sites, and fencing at the treatment plant and selected remote sites, and intercom stations and card access

CITY OF KALAMAZOO, MICHIGAN

Water System

- Water pump stations, phosphate, electrical and instrumentation upgrades
  - » Software system utilized virtualized hardware running Wonderware HMI and Historian, Redundant Terminal servers, and 10 thin clients
  - » Design, factory testing, on-site testing, software implementation, and system deployment
- SCADA consulting services

MICK JONES, PE
Electrical/SCADA Engineer



Mr. Jones is experienced in the assessment and design of real-time process control systems for water and wastewater facilities. Projects range in complexity from simple water recirculation pump stations to complete WTPs. He is responsible for directing projects through construction, start-up of interface and computer network systems and owner personnel training. Mr. Jones has served the City of Jackson as a trusted advisor for SCADA and programming services. He manages all of the Tetra Tech SCADA staff who are available to deliver these services on an as-needed, 24/7 basis.

PROJECT EXPERIENCE

CITY OF JACKSON, MICHIGAN

Water Treatment Plant

- SCADA hardware and control room updates
- SCADA software upgrade:
  - » Replaced entire WTP Allen-Bradley PLC-5s with Rockwell ControlLogix
  - » Updated Wonderware SCADA software and computing hardware along with system electrical improvements.
  - » Improvements included increased network speed, reliability enhancements, and easier system troubleshooting.
- Motor control center upgrade
- Emergency SCADA services

Wastewater Treatment Plant

- SCADA upgrades
- Emergency SCADA services
- $3 million miscellaneous upgrades
- UV disinfection system integration

CITY OF ANN ARBOR, MICHIGAN

Water Treatment Plant

- Project Manager for SCADA Upgrades
  - » Scheduling, execution, and staffing
  - » PLC and HMI upgrades utilizing Rockwell PLC-5 wiring migration kits to upgrade the Allen-Bradley PLC-5 controllers to Rockwell ControlLogix
  - » Upgraded the GE Proficy iFIX to Trihedral VTSCADA HMI with all new custom developed graphics following a Tetra Tech-developed standard
  - » VTSCADA is running on Tetra Tech-configured virtualized servers including triple redundancy

EDUCATION:
BS, Computer Science, Western Michigan University, 1994

BS, Electrical Engineering, Western Michigan University, 1991

REGISTRATIONS/ CERTIFICATIONS:
Professional Engineer:
Michigan, No. 45060
Florida, No. 74403
Ohio, No. 76560
Georgia, No. 43042

PROFESSIONAL AFFILIATIONS:
International Society for Measurement and Control

Institute of Electrical and Electronics Engineers

OFFICE LOCATION:
Ann Arbor, MI

YEARS OF EXPERIENCE:
28

YEARS AT TETRA TECH:
28

MICK JONES, PE (continued)

CITY OF KALAMAZOO, MICHIGAN

Water System

- Water pump stations, phosphate, electrical and instrumentation upgrades
  - Software system utilized virtualized hardware running Wonderware HMI and Historian, Redundant Terminal servers, and 10 thin clients.
  - Design, factory testing, on-site testing, software implementation, and system deployment.
- SCADA consulting services

BAY COUNTY DEPARTMENT OF WATER AND SEWER, MI

Water Treatment Plant

- Server upgrade to a Wonderware System Platform 2017 Update 3. New system runs on a virtualized environment consisting of two physical servers, six virtual servers, five workstations, and three touch screens.

CITY OF HOLLAND, MICHIGAN

Water Treatment Plant, Water Distribution System, and Water Reclamation Facility (WRF)

- High-Performance Human/Machine Interface Phases
  - 1: Graphics and objects within Application Server that could be used by all three departments
  - 2. Converted graphics to the new standards starting with the WRF. Then moved to the lift station and the distribution systems, converting graphics and developing a few custom graphics to accommodate the variance between the WRF and the distribution system.
  - 3. Migrated the WTP's graphics to the High-Performance standard and developed templates to provide flexibility for the facilities to maintain independence.

CITY OF WYOMING, MI

Water Treatment Plant

- SCADA design for a System Platform 3.0 SCADA system, including the South Treatment Facility, which increased capacity by 80 MGD.
- System included eight new servers with redundancy in the North and South facilities, a historian for data storage, trending, and reporting, and a remotely deployed engine for the remote metering and pumping facilities.
- Control system consisted of 13 new Allen-Bradley ControlLogix PLCs with over 3,000 new input/output points. HMI and PLC objects designed for simple updates and changes, an easy-to-use operator interface, and additional functionality leveraging object models.
- Controls strategies included filter backwash sequence, flow train diversion, sludge treatment, chemical flow pacing, and various pumping scenarios.
- WTP monitors Chlorine Contact Time through PLC logic, enabling identification of water areas where more chlorine needs to be added.

ALAN FLAK, PE
Structural Engineer



Mr. Flak has more than 20 years of experience with structural designs of pre-engineered building foundations, steel framed and masonry buildings, steel sheet pile and concrete retaining walls, and underground water and wastewater structures. Structure types worked on include storage tanks, clarifiers, siphon chambers, diversion structures, equalization basins, oxidation ditches, and flow split structures.

EDUCATION:
BS, Civil Engineering, Michigan State University, 2000

REGISTRATIONS/ CERTIFICATIONS:
Professional Engineer:
Michigan, No. 6201052179
Ohio, No. 70480
Alabama, No. 29291
Florida, No. 74203
North Carolina, No. 038852
Missouri, No. 2013012620
Colorado, No. 0057371

OFFICE LOCATION:
Brighton, MI

YEARS OF EXPERIENCE:
23

YEARS AT TETRA TECH:
22

PROJECT EXPERIENCE

CITY OF JACKSON, MICHIGAN

Water Treatment Plant

- High service pump building wall evaluation
- Dehumidification system
  - » Feasibility study addressing humidity control in the pipe gallery
  - » Piping was corroding in multiple locations with corrosion substantial enough to cause at least one pipe leak
  - » Structural portion of the project included new foundation pad for the new exterior mechanical equipment, new wall penetrations for the ducts to come into the plant, and miscellaneous concrete repairs in the area

CITY OF DAYTONA BEACH, FLORIDA

Water Storage

- Structural Engineer for potable water ground storage
  - » Masonry building on spread footings with a cold formed steel roof truss
  - » Steel framed monorail hoist system and a pump trench
  - » Two exterior pads for flow meter stations
  - » Precast concrete above ground storage tank

CITY OF MOUNT CLEMENS, MICHIGAN

Water Treatment Plant

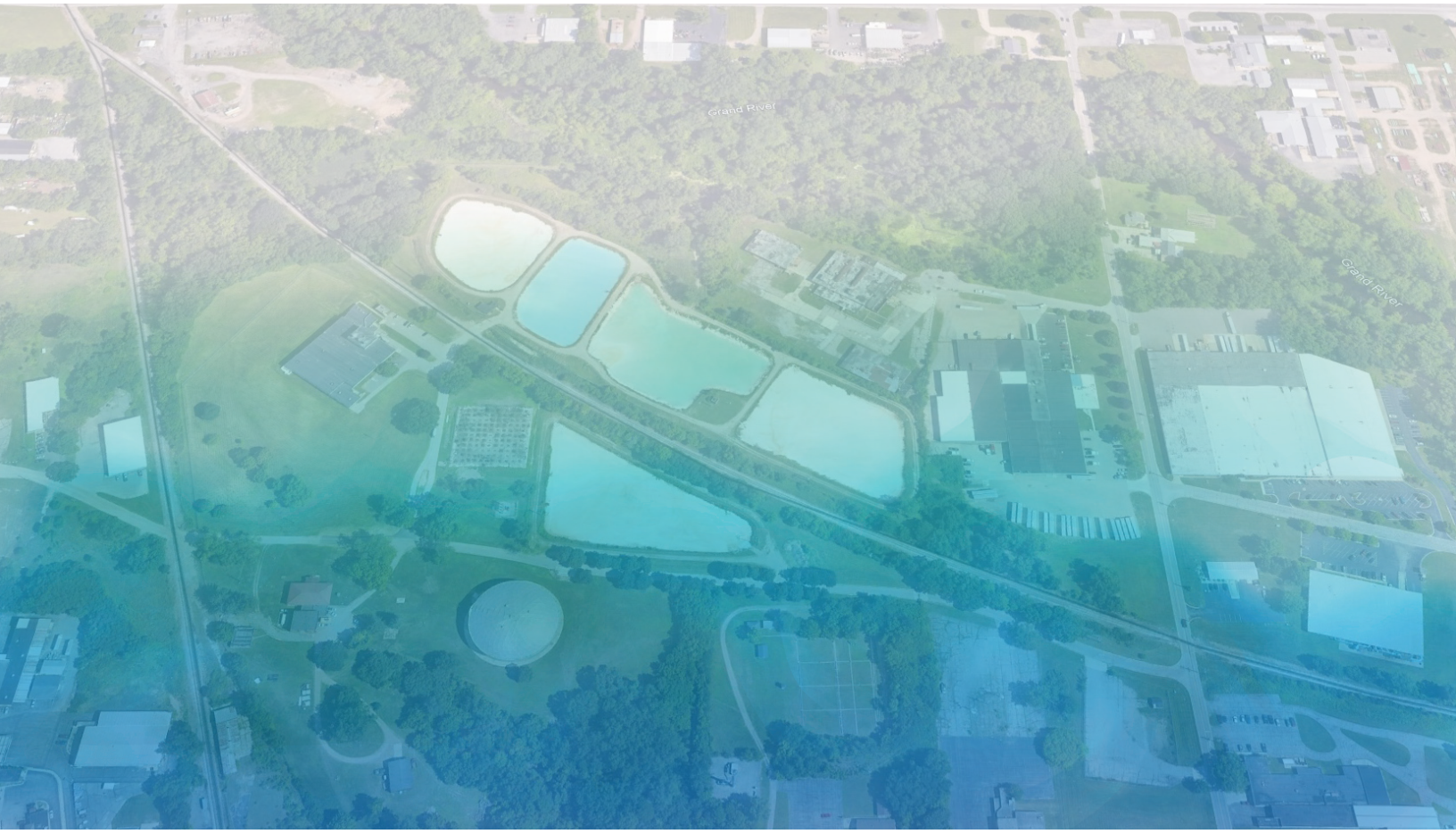
- Structural Engineer for facility expansion, including design and support during construction

CITY OF MARINE CITY, MICHIGAN

Water Treatment Plant

- Structural Engineer for facility upgrades including structural rehabilitation to buildings and a new concrete ground storage tank

CITY OF JACKSON MICHIGAN



G. Authorized Negotiations

TETRA TECH

G. Authorized Negotiations



Vic Cooperwasser is authorized to negotiate any professional services with the City of Jackson. His contact information is provided below:

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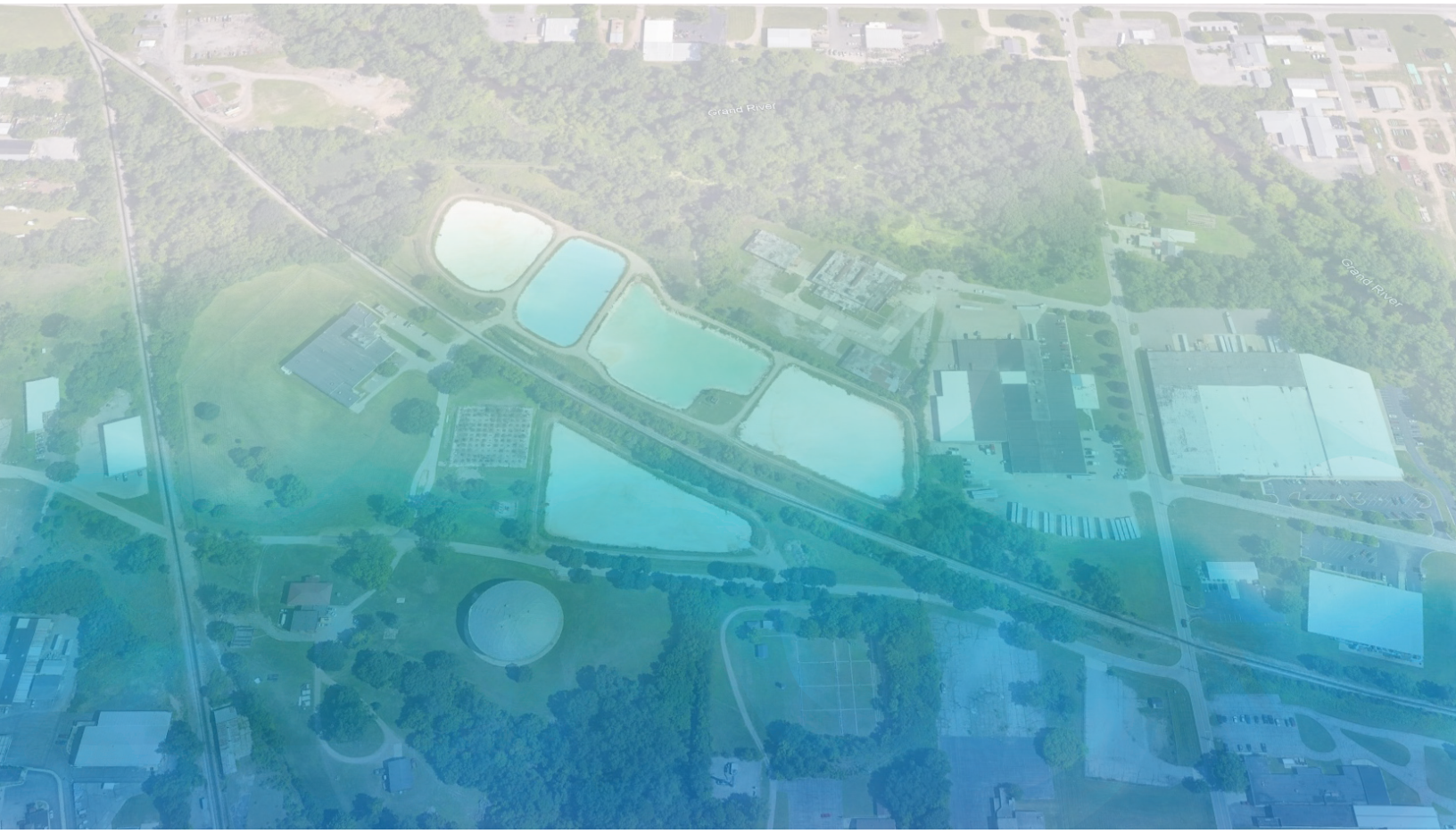
CITY OF JACKSON MICHIGAN



H. Additional Information

TETRA TECH

H. Additional Information

This section includes the following additional information:

1. *Michigan City Picks Lime-Caustic Soda* article
2. Tetra Tech PFAS Qualifications and Experience Presentation

Michigan city picks lime-caustic soda

Growing soda ash shortage has forced Jackson to seek alternate methods of softening for its proposed water treatment plant.

By I.S. Bhatia and V.I. Cooperwasser

AN INCREASINGLY SERIOUS soda ash shortage has caused the City of Jackson, Mich., to opt for lime-caustic soda treatment at its new water plant.

The proposed plant, said to be the largest in the state designed for split treatment with lime-caustic soda as the softening chemicals, is rated at 24 mgd and expected to be in operation by January 1977.

The design of the new plant hinged on several criteria.

After several studies, it was originally determined in the preliminary design that a lime-soda ash plant, using split treatment, would be the most economical. However, as the process design proceeded, it was discovered that it would be difficult for this new facility to order soda ash on a regular, reliable schedule.

From conversations with representatives of major Michigan chemical companies, it was found that the soda ash manufacturing plants are presently operating at peak capacity and that there are no plans to increase manufactured ash output. Just the opposite is true. The chemical companies are planning on shutting down their manufactured ash operations because they cannot comply with proposed EPA effluent guidelines.

The companies have begun to mine natural ash. Most of America's natural ash is mined in Wyoming. This will greatly reduce the pollution involved in soda ash production, but will increase delivery costs.

Mr. Bhatia is manager of water and wastewater engineering and **Mr. Cooperwasser** is civil engineer, Civil Works Engineering Division, Commonwealth Associates, Jackson, Mich.

In addition to supply problems, the demand for soda ash has also increased. The glass industry, which uses more than one-third of the nation's soda ash output, has grown tremendously, putting pressure on soda ash production. Increased export to other countries, notably Japan, has also contributed to the current soda ash shortage in the U.S.

For at least the next two years, the shortage could be severe. Manufacturing plants are operating at full capacity. Occasionally poor quality control has resulted from the pressures to produce enough of the product. Lack of quality control is indicated by incorrect density of the soda ash. Strong demand has also made delivery schedules erratic.

Generally, manufacturers have been able to supply existing water treatment plant customers, but are reluctant to take on new customers. Municipalities which build water treatment plants requiring soda ash may have to apply for a "certification of need" from the Administrator of the EPA.

Enter caustic soda

Facilities which require soda ash are, therefore, looking for standby or substitute chemicals. In the case of water softening, caustic soda is a good substitute.

Caustic soda is commercially produced by an electrolytic process wherein an electric current is passed through a salt solution. Upon passage of the current, at their respective electrodes, the chloride ions discharge and combine to form chlorine gas (Cl_2) and the hydrogen ions discharge and combine to form hydrogen gas (H_2). The sodium and hydroxyl ions are left in the solution forming a solution of sodium hydroxide (caustic soda). The equation is:

$$2NaCl + 2H_2O \xrightarrow[\text{current}]{\text{electric}} 2NaOH + H_2\uparrow + Cl_2\uparrow$$

Caustic soda production does not generate as many pollutants as soda ash production. There is currently no problem in disposing of the chlorine gas formed in the process because chlorine is in short supply.

Future supplies of caustic soda could decline because: 1. The manufacturing process requires a great amount of energy. (This is also true for manufactured soda ash); and 2. Any future declines in chlorine demand would create chlorine disposal problems.

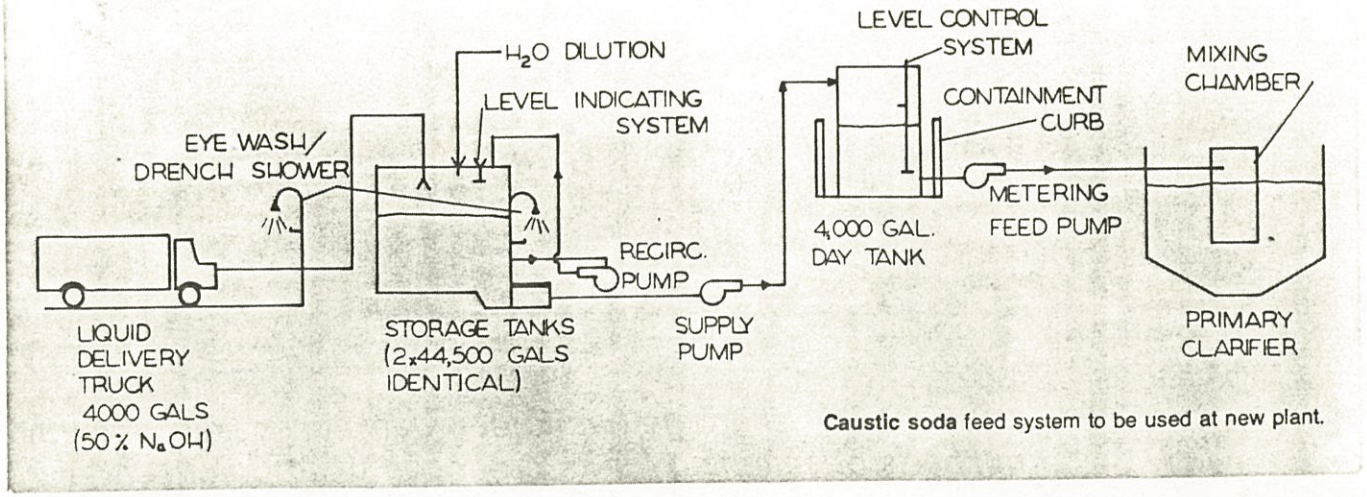
The water treatment plant for the City of Fremont, Ohio, successfully switched from lime-soda ash treatment to lime-caustic soda several years ago. John S. Hess, Superintendent of the plant, wrote an article describing the benefits of the switch in the August 1968 issue of the AWWA Journal.

In Columbus, Ohio, the Dublin Road Water Treatment Plant, rated at 35 mgd, was modified to use lime and caustic soda. The new Scioto River Filtration Plant nearby, rated at 60 mgd, has been designed to feed either soda ash or caustic soda.

The Jackson raw water source is a well field with wells 300 to 400 feet deep. The average raw water quality is as follows:

Hydroxide alkalinity, as $CaCO_3$	– 0 ppm
Bicarbonate alkalinity, as $CaCO_3$	– 301 ppm
Carbonate alkalinity, as $CaCO_3$	– 0 ppm
Calcium, as Ca	– 117 ppm
Magnesium, as Mg	– 35 ppm
Hardness, as $CaCO_3$	– 437 ppm
Free CO_2, as CO_2	– 44 ppm

With the split treatment process, a portion of the raw water flows to a clar-



Caustic soda feed system to be used at new plant.

ifier (primary) and is treated with an excess amount of chemical. This flow then goes to another clarifier (secondary) to which is added the remaining raw water, known as the "bypass" flow. Using lime and soda ash, lime is added in the primary clarifier and soda ash in the secondary.

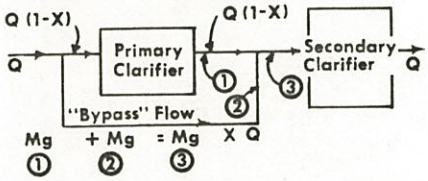
Using lime and caustic soda, both chemicals are added in the primary clarifier.

Feed rates are verified

Chemical feed rates for both processes were estimated theoretically and verified by jar testing.

In the theoretical chemical feed rates for the lime-soda ash process, the bypass flow, expressed as a percentage of total flow, was estimated based on a magnesium balance.

Q = Total flow; X = bypass fraction



Total hardness desired in finished water = 85 ppm (AWWA recommendation)
Calcium hardness can be removed to about 30 ppm.
Use 35 ppm as Ca hardness in finished water.
Then Mg hardness in finished water will be 85-35 = 50 ppm.
Assume Mg hardness in Primary Clarifier effluent (Mg_1) = 10 ppm

Then the bypass fraction, X, can be expressed as:

$$X = \frac{Mg_3 - Mg_1}{Mg_2 - Mg_1}$$

The figures for Mg hardness must be kept in the form of Mg as $CaCO_3$. Therefore,

Mg_3 = 50 ppm
Mg_2 = 35 × 4.11 = 140 ppm (see raw water analysis, above)
Mg_1 = 10 ppm

Therefore,

$$X = \frac{50 - 10}{140 - 10} = 0.31 = 31\%$$

This means that about 69% of the total flow should pass through the primary clarifier, to which lime will be added. The primary clarifier effluent will then be piped, along with the 31% "bypass" flow, to the secondary clarifier, to which soda ash will be added. The secondary clarifier effluent will then be piped to rapid sand filters. These split percentages will, of course, vary with seasonal adjustments in actual plant operation.

In *Chemistry for Sanitary Engineers*, Sawyer gives a quick method to estimate lime and soda ash requirements.

Lime Required:

CO_2	— 44 x 1.27	=	56 ppm 100% CaO
Alkalinity	— 301 x 0.56	=	168 ppm 100% CaO
Mg	— 35 x 2.3	=	80 ppm 100% CaO
Excess OH necessary to precipitate Mg		=	35 ppm 100% CaO
		Total	339 ppm 100% CaO

However, average CaO purity expected is 92%, therefore:

$$\frac{339}{0.92} = 368 \text{ ppm } 92\% \text{ CaO}$$

Lime will be added to only 69% of the flow. Therefore, the lime feed rate applied to total plant flow will be:

368 ppm × 0.69 = 254 ppm which equals:
254 ppm × 8.34 = 2120 lb/MG plant effluent

Soda Ash Required:

Noncarbonate Hardness (NCH) = Total Hardness – Alkalinity
Therefore, NCH = 437 – 301 = 136 ppm (as $CaCO_3$)

Calcium (carbonate) is estimated at 35 ppm in finished water (see above). Since total finished water hardness desired is 85 ppm, noncarbonate hardness (NCH) in finished water will be 85-35 = 50 ppm. Therefore, NCH to be removed = 136 – 50 = 86 ppm. As per Sawyer, soda ash (Na_2CO_3) required to remove this much NCH is

86 × 1.06 = 91 ppm 100% Na_2CO_3

However, average Na_2CO_3 purity expected is 98%, therefore,

$$\frac{91}{.98} = 93 \text{ ppm } 98\% \text{ } Na_2CO_3$$

Soda ash is added to the total flow (in the secondary clarifier). Therefore the feed rate will be:

93 ppm × 8.34 = 775 lb/MG plant effluent

In calculating the chemical feed rates for the lime-caustic soda process, reference was made to "Water Supply and Treatment" by the National Lime Association. It states: "Caustic soda can be used in place of both lime and soda ash, but its reacting equivalent is in a fixed ratio (approximately four pounds of caustic soda can replace three pounds of quicklime and five pounds of soda ash). However, unless the water softening reactions require lime and soda ash in the ratio of about 3:5, then either lime or soda ash feed would be required in addition to the caustic soda."

In our case, to replace 775 pounds soda ash/MG effluent, the amount of caustic soda required would be 4/5 × 775, or 620 pounds 100% caustic

soda/MG effluent. For every four pounds of 100% caustic soda, three pounds of lime is eliminated. Therefore, lime required would be 2120 - 3/4 (620) = 1655 lb 92% CaO/MG effluent.

Since 50% liquid caustic soda will be used, the feed rate will be 620 × 2 = 1240 lb 50% caustic soda/MG effluent.

To verify these theoretical rates, raw water samples were treated and then tested in the laboratory. Samples from five of the twelve wells were tested, treated and retested. None of the wells tested had a raw quality equal to the "average" stated above. After testing the samples, feed rates were pro-rated to treat the theoretical average water which the plant will treat. The results were as follows:

	JAR TESTS lb/MG Plant Effluent	(THEORETICAL) lb/MG Plant Effluent
92% Lime =	2650	2120
98% Soda Ash =	1160	775
92% Lime =	1660	1655
50% Caustic Soda =	1830	1240

What are costs?

Using the above figures, a range of annual costs can be estimated for the two processes.

As of this writing, the costs for these chemicals, delivered to Jackson, Mich., were approximately:

92% Lime:	$33 per ton
98% Soda Ash:	$54 per ton
50% Caustic Soda:	$75 per ton

Taking the average yearly rate of the plant to be 15 mgd, the annual chemical costs for the two processes are as follows:

Lime:	$191,516 to $239,394
Soda Ash:	$114,564 to $171,477
Total	$306,080 to $410,871
Lime:	$149,960 to $149,509
Caustic Soda:	$254,588 to $375,722
Total	$404,548 to $525,231

At first glance it appears that the lime-soda ash process will be cheaper than the lime-caustic soda process by about $100,000 per year. However, lime-caustic soda looks better when the following factors are taken into account:

1. The lime-caustic soda process uses at least 35% ± less lime than lime-soda ash, resulting in a 20% ± decrease in waste sludge. This increases the storage time of the sludge lagoons by 20% ± (Fremont, Ohio, switched to caustic soda mainly for this reason).
2. The cost of soda ash is increasing compared to caustic soda. The availability of soda ash is decreasing compared to caustic soda.
3. The cost of lime has gone up about 10 dollars per ton in the past two years. Any further cost increase for lime makes the lime-caustic soda process more attractive since it uses less lime than the lime-soda ash process.

Problems demand solutions

The handling of liquid caustic soda presents problems which must be overcome in the design of any feed system. These problems are:

1. It is destructive to human tissue.
2. It should not be drained untreated into a sanitary sewer.
3. 50% liquid caustic soda is not easily pumped.
4. It attacks siliceous aggregate concrete.
5. 50% liquid caustic soda crystallizes at 54°F.
6. Venting must be more than adequate.

These difficulties have been overcome at Jackson.

Emergency eyewashs and drench showers have been provided in areas of possible caustic soda contamination.

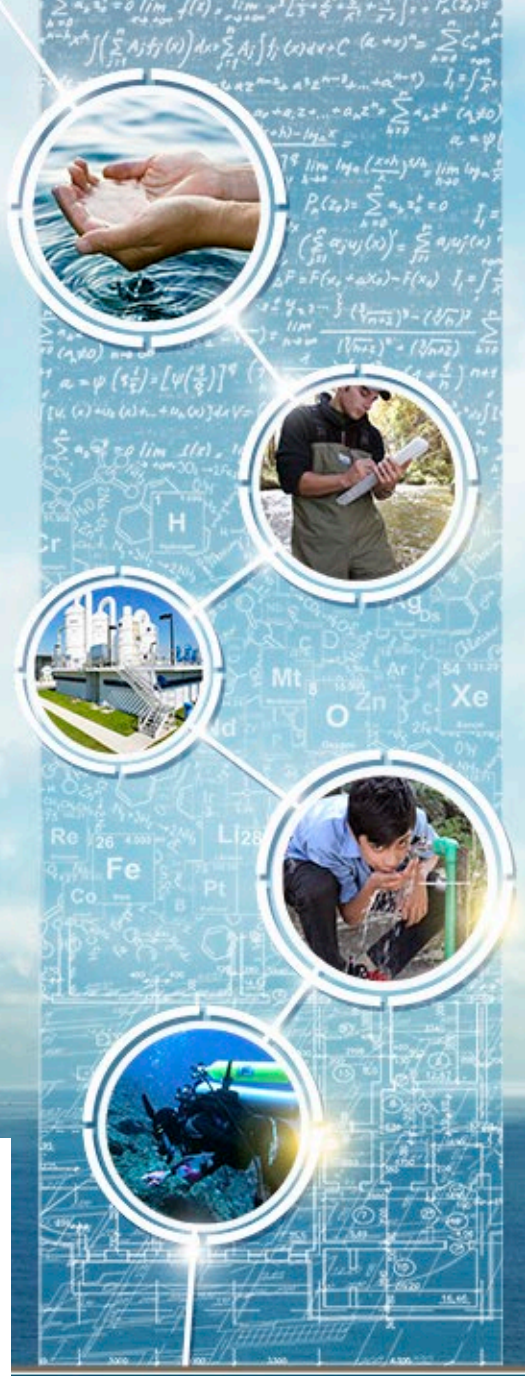
Any waste caustic soda will be neutralized with 10% hydrochloric acid and then flushed with copious amounts of water to a sewage ejector.

Fifty percent liquid caustic soda will be delivered in 4000-gallon tank trucks to the plant. Prior to delivery, one of the two storage tanks (each has a capacity of 44,500 gallons) will be filled with 4000 gallons of water. The 50% caustic soda will be added and the contents recirculated in the tanks by a pump. The resulting 25% solution will be transferred to a day tank by a pump. This pump will start/stop via a level control system in the day tank. Metering pumps, taking suction from the day tank shall feed the caustic soda to two primary clarifiers.

The two rectangular concrete storage tanks, located in the basement of the administrative wing of the plant, shall be lined with steel plate 0.25 inches thick.

The incoming 50% liquid caustic soda will be diluted to 25%. A 25% solution could be stored indoors or outdoors. However, if the plant operator wants to increase the caustic soda solution from 25% to say 35%, it would be advantageous to have the storage tanks indoors to prevent crystallization. If for any reason the 50% caustic soda is not diluted, the indoor tanks eliminate the crystallization problem.

Each tank is provided with a sonar-operated level control system with alarms to the annunciator panel in the main control room. In addition, there is an overflow between the tanks and individual emergency overflows to the outside of the building. Also, a steel exhaust fan is provided for each tank. These are especially useful when caustic soda is added to water in the tanks. The heat given off at that time could reach 150°F. □ □



TETRA TECH

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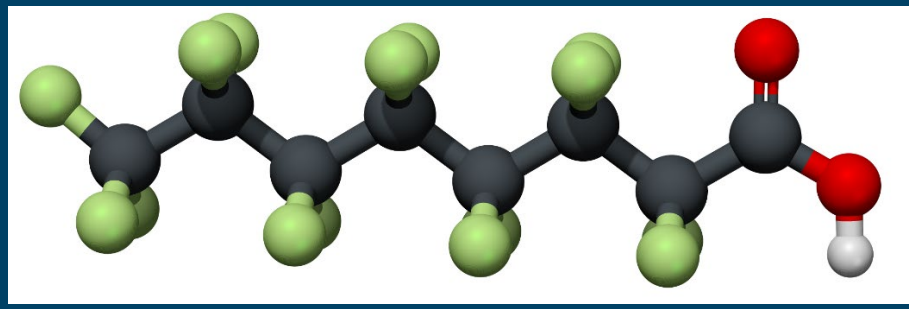
PFAS Qualifications and Experience

PFAS Projects

- Former Pease AFB, NH Drinking Water Monitoring
- Nationwide Army National Guard Drinking Water Sampling
- Former Naval Air Warfare Center Warminster, PA Preliminary Assessment and Supervision
- Former Naval Air Station Brunswick, ME, Groundwater Investigation
- Easton Road Water Supply, Bucks County, PA Residential Well Sampling
- RAAF Williamtown, manage treatment system, pilot test
- ❖ RAAF Tindal/Darwin PA through FS, Northern Territory, Australia



Water Treatment Qualifications and Experience

Tetra Tech's Global Water Experience Covers a Variety of Technologies Including Membranes, GAC, Ion Exchange and Alternative Disinfectants

Carlsbad, CA Seawater Desalination Program (50 MGD, $900M)





Huntsville, AL Surface Water Treatment Facility (24 MGD, $90M)

San Antonio, TX Brackish Groundwater Program (30 MGD, $180M)





Orange County, FL Eastern Water Supply Facility (Expansion to 62.5 MGD, $26M)

- Treatment Technology Experience
  - Membrane Filtration
  - Membrane Softening
  - Ion Exchange
  - GAC Filtration and Adsorption
  - Reverse Osmosis/Desalination
  - Conventional and high-rate filtration and clarification
  - Enhanced Coagulation
  - Degasification/Decarbonation
  - Alternative disinfection

Comparison of Treatment Technologies

Compound	M.W. (g/mol)	Aeration	Coagulation/ Dissolved Air Flotation	Coagulation Flocculation Sedimentation Filtration	Chem Ox	Anion X	GAC	Nano-filtration	Reverse Osmosis
PFBA	214	Assumed	Assumed						
PFPeA	264								
PFHxA	314								
PFHpA	364								
PFOA	414								
PFNA	464		Unknown			Assumed			
PFDA	514		Unknown			Assumed			
PFBS	300								
PFHxS	400								
PFOS	500								

<10% Removal | 10 – 90% Removal | >90% Removal

Adapted from Dickenson and Higgins 2016

North Miami Beach Norwood-Oeffler WTP Expansion

- Location: City of North Miami Beach, Florida
- 32 MGD Capacity Completed 2009
- Source: Ground Water – Biscayne and Floridan Aquifers
- Process: Chemical/Physical Pretreatment, Nanofiltration, Reverse Osmosis, Degasification, Disinfection, Stabilization
- Target Contaminants: TDS, Chlorides, Hardness, Color, TOC, DBP's
- Services Provided: Programming, Preliminary and Final Design, Permitting, Construction Administration, Startup and Testing.
- Concentrate Disposal: On-site Deep Well Injection, Backup Disposal to WWTP





Ohio County Water District WTP

- **Location:** Cromwell, Kentucky
- 4 MGD Capacity Completed **2009**
- **Source:** Surface Water – Green River
- Process: Conventional Treatment, PAC, Ultrafiltration, Split Treatment GAC, Disinfection
- Target Contaminants: Suspended Solids, TOC, organics, Haloacetic Acids
- Pilot Testing Performed: Ultrafiltration and GAC
- Services Provided: Preliminary and Final Design, Permitting, Grant Funding Assistance, Construction Administration, Startup and Testing.





City of Clearwater Groundwater Replenishment Project

TETRA TECH

- Location: Clearwater, Florida
- 3 MGD Capacity- Scheduled Completion **2021**
- Source: Reclaimed Water NW WRF
- Process: Ultrafiltration, Reverse Osmosis, Advanced Oxidation, Membrane Contactors, Stabilization, ORP Reduction
- Target Contaminants: Pathogens, Regulated Inorganics, Organics and DBPs, ECC, DO, Dioxane, NDMA
- Pilot Testing Performed: 1 Year Complete Process
- Services Provided: Feasibility Study, Preliminary and Final Design
- Concentrate Disposal: On-site Deep Well Injection





Huntsville Utilities, Inc. Southeast WTP

- Location: Huntsville, Alabama
- 24 MGD Capacity (Exp to 96 MGD) Completed 2017
- Source: Surface Water – Guntersville Reservoir
- Process: PAC, Conventional Treatment, Dual Media Filtration, Split Treatment GAC, Disinfection
- Target Contaminants: Suspended Solids, T & O, TOC, Haloacetic Acids
- Pilot Testing Performed: GAC
- Services Provided: Bench and Pilot Scale Testing, Preliminary and Final Design, Permitting, Construction Administration





San Antonio Water System Twin Oaks Brackish Groundwater Desalination Program

TETRA TECH

- Location: San Antonio, Texas
- 12 MGD Capacity (Exp to 30 MGD) Completed 2017
- Process: Chemical/Physical Pretreatment, RO, Disinfection, Stabilization
- Target Contaminants: TDS, Chlorides, Iron
- Services Provided: Preliminary and Final Design, Construction Administration
- Concentrate Disposal: Deep Well Injection





SAWS H2Oaks Brackish Groundwater Desalination Facility



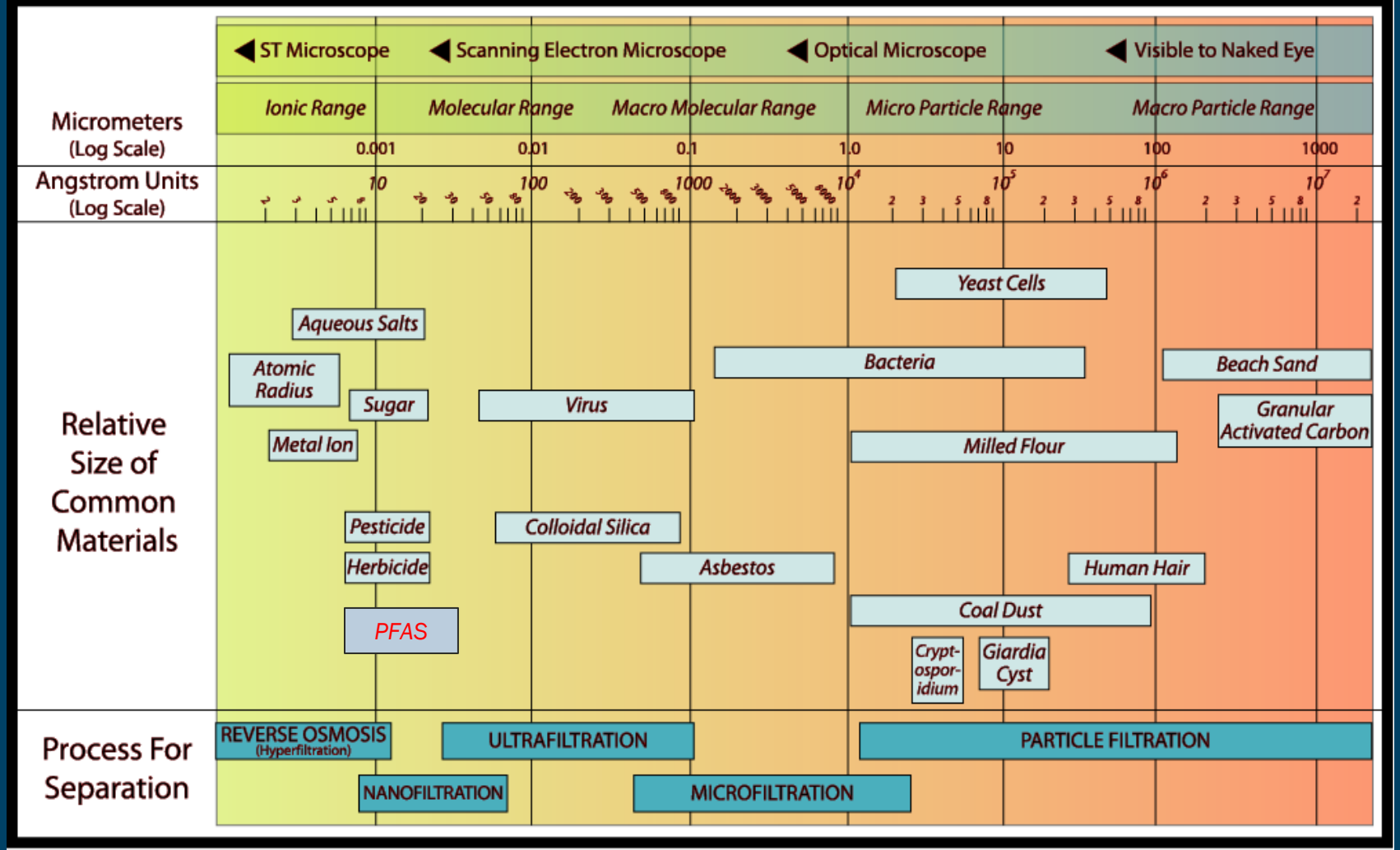
Feasibility of Membrane Processes

- Source Water Quality/Fouling Potential/Pretreatment
  - Oxidized Metals/Sulfur
  - Organic Colloids
  - Microbiological Contaminants
  - Sparingly Soluble Salts
  - Oxidants
- Concentrate Disposal
  - Discharge to POTW
  - Reuse/Land Application
  - Discharge to Surface Waters
  - Deep Injection Wells
  - Zero Liquid Discharge

Comparison of Treatment Processes

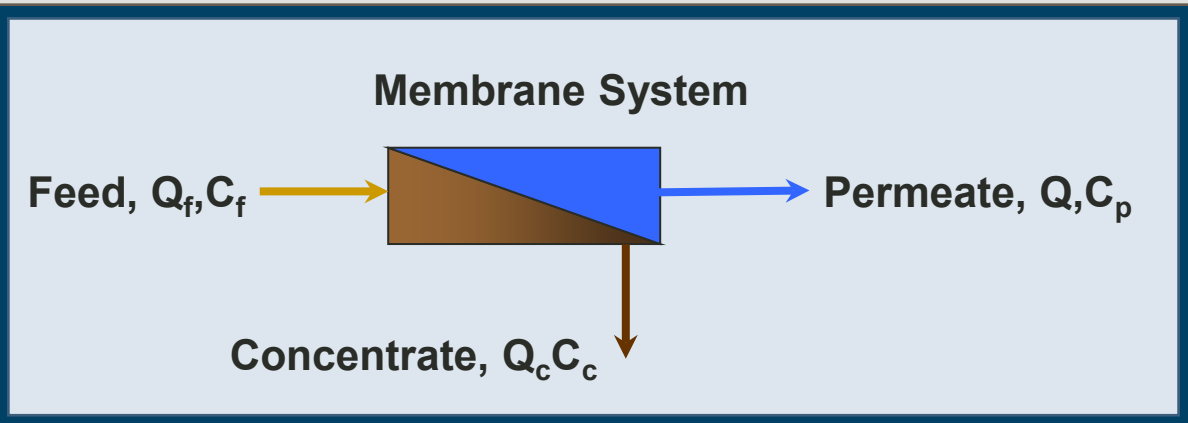
	Granular Activated Carbon	Reverse Osmosis	Nanofiltration	Photo Catalytic Oxidation
Process Driver	Chemical Attraction	Pressure	Pressure	Free Radical Formation
System Sizing	EBCT/Bed Depth	Flux Rate	Flux Rate	Flow Rate
Salt Removal	Low - None	High	Medium - High	None
Organic Removal	Medium - High	High	High	Medium - High
Contaminant Selectivity	Moderate	Very Low	Low to Moderate	Moderate
Residuals	Spent Carbon	Liquid Concentrate	Liquid Concentrate	None
Significant Operating Costs	Carbon, Disposal	Electricity, Disposal	Electricity, Disposal	Electricity

The Filtration Spectrum



Adapted from Osmonics

Membrane System Design/Operation



Rejection = C_{feed}-C_{perm}/C_{feed}

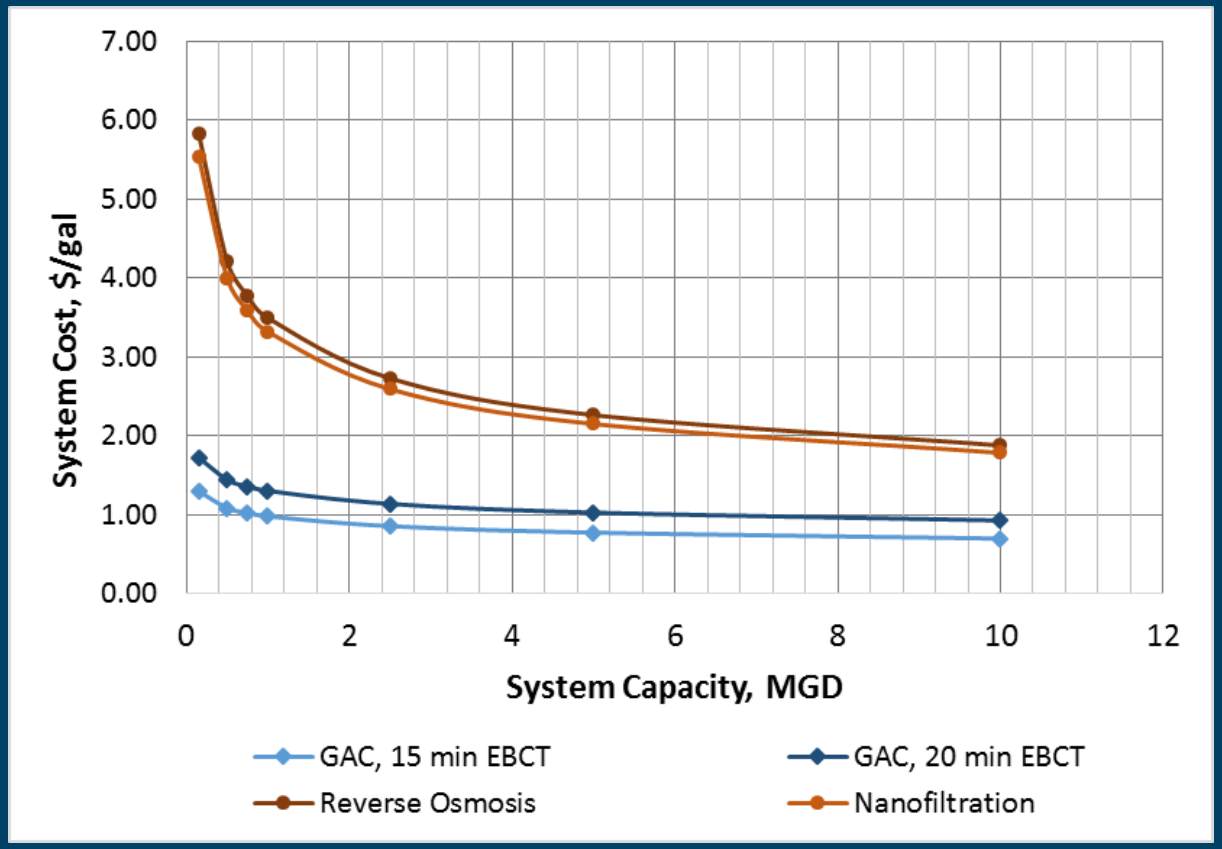
Permeate = Q = Q_{feed}-Q_{conc}

Recovery = Q/Q_{feed}

Conc. Factor = C_{conc}/C_{feed}

Membrane Type	Flux, gfd	Percent Recovery	Percent Rejection	Feed Pressure	Concentrate Flow	Concentration Factor
Reverse Osmosis	12-14	70	99+ NaCl	180-220	.429 * Q	3.0-3.3
	12-15	75	99+ NaCl	190-240	.333 * Q	3.7-3.9
	12-15	80	99+ NaCl	200-250	.250 * Q	4.6-4.8
Nano-Filtration	12-15	75	97 $MgSO_4$ +/- 70 NaCl	70-90	.333 * Q	3.5-3.8
	12-15	80	97 $MgSO_4$ +/- 70 NaCl	80-100	.250 * Q	4.3-4.7
	12-14	85	97 $MgSO_4$ +/- 70 NaCl	90-110	.176 * Q	5.6-6.0

Comparative Capital Costs of Treatment Systems



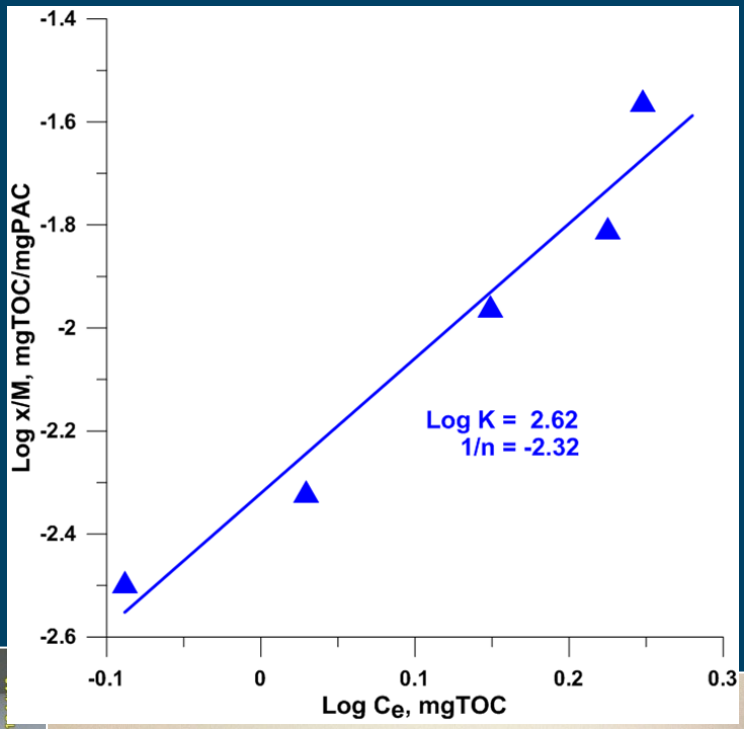
Source: EPA 816-R-06-007, June 2006 adjusted to December, 2016 Dollars

GAC System Costs include: Filter vessels, GAC media, interconnecting piping, support slab, transfer pumping.

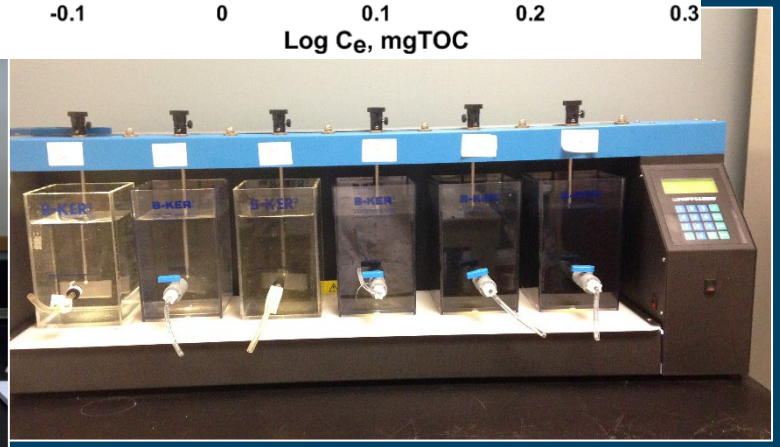
Reverse Osmosis/Nanofiltration System Costs Include: Chemical pretreatment systems, prefilters, feed pumps, RO skids and membranes, process piping, transfer pumping, post treatment stabilization, building, electrical and instrumentation.

GAC System Design/Operation-Bench Scale Testing

- Water to be Treated Dosed with Increasing Dose of PAC/GAC
- Removal Data Graphed to Determine Freundlich Isotherm
  - $(x/m)_o = KCe^{1/n}$
- Carbon Usage Rate, CUR, Calculated
  - $CUR = \frac{(C_0 - C_1)mg/L}{(x/m)_o\ mg/g} = g\ GAC/L\ H_2O$

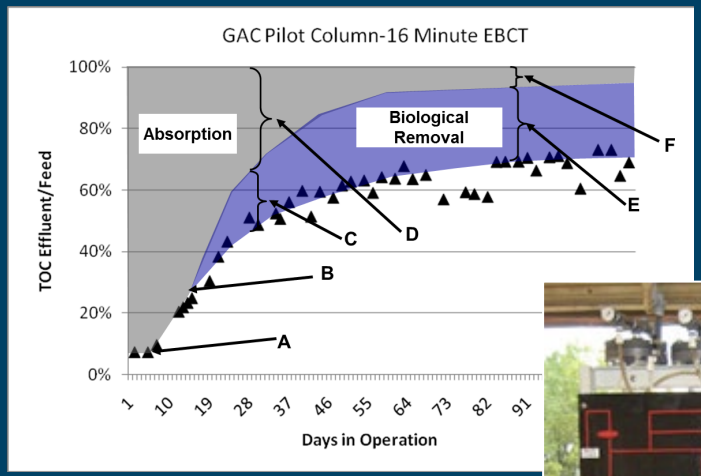




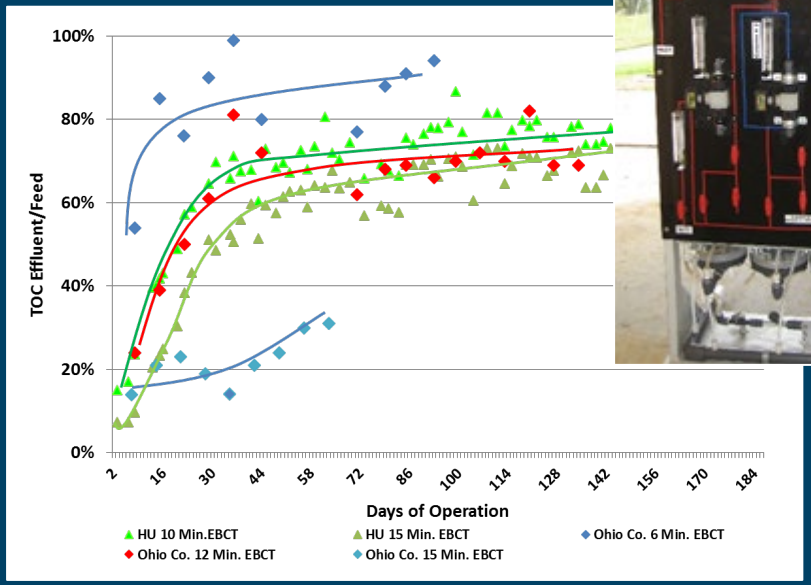


GAC System Design/Operation-Pilot Testing

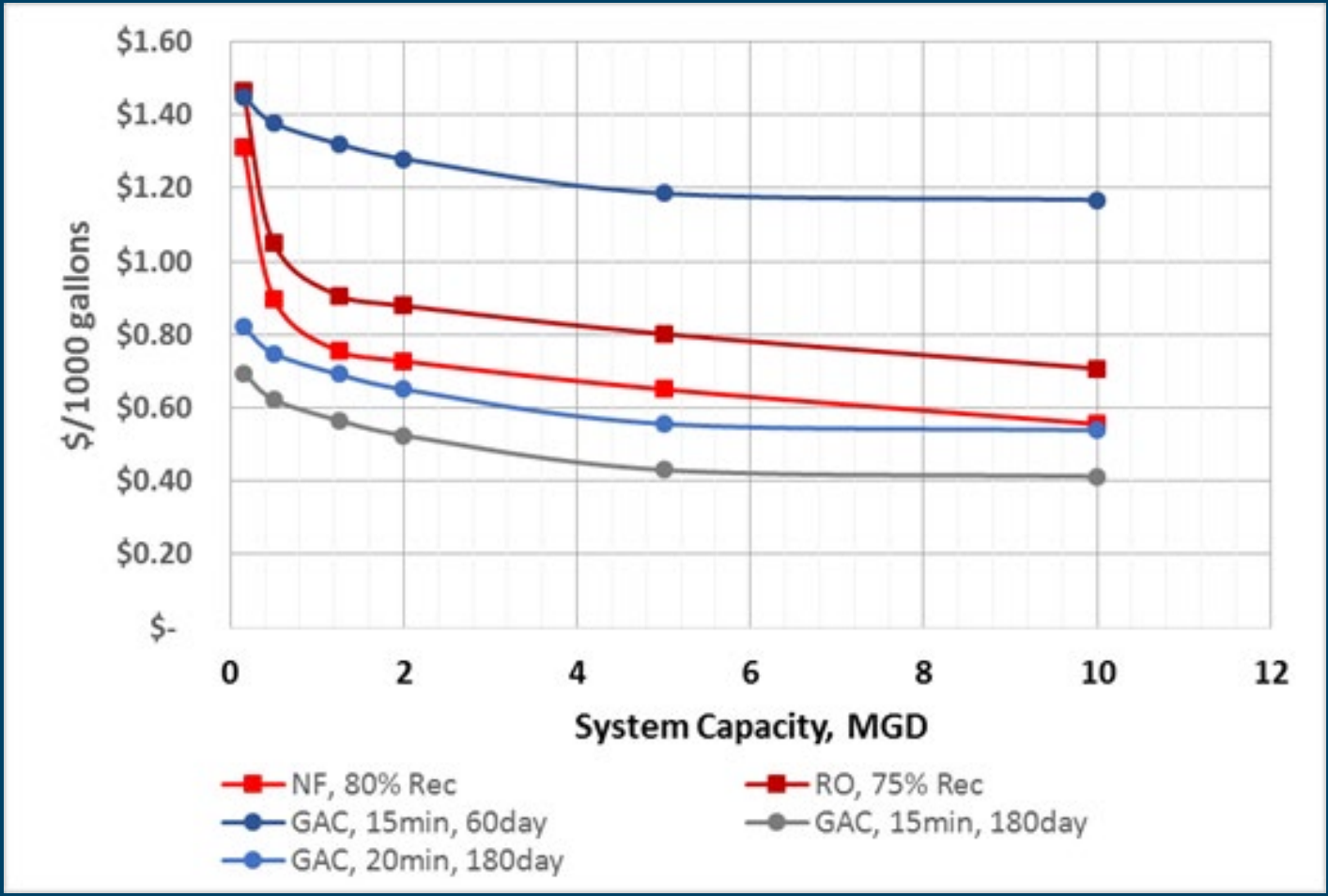
- EBCT, Empty Bed Contact Time
  - Bed Volume (ft^3) x 7.48/Flow Rate (gpm)
  - Bed Depth (ft)/Velocity (ft/min)
- Carbon Columns Run at Varying EBCT
- Determine Bed Volumes Treated Versus Time, Carbon Change Out
- Accounts for Competitive Effects







Comparative Cost of Operation and Maintenance

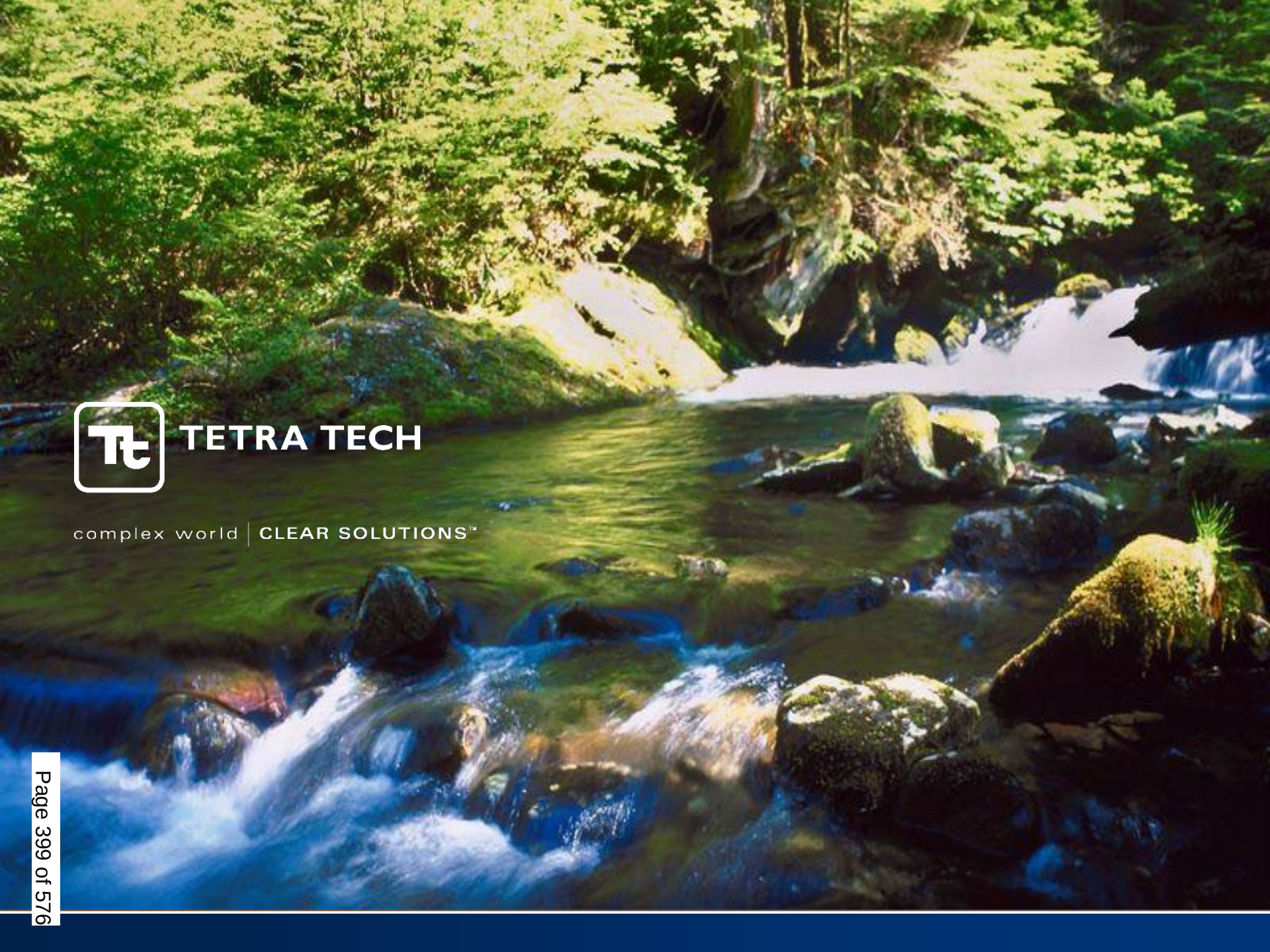


GAC System Costs include: Power, labor, maintenance materials, carbon replacement.

Reverse Osmosis/Nanofiltration System Costs Include: Power, labor, maintenance materials, cartridge filter replacement, chemicals, membrane replacement.

Summary

- RO/NF offer viable alternatives for treatment of the full range of PFAS
- Comprehensive evaluation of treatment options based on site specific conditions is essential
- Waste (concentrate/spent GAC) disposal or destruction drives cost, requires detailed analysis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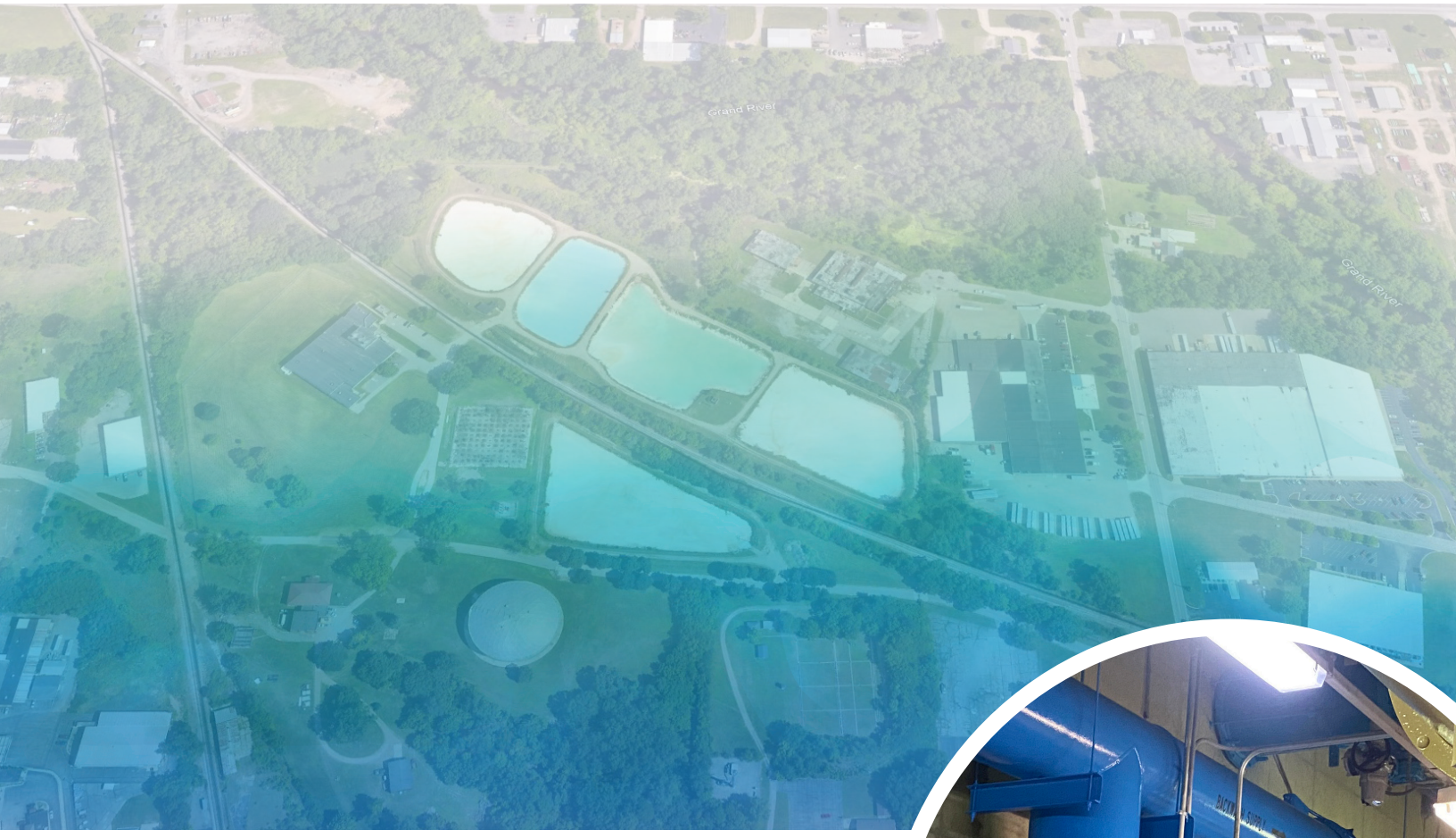
CITY OF JACKSON MICHIGAN

Request for Qualifications and Proposal

2022 Water Treatment Plant Study





TETRA TECH

710 Avis Drive, Suite 100, Ann Arbor, MI 48108
734.665.6000 | www.tetratech.com



QUALIFICATIONS AND PROPOSAL FOR:

CITY OF JACKSON

2022 WATER TREATMENT PLANT STUDY

DECEMBER 1, 2022

fishbeck

Engineers | Architects | Scientists | Constructors

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

December 1, 2022

Mike Osborn, Director of Public Works
c/o: City of Jackson Purchasing Department
161 West Michigan Avenue, 10th Floor
Jackson, MI 49201

Qualifications and Proposal for the City of Jackson
2022 Water Treatment Plant Study

Dear Mike:

Fishbeck is pleased to provide this proposal to perform a planning study to evaluate water softening options for the City of Jackson. We appreciate the invitation to submit our proposal and look forward to assisting the City with this important project. We envision a project that includes evaluating softening alternatives, developing a conceptual basis of design and layout for several alternatives, considering capital and operational costs, plotting a strategy to help the City best comply with current and future regulatory and environmental regulations, and working toward the ultimate goal of providing the City's water customers with reliable, high-quality softened water into the future.

Fishbeck has completed similar softening studies for numerous clients, including the Gratiot Area Water Authority, the cities of Mt. Pleasant and Grand Ledge, and Michigan State University. We also recently completed the design and construction of a membrane softening addition for the City of Harrison, Ohio, applying reverse osmosis membranes. That project included a softening alternatives analysis; membrane piloting; capitol, operational, and maintenance cost comparisons; public education workshops; detailed full-scale design and specifications; funding support services; permitting for discharging concentrate water to a nearby river; concentrate discharge pipeline easement preparation; and construction phase services.

Fishbeck has an established relationship with Scott Freeman, a nationally recognized membrane expert who has more than 35 years of experience specializing in water treatment using membrane processes. Scott's wealth of knowledge will be invaluable in developing the membrane softening alternative.

The City is approaching a critical juncture, requiring leaders to make decisions on how best to proceed with the continued operation of the water system. Maintaining a safe and reliable source of drinking water is critical to the health of the region. We have assembled a team of treatment experts who can best guide the City through this decision process. We have the knowledge and relevant experience to quickly identify viable treatment alternatives, gain consensus on the conceptual designs for those alternatives, and develop reliable cost estimates on which the City can feel confident basing decisions.

In this proposal we provide our understanding of the project, our planned scope of services, responses to the stated questions, and our proposed engineering fee.

Sincerely,

Brian Phillips, PE
Vice President / Senior Water & Wastewater Engineer

Jeff Brown, PE
Senior Vice President/Principal

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01 — BUSINESS ORGANIZATION

BUSINESS ORGANIZATION

GENERAL FIRM INFORMATION

COMPANY NAME: FISHBECK

HEADQUARTERS: GRAND RAPIDS | 1515 ARBORETUM DRIVE, SE, GRAND RAPIDS, MI 49546 | 616.575.3824

ESTABLISHED: 1956

YEARS IN BUSINESS: 66 YEARS

FIRM PERSONNEL: 550+

COMPANY TYPE: EMPLOYEE-OWNED MICHIGAN CORPORATION

BRANCH OFFICE LOCATIONS

MICHIGAN

Ann Arbor | 2001 Commonwealth Boulevard, Suite 200, Ann Arbor, MI 48105 | 734.864.7700
Canton | 44978 Ford Road, Suite A, Canton, MI 48187 | 734.454.7566
Detroit | 1001 Woodward Avenue, Suite 860, Detroit, MI 48226 | 313.293.3550
Kalamazoo | 4775 Campus Drive, Kalamazoo, MI 49008 | 269.375.3824
Lansing | 5913 Executive Drive, Suite 100. Lansing, MI 48911 | 517.882.0383
Macomb | 45200 Card Road, Suite 128, Macomb Township, MI 48044 | 586.412.1406
Novi | 39500 MacKenzie Drive, Suite 100, Novi, MI 48377 | 248.324.2090
Traverse City | 821 South Elmwood Avenue, Unit D, Traverse City, MI 49684 | 231.714.9060

OHIO

Cincinnati | 10856 Reed Hartman Hwy, Suite 175, Cincinnati, OH 45242 | 513.469.2370
Columbus | One East Campus View Boulevard, Columbus, OH 43235 | 614.363.1001
Dayton | 7887 Washington Village Drive, Suite 135, Dayton, OH 45459 | 937.291.9092
Toledo | 28366 Kensington Lane, Suite 3, Perrysburg, Ohio 43551 | 419.841.4704

INDIANA

Indianapolis | 8520 Allison Pointe Boulevard, Suite 100, Indianapolis, IN 46250 | 317.577.9050

FIRM PRINCIPALS

Jeffrey A. Schumaker, PE – President/Structural
Eric J. Hugger, AIA – Senior Vice President/Architecture
John A. Condie, PE – Senior Vice President/Electrical
Michael D. Colvin, CPG – Senior Vice President/Environmental
Kerri A. Miller, PE, LEED AP – Senior Vice President/Infrastructure
Thomas L. Gray, II, PE – Senior Vice President/Infrastructure/Transportation
Kamran Qadeer, PE – Senior Vice President/Infrastructure/Transportation
John A. Willemin, PE – Senior Vice President/Infrastructure
Jeffrey J. Brown, PE – Senior Vice President/Infrastructure
Robert E. Pomeroy, AIA – Senior Vice President/Architecture
Tia L. Klein, PE – Senior Vice President/Infrastructure
Gregory A. Tkacz, PE, LEED AP BD+C – Senior Vice President/Mechanical



INFRASTRUCTURE ENGINEERING



ARCHITECTURE AND ENGINEERING



ENVIRONMENTAL SCIENCES



CONSTRUCTION

fishbeck
Engineers | Architects | Scientists | Constructors

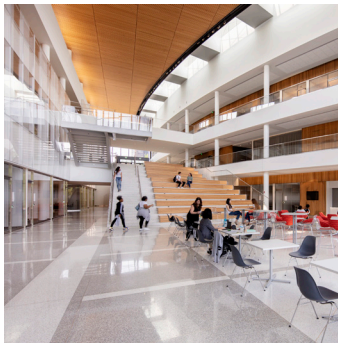
CONTACT PERSON: BRIAN PHILLIPS, PE | VICE PRESIDENT/PROJECT MANAGER | GRAND RAPIDS
O: 616.464.3807 | C: 616.443.9915 | BDPHILLIPS@FISHBECK.COM

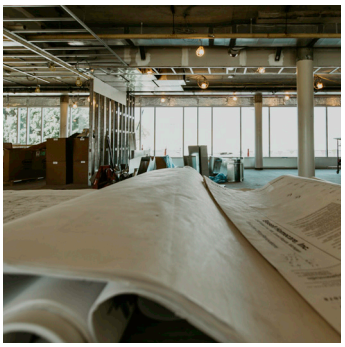
WEBSITE: WWW.FISHBECK.COM

OVERVIEW:

Fishbeck is a professional architectural/engineering, civil engineering, environmental, and construction services consulting firm that serves governmental, educational, healthcare, commercial, industrial, and private clients. Our range of services and integrated project approach provides our clients with specifically suited, innovative designs. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. Our design specialists are committed to providing creative, value-driven services.

SERVICE STRENGTH AND CAPABILITIES



ARCHITECTURE/ ENGINEERING

- Architecture
- Mechanical
- Electrical
- Structural
- Interior Design
- Systems Commissioning
- Indoor Air Quality
- Master Planning
- Facility Condition Assessment
- Energy Assessment

INFRASTRUCTURE ENGINEERING

- Wastewater Treatment
- Wastewater Collection
- Water Distribution
- Water Supply/Treatment
- Water Storage
- Watershed Management
- Stormwater Management
- Site Development
- Transportation
- Geospatial Services
- Asset Management

ENVIRONMENTAL SCIENCES

- Remediation
- State and Federal Environmental Program Assistance
- Air Quality
- Brownfield Redevelopment
- Water Resources
- Industrial Hygiene
- Asbestos/Lead Management
- Environmental Site Assessment
- Due Diligence

CONSTRUCTION

- Construction Management
- Design/Build
- Cost Estimating
- Scheduling
- Preconstruction
- Reconstruction and Cost Reduction Studies

ALL IN ONE. It's our mantra at Fishbeck as we strive to make your life easier. With so many services in-house, and so many offices to provide local service, Fishbeck is your all-in-one solutions provider.

02 — STATEMENT OF THE PROBLEM

STATEMENT OF THE PROBLEM

PROJECT UNDERSTANDING

The City's water supply comes from 16 wells; 12 of those wells are located at the Mansion Street Wellfield and 4 are located at the Ella Sharp Wellfield. The firm capacity of the wells is approximately 24 million gallons per day (MGD). The City's water source is classified as groundwater under the direct influence (GWUDI) of surface water. This classification is important when considering potential treatment options. The raw water has a total hardness of approximately 400-450 mg/L as CaCO3, depending on the combination of wells in operation.



The existing treatment plant was constructed in 1973 and consists of two clarifier trains, each with primary solids contact clarifiers, secondary solids contact clarifiers, gravity filtration, and disinfection. The water is softened in the clarifiers via a lime/soda ash process to reduce the hardness of the water. Sludge from the primary and secondary clarifiers is conveyed to five lagoons. The City provides its customers with an average finished water hardness of 140 mg/L as CaCO3.

The City has recently lost its largest industrial user, resulting in a loss of approximately 3 to 4 MGD of daily demand. The treatment plant has a rated capacity of 24.0 MGD, with a current average daily demand of approximately 6.7 MGD and a maximum day demand of approximately 13.5 MGD. Minimum demands during certain periods of time in the winter can approach 4 MGD. Based on operator feedback, the existing plant becomes difficult to operate at a treatment rate lower than 4 MGD.

The City has a long history of producing high quality finished water using the lime and soda ash softening process. This process uses a large footprint, requires a significant amount of chemicals, is messy to work with, and labor intensive. Additionally, the lime and soda ash softening process produces a large amount of sludge, which has seen management and disposal costs increase. The recent detection of PFAS in the sludge only heightens concerns with its proper disposal.

When considering long-term treatment options, the base option will be modernizing the existing lime and soda ash softening plant to bring it into compliance with Ten States Standards. Fishbeck process engineers will conduct a high-level review of the existing facility. Our local, in-house experts from supporting disciplines (civil, architectural, structural, mechanical, electrical, and construction estimating) will weigh in and help develop alternatives. We will identify major building deficiencies and treatment challenges and develop budgetary costs. Our fee does not include a detailed facility assessment, where representatives from each discipline perform detailed inspections; however, this service can be provided for an additional fee.

One major enhancement to the existing treatment process we plan to study would be the addition of mechanical dewatering for the lime and soda ash sludge. Our staff have designed several types of mechanical dewatering systems, including plate and frame presses, screw presses, and belt filter presses. We recently designed the Residual Handling Improvements project for the City of Grand Rapids at its Lake Michigan Filtration Plant. This project included construction of a new Residuals Pump Station to capture and pump the filter washwater and sludge blowdown streams. An existing clarifier was converted to equalization storage for both the reclaimed washwater and concentrated residuals streams. A second clarifier was modified to create two washwater clarifiers and two gravity thickeners. A new Mechanical Dewatering Building houses three screw presses.

We understand EGLE recently took exception to the current ferric chloride feed point, listing it as a deficiency in the March 2022 Sanitary Survey. We helped to resolve a similar deficiency at a neighboring lime softening plant, where the previous ferric chloride feed point was cited for inadequate mixing energy and non-optimum pH. We plan to evaluate if a similar modification could help to resolve the deficiency. Examples of additional enhancements we plan to evaluate include conversion from chlorine gas to sodium hypochlorite, retrofitting the existing gravity filters with filter to waste capabilities, replacing the high service pumping station, and constructing a second finished water reservoir.

Fishbeck understands the City wants an evaluation of available softening alternatives. Potential alternative softening technologies to consider might include ion exchange, pellet softening, and membrane softening (e.g., nanofiltration or reverse osmosis). Each technology has its benefits and drawbacks, which are briefly discussed below.

ION-EXCHANGE

Ion-exchange softening involves the use of pressure vessels loaded with resin beads. Calcium and magnesium ions are removed from the water by exchanging them with sodium ions. A sodium-based ion-exchange softening process would result in an increase in the treated water sodium concentration. Other types of ion exchange are generally not practiced at a municipal scale. The waste stream produced by the ion exchange process may be difficult to manage. The total dissolved solids concentration of the ion exchange waste stream would be high, potentially creating complications with operations at the City's wastewater treatment plant (WWTP). Additionally, the City would be required to purchase bulk quantities of high purity salt for regeneration of the ion exchange resin. Ion exchange softening is typically not implemented at the scale necessary to satisfy the City's projected system demands.



PELLET REACTORS

The use of pellet reactors for softening, which precipitates calcium carbonate onto a sand media in a vertical reactor, is only capable of removing carbonate hardness. The City's raw water has a significant amount of non-carbonate hardness (e.g., magnesium). Therefore, implementing pellet softening would result in a finished water softness level higher than what customers have grown accustomed to. Pellet softening is also typically not implemented at the scale necessary to satisfy projected system demands.

MEMBRANE SOFTENING

Membrane softening is the only alternative technology that we would anticipate evaluating as part of this study. Membrane softening can be accomplished using either nanofiltration or reverse osmosis membranes (NF/RO). Visually, these two types of membrane systems are nearly indistinguishable. With the evolution of low-pressure RO membranes, many groundwater softening applications have chosen RO as the more cost-effective method. Selection of the specific membrane type should be made during a detailed design phase and is not a critical piece of this evaluation. This proposal will generically refer to membrane softening, encompassing both types of membranes.



The membrane softening process is energy intensive; however, membranes provide a barrier that removes virtually all types of dissolved solids, including hardness components. Softening membranes have the added benefit of effectively removing many of the currently-regulated contaminants such as metals, organics, pesticides, and pathogens (including viruses), and have been shown to be effective in removing many of the emerging contaminants of concern (such as PFAS), as well as unregulated emerging contaminants. Some hardness in the water is desirable to provide a stable and non-corrosive water. To achieve this, the process normally includes bypassing a stream of

filtered, unsoftened water that is blended with the permeate water to achieve the target hardness level. We expect that pretreatment and filtration of the membrane feed water and bypass water will be required. In addition, adjustments to the blended softened water (such as pH, alkalinity and/or corrosion inhibitor) may be necessary to prevent unwanted corrosion in the distribution system.

Membrane softening produces a liquid waste stream (called concentrate) which can present disposal challenges. For example, the concentrate stream will be approximately 4 MGD with an assumed design capacity of 18 MGD (this will vary depending on the raw water characteristics). Due to potential problems and costs associated with concentrate disposal, we plan to have preliminary discussions with EGLE to determine if direct discharge to the Grand River via an NPDES permitted discharge is a viable approach. The most practiced (and frequently the most cost-effective) option for concentrate disposal across the country and in Michigan is discharge to a surface water, either directly without treatment or following treatment at a WWTP. Finding a cost-effective method of concentrate discharge will be critical to the viability of the membrane softening alternative. Depending on the outcome of discussions with EGLE and the City, consideration will be given to the use of high recovery NF/RO treatment options, which reduce the concentrate flow rate, but increase the TDS concentration. Consideration will also be given to energy conserving options (e.g., extra low-pressure membranes and/or energy recovery devices).

The membrane treatment system could be housed within a new standalone building or, possibly, retrofitted into the existing plant. We plan to evaluate both options, developing a conceptual layout for each. We are excited to collaborate with the City to explore several potential retrofit concepts, including but not limited to:

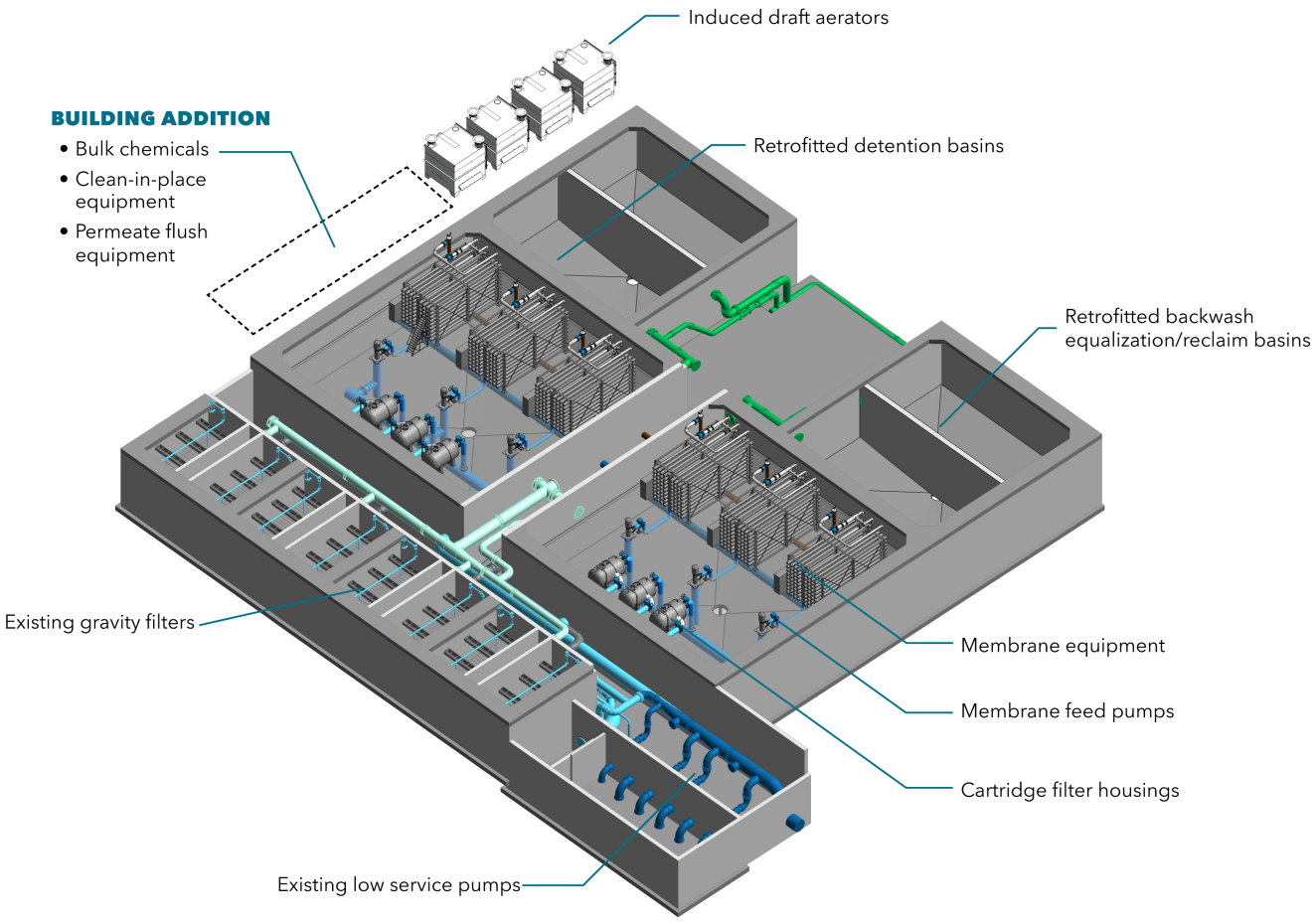
- Converting a primary clarifier into two aeration reaction tanks with the introduction of a divider wall and induced draft aerators. Aeration is an economical way to remove iron and manganese, which will foul membranes if not properly dealt with during pretreatment. Aeration would also remove dissolved carbon dioxide, potentially saving operating costs by reducing the need to dose as much pH adjustment chemical and/or operate degassifiers, since the membranes are not capable of removing dissolved gasses. To adequately remove manganese, chemical oxidation (such as sodium hypochlorite) may be necessary. Ultimately, pretreatment requirements would need to be verified during a future piloting phase.
- Converting the secondary clarifiers into rooms to house the membrane treatment units. Preliminary evaluation indicates it may be possible to retrofit the existing secondary clarifiers to house up to six membrane trains within the two basins.
- Converting the remaining primary clarifier into a backwash equalization and treatment system. A new wall would be constructed to divide the basin into two equal halves. This alternative would include constructing a washwater pump station to capture and pump washwater to the retrofitted primary clarifier, since it would not be possible for water to completely fill the basin by gravity. Use of a small conventional or microfiltration/ultrafiltration (MF/UF) side stream treatment system could be considered to allow the City to reclaim backwash water at a flow rate higher than the Backwash Reclaim Rule allows.
- While not noted in the latest Sanitary Survey, the current filtration rate is higher than we would expect. Ten States Standards indicates that typical filtration rates range from 2 to 4 gpm/sf. Filtration rates above that are only permitted after successful completion of a filter rate study. Water plant staff were not aware of such a study being completed. The City currently has four filters, each with a surface area of 841 sf. At a design flow rate of 24 MGD, this equates to a filtration rate of 5.0 gpm/sf with all filters online. If membrane softening is implemented, the typical rate at which the filters operate will increase, even though demands may not, as the filters will be required to treat the new concentrate waste stream. Depending on what target design capacity is selected, construction of additional filters may be recommended. We plan to evaluate filtration capacity as part of the study.
- If membrane softening is implemented, optimizing filter performance will be critical to protecting the membranes from damage. As previously mentioned, we plan to evaluate options for retrofitting the existing filters with filter-to-waste capabilities. This feature would help to minimize disruptions when a filter comes back online after a backwash and would also give operators an option to waste a filter if an upset caused a turbidity spike.

As a standard, we leverage the latest in virtual design tools to create 3-D models of our projects. Using these tools, we have found plant staff quickly develop a thorough understanding of the design intent and are able to provide meaningful feedback early in the design process. These 3-D models will be used to collaborate with the City at the Softening Alternatives Workshop. To demonstrate the power of these tools, we took the opportunity to get an advanced start on the conceptual layout for a membrane softening alternative which would be retrofitted within the existing plant footprint. We are excited to work with the City to refine this concept as part of the study.

Fishbeck understands the complexities with retrofitting existing treatment facilities with new treatment technologies. For the City of Ludington, we successfully converted one clarifier into two flocculation and sedimentation basins and another clarifier into two gravity filters and four chemical storage and feed rooms. With these improvements we were able to expand the plant capacity from 3 MGD to 8 MGD without increasing the footprint of the building. For the City of Grand Rapids, we successfully converted two clarifiers into 32 MGD flocculation and sedimentation basins, doubling the original capacity of the basins. Though we believe that Jackson's existing facility is generally in good condition; we look forward to applying what we have learned at other plants and to collaborating with the City to determine if retrofitting the existing building is in the City's best interests.

With the recent loss of the City's largest industrial user, minimum demands in the winter are at historic lows. In our opinion, the plant capacity needed to meet current demands is likely much lower than the current capacity of 24 MGD.
Any new treatment alternative would need the ability to operate over a wide range of flow rates. With membrane softening, selection of the most appropriate train size is important as the ability to turndown production for a given train is limited. As part of our evaluation, we plan to review current water demand trends and develop the optimum train size to provide the City with the flexibility they need.

While a high-level analysis could be conducted on each softening technology, we feel the two most likely alternatives are modernization of the existing lime softening process and the implementation of membrane softening. As such, we plan to limit the scope of the study to these two alternatives. Fishbeck will work with the City to develop a conceptual design and layout for each alternative. The conceptual design will be reviewed with the City and an opinion of construction cost will be developed for each alternative.



03 — WORK PLAN

WORK PLAN

SCOPE OF SERVICES

Our proposed scope of services includes the following components.

1. Review existing WTP design basis. The demand projections recently developed as part of the Reliability Study will be used as the starting point for establishing the softening capacity needs for use in alternative comparisons.
2. Our proposal includes the cost to collect and analyze raw well water samples from five wells for key parameters which are of particular concern to membrane softening. Membrane softening has special issues including potential sources of scaling that impact recovery and waste concentrate flow rate, so collection of specific raw water quality parameters is important. Certain water quality parameters can have major impacts on capital cost, operability, and annual costs.
3. Hold a project kickoff meeting to review the scope and the City's goals and concerns for this evaluation.
4. Confirm the softened water quality goals with the City.
5. Determine the footprint and space requirements and confirm that there is adequate space onsite for installation of the selected softening alternative. Consider site flooding concerns and perform preliminary research on flood elevations at the site.
6. Determine how a new softening process would integrate with the existing facility. Determine what equipment may need to be maintained, demolished, abandoned, or improved. Estimate the capital costs for needed improvements.
7. Develop a conceptual basis of design for the selected treatment technology, including the following:
    - Prepare schematic layout drawings for the selected treatment alternative illustrating the layout and design of the new facility. The design will be developed only to the level necessary to determine the footprint and space requirements, and to help determine the best onsite location.
    - Preliminary equipment sizing.
    - Chemical usage, storage, and feeding space requirements.
    - Establish power requirements.
    - Compare expected finished water quality to existing water quality.
        - Membrane softening will require blending the permeate with filtered water for stability and corrosion control. We will review water stability to determine what effects membrane softening will have on the finished water and if additional post-softening steps might be required to ensure a stable, non-corrosive water throughout the distribution system. Additional post-softening steps may include pH adjustment or a corrosion control chemical addition. The blending ratio, desired hardness, and alkalinity will also be considered. We will review water chemistry for each alternative using the Rothberg, Tamburini and Winsor model, comparing the pH, Alkalinity, Calcium Carbonate Precipitation Potential and Langelier Saturation Index.
    - Review waste disposal options. Evaluate the potential effects of disposing dewatered lime sludge or discharging the membrane concentrate:
        - Disposal of lime sludge. We will develop a conceptual layout for a mechanical dewatering system, review disposal options and associated costs.
        - Membrane concentrate disposal into the Grand River. Fishbeck will discuss this potential disposal alternative with EGLE. If feasible, we will evaluate a potential piping route and outfall location. We will also evaluate potential complications with crossing of the railroad spur.
        - Membrane concentrate disposal to the City's wastewater treatment plant (WWTP). If disposal to the Grand River appears unlikely, we will review sewer and WWTP capacity, and the potential effects of discharging membrane concentrate to the WWTP.
        - Operational/staffing requirements for each disposal alternative.
8. Evaluate the ability of a modernized lime softening plant or a membrane softening plant to treat for emerging contaminates. As an example, reverse osmosis membranes have shown to be effective at removing more than 90% of PFAS (including both long-chain and short-chain PFAS). We will review existing test results and evaluate if advanced treatment (granular activated carbon) may need to be implemented on the bypass stream.

9. Present the preliminary findings at a Softening Alternatives Workshop. Topics to be covered include a description of the softening processes and equipment, water chemistry, operation and maintenance requirements, expected finished water quality, waste stream disposal and residuals handling. The layouts will be developed only to the level needed to estimate costs.
10. Prepare an opinion of probable cost which includes:
    - Treatment equipment.
    - Building costs (civil, architectural, and structural).
    - Other capital costs
    - Chemical storage/feed and miscellaneous equipment costs.
    - Equipment installation costs.
    - Cost for mechanical process piping, plumbing and HVAC, electrical systems, and instrumentation and control systems.
    - Waste disposal system cost.
11. Operational Costs
    - Chemicals
    - Power
    - Labor
    - Waste disposal
12. Hold periodic progress meetings or conference calls to keep the City appraised of progress and regularly receive input from the City as the project develops.
13. Summarize the above evaluation in a report. Include a discussion of:
    - The key differences between the treatment alternatives.
    - Current and future regulatory considerations.
    - Effects on the distribution system and its water quality (i.e., lead and copper, THMs, and metals).
    - Potential impacts on, or anticipated changes to, the City's current regulatory parameters.
    - Adequacy of the ability of current staff to operate each of the systems.

SCHEDULE

Fishbeck understands that the purpose of the study is to assist the City with developing a long-term plan for operation of their water system and that the need for the study is not driven by an impending treatment concern. Data gathering and project setup can begin immediately upon award. While we are eager to work with the City on this important project, due to current workload, we anticipate our first availability to commit significant amounts of time toward the study will be in March of 2023. We will strive to improve on this schedule and notify the City if availability improves. Once started, we anticipate completing the initial evaluations and conceptual layouts within 12-16 weeks, and to complete the study within 24 weeks.

04 — QUALIFICATION QUESTIONNAIRE

QUALIFICATIONS QUESTIONNAIRE

FIRM EXPERIENCE

1. DESCRIBE YOUR FIRM'S EXPERIENCE IN PROVIDING STUDIES SIMILAR TO THE SERVICES REQUESTED BY THIS RFQP. DESCRIBE ONLY THE EXPERIENCE OF THE PROJECT-LEAD OFFICE. DO NOT DESCRIBE THE EXPERIENCE OF BRANCH OR CORPORATE OFFICES THAT WILL NOT HAVE PERSONNEL DIRECTLY INVOLVED IN PROVIDING THE REQUESTED SERVICES.



WATER SUPPLY AND TREATMENT

From project concept through start-up, we develop optimal solutions for every water treatment need. This range of services include studies, pilot testing, engineering design, and construction administration and inspection.





Fishbeck has completed similar water softening studies for numerous clients, including the City of Owosso, Gratiot Area Water Authority, City of Mt. Pleasant, Charter Township of Union, City of Grand Ledge, Michigan State University, and City of Harrison, Ohio. These studies have included services such as treatment evaluations, detailed facility assessments, alternative comparisons, and piloting of select treatment technologies. These projects were led by project managers and process engineers based in Grand Rapids. As it relates to this proposal, the bulk of the work will be completed out of Grand Rapids, with support from our Membrane Expert (Scott Freeman) in Madison, Wisconsin.

GROUNDWATER SUPPLIES

- Iron Filtration
- Lime Softening
- Membrane Softening (NF/RO)
- Ion Exchange

SURFACE WATER SUPPLIES

- Conventional Treatment
- Membrane Filtration (Microfiltration and Ultrafication)
- Advanced Treatment Processes

CHEMICAL STORAGE AND FEED SYSTEMS

- Treatment and Disinfectant Chemicals
- Hypochlorite Generators

GENERAL

- Water Source Development
- Treatability and Pilot Testing
- Instrumentation and SCADA Systems
- Solids Handling and Dewatering
- Security Systems

QUALIFICATIONS QUESTIONNAIRE

KEY PERSONNEL

2. LIST THE KEY PERSONNEL OF YOUR FIRM TO BE WORKNG ON THIS PROJECT ALONG WITH THEIR DEGREE-SPECIALTY-REGISTRATION AND THE NUMBER OF YEARS OF EXPERIENCE, BOTH TOTAL YEARS AND YEARS WITH YOUR FIRM. INDICATE THE PHYSICAL LOCATION OF EACH INDIVIDUAL'S WORKSTATION OR BASE OF OPERATIONS (PROJECT LEAD OFFICE, SUBORDINATE BRANCH OFFICE, LAB, FIELD, ETC.,) WHILE WORKING ON THE PROJECT. ATTACH RESUMES.

The following organization chart shows our key personnel and their respective office location for this project. They are available to begin immediately and complete the work as requested. Their resumes follow and present technical competence and specialized experience, along with their degree-specialty-registration information and years of experience.

OFFICE LOCATIONS
Grand Rapids (GR)
Lansing (L)
Wisconsin (WI)

CITY OF JACKSON

TECHNICAL ADVISOR
Scott Freeman, PE (WI)

PROJECT MANAGER
Brian Phillips, PE (GR)

PRINCIPAL-IN-CHARGE
Jeff Brown, PE (L)

PROCESS
PROCESS ENGINEER
Colin McCorkle (GR)
Michael Hansen (GR)

ADDITIONAL STAFF
As needed



BRIAN PHILLIPS, PE

VICE PRESIDENT | SENIOR WATER & WASTEWATER ENGINEER

Brian has both engineering and construction experience. His engineering experiences include all phases of water projects including conceptual planning, process development, detail design, and construction. In addition, he has experience working on water and wastewater treatment systems, pumping systems, chemical feed systems, and water distribution systems.

YEARS OF EXPERIENCE

17 years — Fishbeck
20 years — total

EDUCATION

MS in Civil Engineering, South Dakota School of Mines and Technology

BS in Civil Engineering, Ohio Northern University

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer – Michigan, Ohio

LEED Accredited Professional

AFFILIATIONS

American Water Works Association, Michigan

EXPERIENCE

WATER PROCESS

CITY OF HARRISON, OHIO

Design of a reverse osmosis softening addition to an existing iron removal plant.

WRIGHT PATTERSON AIR FORCE BASE | OHIO

WATER SOFTENING FACILITY IMPROVEMENTS

Study, design, and construction phase services for rehabilitation of three softening facilities including replacement of all piping, instrumentation and controls and process equipment.

FACILITY 21630 GAC TREATMENT FACILITY

Design services for a 6-MGD granular activated carbon treatment facility for the treatment of PFAS.

CITY OF LUDINGTON, MICHIGAN

Expansion of a 3.2-MGD conventional plant to an 8-MGD high rate sedimentation WTP.

GREAT LAKES WATER AUTHORITY

RAW WATER SAMPLING MODIFICATIONS AT THE SOUTHWEST WTP

Design and construction phase services for an innovative and cost-effective approach to obtain
a representative raw water sample, resolving a standing deficiency identified by EGLE.

NORTHEAST WTP FLOW CONTROL FACILITY

Lead process engineer on a design-build project to construct a flow control facility that includes four 48-inch plunger valves with a total design capacity of 200-MGD.

SPRINGWELLS FLOCCULATORS

Design services for replacement of 200 mgd of existing direct drive horizontal flocculators, along with basin access improvements, flushing system replacement, and electrical improvements.

GRATIOT AREA WATER AUTHORITY | ALMA AND ST. LOUIS, MICHIGAN

- Completed study evaluating potential alternatives for replacement of the City of St. Louis water system.
- Design and construction phase services for expansion of a 6-MGD lime softening plant.
- Design and construction phase services for construction of two 3-MGD booster stations.
- Design and construction phase services for numerous well houses.

LANSING BOARD OF WATER & LIGHT, MICHIGAN

DYE WATER PLANT

- Design and construction services to replace a dust collection system for lime and soda ash.
- Design and construction management services for the replacement of raw water piping, valves and actuators for a 40-MGD facility. Work included extensive jet grouting and a TERS.

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BRIAN PHILLIPS, PE, LEED AP

VICE PRESIDENT | SENIOR WATER & WASTEWATER ENGINEER

WISE ROAD WATER PLANT

- Design and construction phase services for replacement of process equipment, chemical feed systems, electrical and instrumentation equipment, and SCADA system for a 10-MGD facility.

CITY OF GRAND RAPIDS, MICHIGAN

LAKE MICHIGAN FILTRATION PLANT – 135-MGD RATED CAPACITY

- Design and construction phase services for a series of projects rehabilitating the flocculation/ sedimentation tanks; including new interior waterproof lining, traffic bearing coating on tank exterior and both interior and exterior expansion joint replacement.
- Design and construction phase services for a series of projects rehabilitating the filter cells; included new interior waterproof lining, new filter underdrain system, and installation of motorized valve actuators.
- Design and construction services for retrofitting existing up flow clarifiers into 64-MGD flocculation/ sedimentation basins with sludge collection. Project also included replacement of 86 MGD of existing horizontal flocculators.
- Conducted an evaluation of various Chemical Building components following a chemical release.
- 2015 and 2018 Comprehensive Master Plan Update: conducted assessment of unit processes, reviewed performance data, and future site plan development planning.
- Design phase services for a residuals handling improvements project which included a residuals pump station, equalization basins, two backwash clarifiers, two sludge thickeners, and a building addition to house three screw presses.

CITY OF WYOMING, MICHIGAN

DONALD K. SHINE WTP

Design phase services for a 78-inch raw water intake in Lake Michigan including modifications to the existing shore well pumping station.

CITY OF SOUTH HAVEN, MICHIGAN

- Completed WTP reliability study and water plant expansion alternatives analysis.
- Design and construction phase services for construction of a 7mgd replacement surface WTP. Project included a new Lake Michigan intake and raw water pumping station.

CITY OF ST. JOSEPH, MICHIGAN

- Design phase services for a 36mgd Lake Michigan surface water intake.
- Design and construction phase services for a filter rehabilitation project which included underdrain, surface wash, and media replacement.

CITY OF MARINETTE, WISCONSIN

Design and construction phase services for a 5-mgd replacement surface WTP, which included pretreatment and microfiltration. Project also included administration building and maintenance garage.

OTTAWA COUNTY ROAD COMMISSION | GRAND HAVEN, MICHIGAN

- Design and construction phase services for expansion of a 23.25-mgd high-rate monomedia direct filtration surface WTP.
- Construction phase services for improvements to the raw water pumping system; including transmission mains, ground storage tank, and VFDs on existing raw water pumps.
- Completed WTP reliability study.

MICHIGAN STATE UNIVERSITY | EAST LANSING, MICHIGAN

MAIN CAMPUS WATER SYSTEM IMPROVEMENTS

Design and construction phase services for an 8-MGD iron removal treatment plant and 2-MG elevated storage tank. Following construction of the WTP, performed process commissioning activities to demonstrate plant performance to EGLE.



JEFF BROWN, PE

SENIOR VICE PRESIDENT | PRINCIPAL

Jeff is an experienced civil engineering project manager. His areas of concentration include general municipal engineering, utility master planning, drainage/ stormwater management, utility improvements, water systems, pumping stations, and sanitary sewers.

YEARS OF EXPERIENCE

20 years — Fishbeck
30 years — total

EDUCATION

BS in Civil Engineering,
Michigan State University

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer – Michigan

MEMBERSHIPS

5S Member (Select Society of Sanitary Sludge Shovelers)

Water Environment Federation
- Michigan
- Ohio

AWARDS

2013 MWEA Collections Systems Engineer of the Year

EXPERIENCE

WATER DISTRIBUTION

VILLAGE OF SUNFIELD, MICHIGAN

WATER TOWER DESIGN

Project manager responsible for design of a 300,000-gallon water tower and approximately 1,000 lf of water main.

GENOA TOWNSHIP, MICHIGAN

OAK POINTE WATER EXPANSION

Project manager responsible for the design of a 500,000-gallon, ground-level water storage tank and booster station to serve a residential service district that was experiencing high peak hour flows in the summer.

GRAND OAKS WATER IMPROVEMENTS

Project manager responsible for design of a water system expansion to serve an existing industrial park.

WEST GRAND RIVER WATER IMPROVEMENTS

Resident project representative for the project, including installation of approximately 30,000 feet of water main through a commercial area along a heavily traveled state road.

OAK POINTE WATER IMPROVEMENTS

Project engineer for a series of projects to upgrade the existing system including installation of a third well and an iron removal facility, and the construction of a 150,000-gallon water tower.

OCEOLA TOWNSHIP, MICHIGAN

THOMPSON LAKE WATER IMPROVEMENTS

Project engineer for design of a new water system to serve the residential area north and east of Thompson Lake.

CHICAGO DRIVE WATER IMPROVEMENTS

Project engineer involved in the design of a series of projects to serve the southwest side of Thompson Lake.

CITY OF ST. JOSEPH, MICHIGAN

RIVER CROSSING

Project manager responsible for project design, including directional drilling a 20-inch water main under the river.

CITY OF ALMA, MICHIGAN

WELL 2A AND WELL 8 TRANSMISSION MAINS

Project manager for the design of two projects that connected well houses to the WTP. The projects included trenchless construction along a major roadway and a river crossing. Coldwater BPU, Michigan

EAST END WATER IMPROVEMENTS

Construction of a new water tower, water booster station, and miscellaneous water main improvements.

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JEFF BROWN, PE

SENIOR VICE PRESIDENT | PRINCIPAL

ROADS/HIGHWAYS DESIGN

CITY OF GRAND LEDGE, MICHIGAN

PLEASANT AND WEST FRONT STREETS

Project manager responsible for street and utility improvement design.

WASHINGTON STREET

Project manager responsible for street and utility improvement design.

WEST MAIN STREET

Project manager responsible for street and utility improvement design.

SAUK TRAIL INDUSTRIAL PARK | SALINE, MICHIGAN

ROADWAY AND UTILITY IMPROVEMENTS

Project manager responsible for roadway and utility improvements design to serve a 110-acre site. The project included a series of individual and community detention basins to allow the site to drain to a restricted outlet.

ASSET MANAGEMENT

Overall project manager of asset management programs for numerous communities, including:

- City of Lansing
- City of Coldwater
- Michigan State University
- Village of Baldwin
- City of Jackson
- City of Niles
- City of Charlotte
- City of Cedar Springs
- Village of Stevensville
- Meridian Township
- Village of Spring Lake

GENERAL CIVIL CONSULTING

GENOA TOWNSHIP, MICHIGAN

Assisted this rapidly developing Township in reviewing site plans and planning their utility systems. Services included reviewing site plans, developing utility standards, making public presentations, meeting with residents, coordinating ongoing projects, and addressing day-to-day issues with the existing water and sanitary sewer systems.

CITY OF WILLIAMSTON, MICHIGAN

Assisted this rapidly developing City in planning their road and utility systems. Services included reviewing site plans, coordinating ongoing projects, updating their utility standards, soliciting grant funding, and addressing day-to-day issues with the existing road and utility systems.

CITY OF GRAND LEDGE, MICHIGAN

Assisted in planning road and utility systems. Services included coordinating ongoing projects, site plan reviews, soliciting grant funding, and addressing day-to-day issues with the existing road and utility systems.

VILLAGE OF SUNFIELD, MICHIGAN

Assisted the Village in planning their utility systems. Services included coordinating ongoing projects, site plan reviews, soliciting grant funding, and addressing ongoing issues with the utility and drainage systems.

SCOTT FREEMAN, P.E.[1]
MEMBRANE MEDIC LLC
404 S. BLOUNT – UNIT 301, MADISON, WI 53703
CEL 913.707.1408 **EMAIL** MembraneMedic@gmail.com

Scott Freeman is a chemical engineer with more than 35 years of water treatment experience specialized in the application and evaluation of membrane processes including membrane softening, reverse osmosis (RO), nanofiltration (NF), electrodialysis (ED/EDR), microfiltration (MF), and ultrafiltration (UF). He has assisted dozens of clients with designs, pilots, evaluations, troubleshooting, start-ups, and operator training. His work with clients and utilities across the country and around the world has included working on 5 continents.

He has also provided pro-bono assistance to membrane organizations including recently being an invited co-author/editor of AWWA's M46 Manual for NF/RO, as well as chairing AWWA's Membrane Standards Committee and as a board member and past-president of AMTA, the American Membrane Technology Ass'n. Industry honors include WEF's Willem Rudolfs Medal, which was awarded for pioneering work with membranes and he holds a US Patent. He has also often written articles for technical journals and conferences. His past job experience includes working for a major RO/NF membrane manufacturer, FilmTec, and 25 years with major water treatment engineering firm, Black & Veatch, as their Membrane Technology Lead. More recently Scott has worked with Fishbeck on membrane projects.

Education - He has B.A., Environmental Studies (Honors) and B. S., Chemical Engineering degrees from The University of Kansas, Lawrence.

Projects – Partial list of projects includes the following:

- Harrison, Ohio, WTP Improvements (Adding RO Membrane Softening to Drinking Water Plant).
- San Antonio, TX, SAWS, Brackish Groundwater Desalination, 12-30 mgd RO (Drinking Water).
- Lubbock, TX, South WTP, 15 mgd UF (Surface Water Treatment; Drinking Water).
- WaterOne, KS, Wolcott WTP 31 mgd MF (Surface Water Treatment; Drinking Water).
- Fargo, ND, 18 mgd UF and RO (Surface Water Treatment; Drinking Water).
- Mankato, MN, 12 mgd UF element replacement (Surface Water Treatment; Drinking Water).
- Alameda County Water District, CA, Troubleshooting existing UF & pre-design ceramic membrane (Surface Water Treatment; Drinking Water).
- Brisbane, Queensland, Australia, 61 mgd, 3 sites, fast-track due to water emergency (Reuse).
- Singapore PUB, multiple facilities – Drinking water: 72 mgd Chestnut, 48 mgd CCK, 74 mgd Lower Seletar. Reuse: 50 mgd Changi. Seawater desal: 36 mgd and 84 mgd Tuas I and II.
- Jordan: Wadi Ma'in – Zara Ma'in, 34 mgd RO, Owner's Engr (Groundwater; Drinking Water).
- Minneapolis, MN, Columbia Heights, 70 mgd UF (Surface Water Treatment; Drinking Water).
- Orange County Water District, CA, GWRS, 30 mgd expansion to GWRS w/ UF and RO (Reuse).
- NE Bakersfield, CA for Cal Water, 20 mgd MF/UF (Surface Water Treatment; Drinking Water).
- NW Bakersfield, CA for Cal Water, 8 mgd MF/UF (Surface Water Treatment; Drinking Water).
- SJWD, SC, 4 mgd MF/UF (Surface Water Treatment; Drinking Water).

[1] P.E., Registered Professional Engineer, Chemical Engineering, Minnesota No. 16706 (initially awarded 1984)

- Geneva, IL, 8 mgd RO (Groundwater; Drinking Water).
- Sioux City, IA 10 mgd MF/UF (Surface Water Treatment; Drinking Water).
- Carlsbad, CA, 50 mgd Seawater RO as lender's engineer (Seawater Desalination for Drinking).
- O Fallon, MO, 6 RO (Groundwater).
- Silicon Valley, Santa Clara, CA 6 mgd MF and RO (Reuse)
- Scottsdale (Arizona) Water Campus, MF and RO (Reuse).
- Chandler, AZ, 2 mgd Industrial-Municipal Reuse with MF, RO, NF (Reuse).
- Carlsbad, CA, 1 mgd MF/UF (Reuse).
- Carson, CA for West Basin, 6 mgd (Reuse).
- DSRDS, Pleasanton, CA, 3 mgd MF/UF and RO (Reuse).
- Livermore, CA, 1 mgd demonstration of MF/UF and RO(Reuse).
- SSJID, CA, 40 mgd of MF/UF (Surface Water Treatment; Drinking Water).
- Stone Canyon Membrane Filtration Plant, Los Angeles Dep. of Water and Power, 6.7 mgd of MF/UF (Surface Water Treatment; Drinking Water).
- Zone 7, CA, Altamont WTP, 24 mgd (Surface Water Treatment; Drinking Water).
- Kill Devil Hills, NC, 3 mgd brackish RO (Drinking Water).
- Rodanthe, NC, 1 mgd brackish RO (Drinking Water).
- Charlotte, NC, 3 mgd MF/UF waste water reclamation (reuse).
- Ft Lupton, CO, 3 mgd MF (Surface Water Treatment; Drinking Water).

Examples of publications:

- Freeman, S., "Improve Membrane System Performance and Reduce Costs," AWWA's *Opflow* Jour, v.45, n.12, Dec 2019, pp 10-14.
- Freeman, S., "Membrane System Design and Operating Basics People Don't Talk About (Much)," AWWA/AMTA Memb Tech Conf, New Orleans, Feb 2019.
- Freeman, S., "Improving MF/UF Membrane Operations and Troubleshooting with 4 Easy Steps," AWWA/AMTA Memb Tech Conf, New Orleans, Mar 2020, and related article in AMTA's *Solutions* magazine, v. 40, n. 2, 2021.
- Freeman, S., et al, "Drought relief in South East Queensland, Australia provided by membrane-reclaimed water," *Jour AWWA* 100:2 Feb 2008 pp 40-52.
- Veerapaneni, S. et al (including Freeman), "Reducing energy consumption for seawater desalination," *Jour AWWA* 99:6 Jun 2007 pp 95-106.
- Freeman, S., "Membrane use for water treatment is on the rise," *Public Works* mag, v.133, n.7, June 2002, pp 16-20.
- Freeman, S., et al, "A Clear Advantage - Membrane Filtration Gaining Acceptance in Water Quality" *Water Env & Tech*, v. 14, n. 1. Jan 2002.
- Freeman, S. and Harvey, G. "As Easy As 1, 2, 3 ...(Wastewater Recycle and Reuse)," *Industrial Wastewater*, Sept Oct 1999, pp 30-34.
- U.S.Patent No. 5,158,681, Dual membrane process for removal of organic compounds from water.



YEARS OF EXPERIENCE

8 years — Fishbeck
9 years — total

EDUCATION

MS in Environmental Engineering, Michigan Technological University

BS in Civil Engineering, University of Michigan

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer – Michigan

MEMBERSHIPS

American Water Works Association/Michigan Section

COLIN MCCORKLE, PE

SENIOR WATER & WASTEWATER ENGINEER

Colin has both engineering and construction experience. His engineering experiences include all phases of water, wastewater and structural projects including conceptual planning, process development, detail design, and construction. In addition, he has experience working on water and wastewater treatment plants, pumping systems, and water distribution systems.

EXPERIENCE

WATER PROCESS

MUNICIPAL

CITY OF SOUTH HAVEN, MICHIGAN

Design of a hypochlorite dilution feed.

CITY OF GRAND LEDGE, MICHIGAN

Design of an orthophosphate chemical feed system.

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY | MUSKEGON, MICHIGAN

Evaluation and coordination of repairs to the Ott Story WTP.

CITY OF MARQUETTE, MICHIGAN

- Coordination and design of repairs to the system's water intake.
- Design of upgrades to the high service and low service pumps.

CITY OF SAINT JOSEPH, MICHIGAN

- Development of a Drinking Water Revolving Fund project plan for the City including an evaluation of the WTP and the distribution system.

WATER DISTRIBUTION

CITY OF ANN ARBOR, MICHIGAN

- Hydraulic modeling analysis of the addition of an elevated water storage tank to the West High District.
- Completed water system modeling for entire system, for various operating scenarios. Developed figures with key operating parameters for water system operators to reference.

CITY OF SYLVANIA, OHIO

Conducted a study in conjunction with GLWA staff, evaluating transmission main system from the GLWA water system to serve City and potential regional partners.

GREAT LAKES WATER AUTHORITY, MICHIGAN

Hydraulic modeling of the distribution system to evaluate the hydraulics of the addition of a new flow control facility between the Water Works Park Treatment Plant and the Northeast Treatment Plant, including hydraulic transient analysis.

CITY OF COLDWATER, MICHIGAN

- Hydraulic modeling of the distribution system to evaluate the addition of a major industrial user. Water system improvements were sized and designed using the hydraulic model.
- Design and construction administration of a 3-MGD booster station.

CITY OF MOUNT PLEASANT, MICHIGAN

Analysis of potentially combining the City of Mount Pleasant's and Charter Township of

COLIN MCCORKLE, PE

SENIOR WATER & WASTEWATER ENGINEER

Union's water system, including the hydraulics of combining the two systems, expansion of the City Treatment Plant, and evaluating water distribution system improvements needed.

CITY OF IONIA, MICHIGAN

- Distribution system modeling and field testing of distribution system to investigate system deficiencies.
- Water asset management plan development.

CITY OF GRAND LEDGE, MICHIGAN

Distribution system modeling and field testing of distribution system to investigate system deficiencies.

CITY OF SOUTH HAVEN, MICHIGAN

Distribution system modeling and development of unidirectional flushing program.

CITY OF LUDINGTON, MICHIGAN

- Distribution system modeling and evaluation of the system's pumping capabilities.
- Evaluation of needs and costs associated with refurbishment and replacement of system pumps.
- Water asset management plan development.

CITY OF ST. LOUIS, MICHIGAN

- Aided in the preliminary design of a new 0.5-MG elevated tank as part of the GAWA project.
- Modeled water system changes as part of the GAWA project.
- Distribution system modeling and field testing of distribution system to investigate system deficiencies.

CITY OF ALMA, MICHIGAN

- Distribution system modeling and field testing of distribution system to investigate system deficiencies.
- Design of two well houses to provide more capacity for the WTP.

CITY OF MACKINAC ISLAND, MICHIGAN

- Development of a hydraulic model for the water system. Distribution system modeling and field testing of distribution system to investigate system deficiencies.
- Condition assessment of the water treatment plant and water system facilities.
- Development of a capital improvements plan for the water system and treatment plant for a 20-year period.

CONSTRUCTION

CITY OF IONIA, MICHIGAN

Site engineer at WWTP coordinating between contractors and the client.

CITY OF ST. LOUIS, MICHIGAN

Site engineer coordinating between contractors and the client for well house construction.

CITY OF COLDWATER, MICHIGAN

Site engineer coordinating between contractors and client for construction of booster station.



MICHAEL HANSEN

WATER & WASTEWATER ENGINEER

Michael has engineering experience in water and wastewater infrastructure. His engineering experiences include water distribution and process design; as well as, system planning, reliability studies, and hydraulic modeling.

YEARS OF EXPERIENCE

3 years — Fishbeck
3 years — total

EDUCATION

BS in Engineering, Civil/ Environmental Concentration, Calvin College

REGISTRATIONS/ CERTIFICATIONS

Engineer in Training – Michigan

MEMBERSHIPS

American Water Works Association

EXPERIENCE

WATER PROCESS

CITY OF JACKSON, MICHIGAN
PILOT DRINKING WATER GRANT

Development of a Drinking Water State Revolving Fund project plan for the City including an evaluation of the WTP and the distribution system.

GREAT LAKES WATER AUTHORITY | DETROIT, MICHIGAN
SPRINGWELLS FLOCCULATORS

Design services for replacement of 200 mgd of existing direct drive horizontal flocculators, along with basin access improvements, flushing system replacement, and electrical improvements.

COLDWATER BOARD OF PUBLIC UTILITIES | COLDWATER, MICHIGAN
WTP FILTER AND SODIUM HYPOCHLORITE IMPROVEMENTS

- Preliminary study, design, and construction services to replace a gaseous chlorine system with a liquid sodium hypochlorite storage and chemical feed systems.
- Design and construction services for filter control valve actuator replacement.

AMERICAN WATER WORKS | GREENE COUNTY, OHIO
WRIGHT-PATTERSON AIR FORCE BASE PUMPING STATION

Completed study evaluating potential alternative locations for the construction of a new booster station, area interconnection, and transmission mains.

WRIGHT-PATTERSON AIR FORCE BASE FACILITY 30172 EVALUATION

Preliminary design of a replacement pumping station for a fire protection system and the potable distribution system, relocation of chemical feed facilities, and master planning for future growth.

OTTAWA COUNTY ROAD COMMISSION | GRAND HAVEN, MICHIGAN
WATER RELIABILITY STUDY

Completed WTP reliability study, intake evaluation, and water plant expansion alternatives analysis.

GRATIOT AREA WATER AUTHORITY | ST. LOUIS, MICHIGAN
WELL 12

Design for a new well and well house to supplement the raw water supply of the system.

LANSING BOARD OF WATER & LIGHT | LANSING, MICHIGAN
DYE WATER PLANT HYPOCHLORITE TANK REPLACEMENT

Design and construction administration services for sodium hypochlorite chemical storage tank replacement.

CITY OF ST. CLAIR, MICHIGAN
WTP STUDY

Conducted a conditions assessment and improvements evaluation for various WTP components as well as water plant expansion alternatives analysis.

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MICHAEL HANSEN

WATER & WASTEWATER ENGINEER

GENERAL WATER SUPPLY

CITY OF GRAND LEDGE, MICHIGAN

MODELING SUPPORT

Evaluation of a new regional water supply including a transmission main network, booster stations, storage improvements, and chemical boosting. A comparison to the construction of a new water treatment plant and other treatment alternatives was conducted.

WATER DISTRIBUTION

CITY OF JACKSON, MICHIGAN

WATER ASSET MANAGEMENT

Water asset management plan development including calibration of the City's water distribution hydraulic model.

AMERICAN WATER WORKS | GREENE COUNTY, OHIO

WRIGHT-PATTERSON AIR FORCE BASE WATER SYSTEM HYDRAULIC MODEL

- Development of a hydraulic model for three separate water systems on base. Distribution system modeling and field testing to investigate system deficiencies.
- Calibration and creation of extended period hydraulic model simulations to evaluate impacts of operational changes and proposed facility improvements.
- Condition assessment of the WTP and water system facilities.
- Development of a capital improvements plan for the base water systems, storage needs, and treatment plants for a 20-year period.

COLDWATER BOARD OF PUBLIC UTILITIES | COLDWATER, MICHIGAN

RELIABILITY STUDY UPDATE

Water system reliability study update, model calibration, and capital improvement recommendations. Evaluated scenarios for potential industrial user growth.

MICHIGAN STATE UNIVERSITY | EAST LANSING, MICHIGAN

UNIDIRECTIONAL FLUSHING PROGRAM

Developed a unidirectional flushing program using the existing hydraulic model to flush the entire domestic water system prior to WTP start-up. Developed work orders and valve sequencing for operators and staff to reference.

CHILLED WATER PLANT WATER PRESSURE STUDY

Field testing and hydraulic model simulations to identify root causes for capacity limitations. Developed recommendations to resolve low pressure concerns that impacted the make-up water capacity under peak conditions.

WATER RELIABILITY STUDY

Water system reliability study update to include new WTP, model calibration, and capital improvement recommendations.

CITY OF LUDINGTON, MICHIGAN

WATER RELIABILITY STUDY UPDATE

Water system reliability study update, model calibration, and capital improvement recommendations.

CONSTRUCTION

MICHIGAN STATE UNIVERSITY | EAST LANSING, MICHIGAN

WTP COMMISSIONING AND START-UP

- Construction phase inspection of equipment and filter media installation.
- Following construction of the WTP, performed process commissioning activities to demonstrate proper plant performance to EGLE.
- Development of an operations and maintenance manual for WTP staff.

QUALIFICATIONS QUESTIONNAIRE
COMPLETED PROJECTS

3. LIST REPRESENTATIVE PROJECTS YOUR FIRM HAS COMPLETED WITHIN THE LAST FIVE YEARS. LIST ONLY THOSE PROJECTS COMPLETED BY THE PROPOSED PROJECT LEAD OFFICE. DO NOT DESCRIBE PROJECTS COMPLETED BY BRANCH OR CORPORATE OFFICES. THE LIST WILL INCLUDE NAME AND TYPE OF PROJECT, LOCATION, YEAR COMPLETED, NAME AND ADDRESS OF OWNER AND COSTS.

Fishbeck staff constitute one of the most qualified, experienced teams of water professionals in the industry. We provide clients the full spectrum of water services including studies, hydraulic modeling, planing, compliance consultation, treatability studies, design, construction services, and start-up/operation and maintenance training. Beginning with a project's concept through its successful start-up, Fishbeck develops optimal solutons for every water treatment need.

The projects in this section were selected to demonstrate our experience and knowledge with projects similar to those that fit the City's needs. **Design for all listed projects was completed from Fishbeck's Grand Rapids office, with support from regional offices as necessary**. Past experience demonstrates Fishbeck has the capability and manpower to complete the project on schedule and economically. Previous projects will speak for themselves in regards to design efficiency, detail, and innovation.









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WATER SOFTENING IMPROVEMENTS DESIGN AND CONSTRUCTION

CITY OF HARRISON, OHIO

PROJECT DATA

Design Start: March 2019
Design Completion: August 2020
Design Engineering Fee: $700,000
Construction Start: October 2020
Construction Engineering Fee: $700,000
Construction Cost: $6.8 million

STAFF INVOLVED

Brian Phillips - Project Manager
Scott Freeman - Membrane Expert
Colin McCorkle - Process Engineer

REFERENCE

Jim Leslie
513.367.2111

The City of Harrison recently completed construction of a new central water softening facility to handle its extremely hard water. The raw water hardness averages 360 mg/L (as calcium carbonate – CaCO3). The City's primary goal was to reduce hardness to a target of 140 mg/L as CaCO3. The new RO membrane softening system was integrated with the City's existing equipment and is located on their old plant site.

The existing water treatment plant provides iron and manganese removal using pressure filters but did not previously reduce hardness. The existing pressure filters continue to be used in conjunction with the new softening facility, to remove iron and manganese before softening. The new softening facility is designed for an initial maximum treatment capacity of 2.40 MGD, which provides additional capacity for water demand increases in the future and can be further expanded for an ultimate softening capacity of 3.2 MGD. The new softening system uses Reverse Osmosis (RO) membrane treatment to soften the water. The system includes three RO membrane skids with room for an additional skid to meet future needs, chemical feed systems, and associated equipment. The new softening equipment is housed in a new 4,700-sf building addition located north of the existing building.

The total cost of the new facility was $6.8 million. With the new softening plant in operation, water system customers who currently have individual in-home water softeners could reduce or eliminate their home softener usage. Many users could offset the added expense of the new treatment plant by the savings realized from eliminating the operation of their in-home softeners.

Design for this project was completed in Fishbeck's Grand Rapids offices with Brian Phillips as Project Manager and lead design engineer.





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WATER TREATMENT PLANT IRON REMOVAL

MICHIGAN STATE UNIVERSITY | EAST LANSING, MI

PROJECT DATA

Completion Date: August 2020
Cost: $18 million

STAFF INVOLVED

Brian Phillips - Lead Designer
Colin McCorkle - Design Engineer

REFERENCES

Sherri Jett
517.355.3314

Tom Silsby
517.884.7109

Michigan State University (MSU) owns and operates a water system that serves their East Lansing campus. This system relies on 17 wells for water supply. The wells have undesirable concentrations of iron and manganese, and marginal concentrations of radium. In 2016 Fishbeck completed a planning study evaluating options for improving water quality on Campus, including construction of a new plant and purchase of water from adjacent communities.

In 2017 Fishbeck was retained to design an elevated storage tank and iron removal plant. A formal site selection process was first completed which identified five potential campus sites. A detailed matrix considered 15 parameters, including cost, future expansion, service access, supporting utility access, aesthetics, and master plan compatibility. Multiple stakeholder meetings were conducted to narrow the selection to two sites. The elevated storage tank and water treatment plant were then modeled in 3D, and fly-through videos were developed using Google Earth to aid stakeholders in site selection. The same process was later used to identify the design and placement of the elevated storage tank logos. This site selection process engaged stakeholders, allowed them to voice their concerns, and ultimately resulted in a consensus of how to move forward.

The elevated storage tank design considered tank location, storage volume, and operating levels. Hydraulic modeling determined the resulting system pressures at average and maximum day demand conditions, and the available fire flow. Costs were developed for the various size and types of tanks. Ultimately, a 2-MG composite elevated storage tank was selected and designed. The tank was constructed on an auger-cast pile sub-foundation, due to inadequate soil bearing capacity onsite.

Fishbeck coordinated a skid-mounted pilot study as part of preliminary design activities which identified media selection and confirmed treatment performance. The iron filtration facility was designed and constructed with a treatment capacity of 7 MGD. Provisions were included to allow for expanding the facility to 8.8 MGD simply by adding one additional horizontal pressure filter. The facility also included a hydrous manganese oxide batching and feed system for radium removal. The 11,600-sf water treatment facility includes process areas, chemical storage rooms, a laboratory and control room, maintenance workshop, and administration spaces.

Construction activities were completed in the Fall of 2020, including an extensive startup and commissioning phase. Fishbeck performed onsite commissioning activities, including full-scale pilot testing of the filters, reporting, and EGLE involvement and approval. Corrosion coupon testing at the WTP and in the distribution system was also performed to optimize phosphate chemical type and dosage. In preparation for placing the facility online, Fishbeck developed a campus-wide Unidirectional Flushing Program for the distribution system.







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LAKE MICHIGAN FILTRATION PLANT PRETREATMENT SYSTEM IMPROVEMENTS

CITY OF GRAND RAPIDS, MICHIGAN

STAFF INVOLVED
Brian Phillips - Lead Designer

REFERENCE
Wayne Jernberg, PE
616.456.4055

Fishbeck was selected to design the retrofit of two of the plant's four solids contact settling basins into flocculation/high-rate sedimentation basins. Each retrofitted basin was designed for a rated capacity of 32 MGD, for a total capacity of 64 MGD. The retrofitted pretreatment basins reused the existing rapid mixers and alum feed system.

Fishbeck evaluated the costs, advantages, and disadvantages of various types of flocculators, plate settlers, and sludge collectors as part of the preliminary design phase. We also evaluated the hydraulics to determine what effect the recommended equipment would have on the hydraulic profile. We created a comprehensive 3D model of the facility and developed a detailed cost estimate and construction schedule.

The final design included temporary roof supports to allow demolition of the existing equipment and installation of the new equipment. Building restoration was also necessary and included replacing the windows, performing concrete crack and spall repair, and repairing the brick facade. The project included mechanical, lighting, power, instrumentation, and control upgrades.

The project also included a comprehensive condition assessment of the existing 30 horizontal flocculators. Following the assessment, the City determined to replace the flocculation equipment, which included the shafts, paddles, bearings, and stuffing boxes. The existing ganged drive assemblies were also replaced with individual direct-drive gear boxes, powered by VFDs. The motor control center and control enclosures were also replaced. The treatment capacity for the replaced flocculators was 86 MGD.





fishbeck

WATER TREATMENT FACILITY

CITY OF MARINETTE, WISCONSIN

PROJECT DATA
Completion Date: 2012
Construction Cost: $17.4 million

STAFF INVOLVED
Brian Phillips - Lead Designer

With some portions of the existing facility over 100 years old and pressure from the regulatory agency to correct inherent deficiencies, the Marinette Water Utility chose membrane filtration technology to completely replace its water treatment facility.

The new state-of-the-art WTP has a capacity of 5-MGD, treating water from Lake Michigan's Green Bay.

The surface water treatment process consists of a dual train of rapid mixers, flocculation tanks, and plate settlers, followed by filtration through four membrane arrays, and finally disinfection. The project included new chemical storage and feed systems for membrane cleaning and disinfection. Improvements to off-site facilities included a new electrical and sodium permanganate feed systems at the existing shorewell pumping station, a new powdered activated carbon system for taste and odor control located along the raw water pipeline, and new telemetry at all the remote sites.

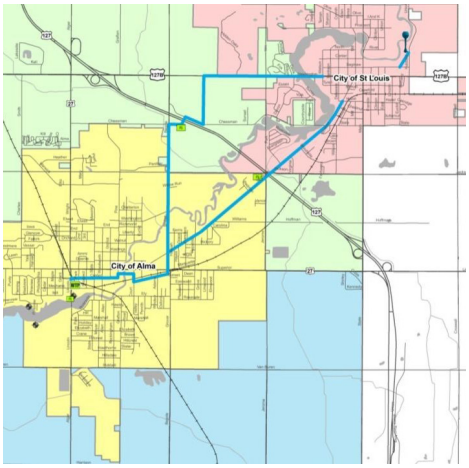
The new plant facilities were constructed around and adjacent to the existing plant. Construction sequencing was required to keep the existing plant operational until the new plant was commissioned. After which, demolition of the existing plant was completed. In addition to a new building to house the new treatment processes, an operations building housing administrative and billing offices and a laboratory, and a maintenance building for water system vehicles and equipment was constructed on the same site after the demolition of the existing plant.

Fishbeck provided design and construction services for the process, mechanical, electrical, and instrumentation/control portions of the project. Fishbeck was a subconsultant to Mead and Hunt, Inc.

"Replacement of our outdated facilities was timely for continued performance and cost effectiveness. We now have a facility which will provide us the technology, capacity and reliability for many years to come. The funding we obtained from WDNR and ARRA was very much appreciated, and helped make the project happen. We couldn't be more pleased with our engineers and contractors; and the finished product in general."

Mr. Tim Peterson, Retired Administrator of the Marinette Water Utility





fishbeck

SAINT LOUIS WATER SUPPLY REPLACEMENT

GRATIOT AREA WATER AUTHORITY | CITIES OF ALMA AND SAINT LOUIS, MICHIGAN

PROJECT DATA

Start Date: 2012
Completion Date: 2017
Construction Cost: $31.2 million
Engineering: $5.9 million

STAFF INVOLVED

Brian Phillips - Lead Designer
Colin McCorkle - Design Engineer

REFERENCE

Kurt Giles
989.681.4377

In 2012, the Cities of Saint Louis and Alma, Michigan, formed the Gratiot Area Water Authority to oversee the replacement of the Saint Louis municipal groundwater supply after discovering the Saint Louis wells had been contaminated by a Superfund site in the City limits.

The project was a huge undertaking that included expanding the former Alma WTP, constructing two new booster pumping stations to direct water to Saint Louis, constructing approximately 5 miles of finished water transmission mains, a regional hydrogeological study, four new water supply wells and associated raw water transmission main, and a new 250,000-gallon elevated water storage tank in Saint Louis. Fishbeck was retained by the Authority to perform all planning, design, and construction phase engineering services.

The first task was developing a water supply and treatment study for Saint Louis and Alma, which provided planning and cost estimating for improvements required to combine the systems. Fishbeck performed a detailed route study for the raw water and finished water transmission mains. The hydraulic models we developed as part of previous reliability studies were combined and used to help size the transmission mains, booster stations, and WTP high-service pump replacements.

The Alma water system hydraulic grade line is higher than the Saint Louis water system. Fishbeck used the hydraulic model to design a system that optimized the energy costs of conveying water to Saint Louis. Control valves were provided in the two booster pumping stations to allow gravity feed to Saint Louis under all but the highest demand conditions, for which pumping was required.

Renovation of the existing Alma WTP was included as part of the project. Improvements included adding one new dual media filter, replacing the Wheeler underdrain and media in the two existing filters, and adding a new air wash system, new backwash pumping system, and backwash tank. A new, 1-MG finished water reservoir, high-service pumps, chemical feed equipment, standby power generator, electrical gear and VFDs, and a new SCADA system rounded out the improvements. Baffles were provided in the new reservoir to prevent short circuiting of the chlorinated finished water. Plant construction was completed while keeping the existing plant in service.

05 PROJECT STAFF DESCRIPTION

PROJECT STAFF DESCRIPTION

Fishbeck assembles teams of professionals appropriately qualified to work together to make certain the specific, unique needs of our clients' projects are properly understood and satisfied. With our combined staff, we are able to ensure that projects will receive the necessary technical support staff to meet project-specific schedules and deadlines. Our staff is made up of highly talented, motivated, and energetic people who challenge themselves to rethink their methods and roles, and bring their ingenuity to the problems they solve and the work they do.

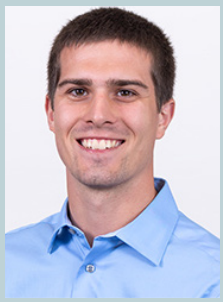
PROJECT MANAGER	Brian Phillips, PE
	
TITLE	**Vice President | Senior Water & Wastewater Engineer**
YEARS OF EXPERIENCE	17 years at Fishbeck 20 years total
LOCATION	Grand Rapids, Michigan
EXPERIENCE	Brian has both engineering and construction experience. His engineering experiences include all phases of water projects including conceptual planning, process development, detail design, and construction. In addition, he has experience working on water and wastewater treatment systems, pumping systems, chemical feed systems, and water distribution systems. Brian will manage the study and serve as your primary contact for it. He was the design engineer on the recent Harrison WTP Improvements project.

PRINCIPAL-IN-CHARGE	Jeff Brown, PE
	
TITLE	**Senior Vice President | Principal**
YEARS OF EXPERIENCE	20 years at Fishbeck 30 years total
LOCATION	Lansing, Michigan
EXPERIENCE	Jeff is an experienced civil engineering project manager. His areas of concentration include general municipal engineering, utility master planning, drainage/ stormwater management, utility improvements, water systems, pumping stations, and sanitary sewers.



TECHNICAL ADVISOR	Scott Freeman, PE
	
TITLE	**Owner - Membrane Medic, LLC**
YEARS OF EXPERIENCE	38 years total
LOCATION	Madison, Wisconsin
EXPERIENCE	Scott is a chemical engineer with more than 35 years of water treatment experience specialized in the application and evaluation of membrane processes including membrane softening, reverse osmosis (RO), nanofiltration (NF), microfiltration (MF), and ultrafiltration (UF). He has assisted dozens of clients with designs, pilots, evaluations, troubleshooting, start-ups, and operator training. He has also provided pro-bono assistance including recently being an invited co-author/editor of AWWA's M46 Manual for NF/RO, as well as chairing AWWA's Membrane Standards Committee and as past-president of AMTA, the American Membrane Technology Association. Industry honors include WEF's Willem Rudolfs Medal, which was awarded for pioneering work with membranes, and he holds a US Patent. His past job experience includes working for a major RO membrane manufacturer, FilmTec, and 25 years with major water treatment engineering firm, Black & Veatch as Membrane Technology Lead. More recently Scott has worked with Fishbeck on membrane projects. Scott will be a subconsultant on our team, where his knowledge brainstorming on the development of the overall project concepts and QA/QC reviews will be used.

PROCESS ENGINEER	Colin McCorkle, PE
	
TITLE	**Senior Water & Wastewater Engineer**
YEARS OF EXPERIENCE	8 years at Fishbeck 9 years total
LOCATION	Grand Rapids, Michigan
EXPERIENCE	Colin has both engineering and construction experience. His engineering experiences include all phases of water, wastewater and structural projects including conceptual planning, process development, detail design, and construction. In addition, he has experience working on water and wastewater treatment plants, pumping systems, and water distribution systems. Colin will complete calculations, process layout, and cost estimates for the project.

PROCESS ENGINEER	Michael Hansen
	
TITLE	**Water & Wastewater Engineer**
YEARS OF EXPERIENCE	3 years at Fishbeck 3 years total
LOCATION	Grand Rapids, Michigan
EXPERIENCE	Michael has engineering experience in water and wastewater infrastructure. His engineering experiences include water distribution and process design; as well as, system planning, reliability studies, and hydraulic modeling.

06 AUTHORIZED NEGOTIATIONS

AUTHORIZED NEGOTIATIONS

The following individuals are Authorized Negotiators of Fishbeck and, as such, are authorized to bind the firm. Fishbeck staff involved in this opportunity are featured in bold text in the list below.

Jeffrey A. Schumaker, PE – President/Structural
Jeffrey J. Brown, PE – Senior Vice President/Infrastructure
John A. Condie, PE – Senior Vice President/Electrical
Thomas L. Gray, II, PE – Senior Vice President/Infrastructure/Transportation
Tia L. Klein, PE – Senior Vice President/Infrastructure
Kerri A. Miller, PE, LEED AP – Senior Vice President/Infrastructure
Robert E. Pomeroy, AIA – Senior Vice President/Architecture
Kamran Qadeer, PE – Senior Vice President/Infrastructure/Transportation
Gregory A. Tkacz, PE, LEED AP BD+C – Senior Vice President/Mechanical
John A. Willemin, PE – Senior Vice President/Infrastructure
Allen J. Aspacher, PE – Vice President/Senior Project Manager/Senior Civil Engineer
David J. Baar, PE – Vice President/Senior Water and Wastewater Engineer
Anthony G. Bartol, PS – Vice President/Senior Surveyor
Michael L. Berrevoets, PE – Vice President/Senior Civil Engineer
David P. Bratt, PE – Vice President/Senior Water and Wastewater Engineer
David P. Eno, PE – Vice President/Senior Engineer/Project Manager
Stephanie A. Jarrett, PE – Vice President/Senior Environmental Engineer
John F. Johnson – Vice President/Senior Technician
Paul E. Koops, PE, BCxP, BECxP, CxA+BE, LEED AP – Vice President/Senior Mechanical Engineer
Christopher M. Kretovic, AIA – Vice President/Senior Architect
Anthony R. Kuhtz, PE, LEED AP – Vice President/Senior Electrical Engineer
Peter A. Lepczyk, CPG – Vice President/Senior Geologist
Jacquelyn F. Linck, PE – Vice President/Senior Chemical Engineer
Roger M. Maddox, PE – Vice President/Senior Electrical Engineer
Adam K. Meeker, AIA – Vice President/Senior Architect
Anthony S. Mourand, PE – Vice President/Senior Civil Engineer
Ryan D. Musch, PE, LEED AP, SITES AP – Vice Presient/Senior Civil Engineer
Mukund P. Patel, PE – Vice President/Senior Bridge Engineer
Brian D. Phillips, PE, LEED AP – Vice Presient/Senior Water & Wastewater Engineer
Kelli S. Piper, CHMM – Vice President/Senior Environmental Specialist
Timothy A. Platz, PS – Vice President/Senior Surveyor
David L. Potter, PE – Vice President/Senior Civil Engineer/Project Manager
Dandi V. Prasad, PE – Vice President/Senior Transportation Engineer
William L. Rapson, RA, CDT, LEED AP – Vice President/Senior Architect
Maria E. Sedki, PE – Vice President/Senior Civil Engineer
Christian J. Sikkema, PE – Vice President/Senior Civil Engineer
Aaron R. Steele, CPA – Vice President/Controller
Bryan D. Turczynski, PE – Vice President/Senior Civil Engineer
Karen S. Van Drie – Vice President/Human Resources Director
Roman A. Wilson – Vice President/Senior Brownfield Specialist
Mark A. Chaput – Vice President/Senior Program Manager
Juliet Jakobowski-Maes, AIA, LEED AP – Vice President/Senior Architect
Kent D. Moeggenborg – Vice President/Director Construction Division
Leonard Harwell – Vice President/Senior Project Manager

07 — ADDITIONAL INFORMATION

PROPOSAL SUBMISSION

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the cost as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Jackson. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Jackson that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

DATE: November 29, 2022

FIRM NAME: (if any) Fishbeck

ADDRESS: 1515 Arboretum Drive, SE, Grand Rapids, MI 49546
(Street Address) (City) (State) (Zip)

PHONE NO. (616) 575-3824 FAX NO.: (____)_____

EMAIL: info@fishbeck.com

SIGNATURE

PRINTED NAME: Brian Phillips, PE

TITLE: Vice President

Subscribed and sworn to before me this 29 day of November, 2022, a notary public in and for said county.

Sandra L Ross, Notary Public

Kent County, Michigan

My Commission Expires: 10/27/2027

SANDRA L ROSS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires 10/27/2027
Acting in the County of Kent

Fishbeck acknowledges receipt of Addendum No. 1, dated October 19, 2022.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: February 21, 2023

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

Recommendation:

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

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: February 21, 2023

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

SUMMARY

The costs of maintaining and repairing the existing Department of Public Works, Water Division 2008 F-250 valve-turning truck necessitates this purchase. This purchase would replace the 2008 model, which is in poor condition due to age and extreme use. There is only one other valve-turning truck in the fleet, and it is also a 2008.

BUDGETARY CONSIDERATIONS

Funding for this equipment purchase was approved as part of the fiscal year 2022/2023 budget for the Department of Public Works Water Equipment and Replacement Fund, line Item 402-591-000.981.000 for $117,030.00.

HISTORY, BACKGROUND and DISCUSSION

DPW staff turned 677 valves in 2022. This truck is a critical piece of equipment as it is used on water mainbreaks as well as regular valve maintenance. It is becoming increasingly important to turn the aging valves in our system. This maintenance keeps our valves in good operating condition. The existing valve trucks are in extremely poor condition, as the boxes are rusting out, and both are in need of costly repairs.

POSITIONS

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

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: **1219/22**

TO: JEFF SCHMELTZ, CITY OF JACKSON
517-768-6080 (DIRECT) (CELL) 517-398-0202 jschmeltz@cityofjackson.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: MiDEAL 4WDL-0078 - (1) 2023MY FORD *F-250*, *4x4, REG. CAB, 142"WB,* 8' Box, *WHITE*/STEEL VINYL, 6.8L V8, 6spd.A/Tw/OD, A/C, AM/FM/w/CLOCK, PWR. DISC BRKSw/ABS, AIR BAGS, *3.73 LOCKER. AXLE*, 10,000 # GVWR, *LT245/70R-17AT*, TRAILER TOW PKG. TILT/CRUISE, H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, *PWR. WINDOWS/LOCKS/Htd.MIRRORS*, DRL'S, *ROOF CLR. LIGHTS*, UPFITTER SWITCHES, DÉCOR TRIM, H.D. SUSPENSION, *ELEC. BRAKE CNTRLR.*, H.D. 410 amp ALT., DUAL BATTERIES, FOG LAMPS, FACTORY RUNNING BOARDS, SNOW PLOW PREP PKG., REVERSE SAFETY BEEPER

F.O.B. DELIVERED TO JACKSON , MI ..... $48,821.00 each
(MSRP = $51,735.00)

RECOMMENDED OPTIONS:
H.D. ALL-WEATHER RUBBER FLOOR MATS ..... 89.00 each

Response to all quotes must be returned to Gorno Ford as a signed quote and/or a Purchase Order by DECEMBER 30th , 2022!

Above quoted price expires DECEMBER 30th 2022.
ETA LATE SPRING/SUMMER 2023

Due to current computer chip shortage and various other supply chain issues, Ford Motor Company has put Government Fleet Sales on "allocation", therefor, Ford Pro Fleet Department will have sole discretion regarding final approval of order confirmation based on customer order history!

Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Jackson.. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorizes personnel.

Automotive Service Company
603 E. Washington Ave.
P.O. Box 129
Jackson, MI 49204-0129

Voice: 517-784-6131
Fax: 517-784-0601

QUOTATION

Quote Number: 2722
Quote Date: Jan 24, 2023
Page: 1

Quoted To:
CITY OF JACKSON DPW DPW FISCAL SERVICES 11TH FLOOR 161 W MICHIGAN AVE JACKSON, MI 49201

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF JAX DPW	2/23/23	Net 30 Days	

Quantity	Description	Unit Price	Amount
	FURNISH AND INSTALL KNAPHEIDE SERVICE BODY ON FORD F250 PICK-UP BOX REMOVAL OR DELETE - 56CA - SINGLE REAR WHEEL TRUCK		
1.00	KNAPHEIDE 696 BODY MODIFIED - STREET SIDE TRANSVERSE COMPARTMENT TOWARD STREET SIDE - FLIP TOP AND FRONT VERTICAL DOOR TO BE REVERSE HINGED - 78 INCH GALVA-GRIP BUMPER RECESSED - FACTORY FORD WHITE PAINT		
1.00	FURNISH AND INSTALL UNDER-HOOD HYD SYSTEM AND REMOTE THROTTLE		
1.00	INSTALL CUSTOMER SUPPLIED WACHS VALVE TURNER STANDARD DUTY		
1.00	MATERIAL	16,787.00	16,787.00
1.00	LABOR	9,800.00	9,800.00

1.00	FURNISH AND INSTALL WARNING LIGHTS TWO SPOTLIGHTS - ONE ARROW BOARD AND CONTROLLER - ONE BEACON (AMBER AND WHITE) - FOUR CORNER STROBE SYSTEM - FABRICATE MOUNTING BRACKET MOUNTED TO BODY		
1.00	MATERIAL	3,089.00	3,089.00
1.00	LABOR	1,600.00	1,600.00

	Subtotal	31,276.00
2% CONVENIENCE CHARGE ON CREDIT CARD PURCHASES OVER 1000.00 USD	Sales Tax	
	TOTAL	**31,276.00**

WACHS Utility Products
The Valve Maintenance Experts™

600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Jeff Schmeltz**
City of Jackson
521 Water Street
Jackson, MI 49203

Date:	1/27/2023
Quotation Number:	KR190522
Payment Terms:	Net 30
Shipping Terms:	FOB Origin
Valid Through:	3/28/2023
Estimated Delivery:	8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

	Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1	17-000-29	Wachs Standard Duty (up to 1,500 ft. lb.) TM-7 Plus for installations with dedicated reservoir; Valve Operator, Exercisor and Rehabilitator with dual operability functionality (Plus) and Bluetooth. This robust machine can operate and salvage the most difficult valves in your system simply and safely with Wach's industry leading Automation Computer Control (Vitals), which leverages over 50 years of valve exercising knowledge and AWWA best practices to electronically control output torque, turning direction and counting; without the user having to know anything about the valve, or preprogram the controller. The Plus interface also allows the TM-7 to operate 100% manually, should the Controller/Datalogger not be available; adding a mode selector switch (manual or automated), direction control toggle, digital revolution counter and torque output gauge. Includes 10 gallon hydraulic reservoir with temp controlled heat exchanger, electrical interface for auxiliary hydraulic tool circuits (hydraulic interconnection manifold at rear of reservoir), operating/installation manual. Does not include ruggedized TM-7 Controller/Datalogger (Part #79-422-01/02/03/05/06) or valve key (part number 07-406-08 8' key & 07-408-00 SD socket). Installation Note: 6 GPM for normal operation @ 2,000 PSI and 12 VDC (25 A for heat exchanger fan & 7.5A for machine control). Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) could void warranty.	2	EA	23,995.00	47,990.00
2	07-406-08	8' Steel Valve Key.	2	EA	270.00	540.00
3	07-408-00	Universal 2" S.D. U-Socket rated to 1,500'/lbs for 2" standard AWWA actuator nut.	2	EA	695.00	1,390.00
4	79-422-05	Wachs TC-100 (North America) ruggedized Controller/Datalogger to operate and collect data (including GPS) during the operation of ERV-750, TM7 and TM-6 machine (includes 7" WVGA, Win10, Quad-Core, IP68 rated tablet style PC, 12v vehicle charger kit, AC charging kit, machine control cable & preloaded with Vitals Mobile software). Already GPS enabled, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources). Note: If upgrading from an HC-100, each machine to be controlled will also need the cradle kit (79-202-01).	2	EA	3,995.00	7,990.00

Subtotal	**57,910.00**
Shipping & Handling	**610.00**
Total (USD)	**$58,520.00**

Utility Products
The Valve Maintenance Experts™

600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Jeff Schmeltz**

Date: 1/27/2023
Quotation Number: KR190522

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Rick Brennan at 513-305-3390 or call me at 847-484-2773.

If you are tax exempt, please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank you.

Ken Redding
Technical Service Rep
847-484-2773
ken.redding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: February 21, 2023

SUBJECT: **Approval of the Contract Award for the Wastewater Plant and Myrtle Lift Station Improvements to Heaney General Contracting Inc. in the amount of $7,550,058, with $4,654,500 to be funded by the City Local Recovery Funds under the American Rescue Plan Act and the remaining $2,895,558 to be funded with Sewer Funds.**

Recommendation:

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

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: February 21, 2023

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

SUMMARY

The City of Jackson's Myrtle Lift Station and Wastewater Treatment Plant have many pumps that are crucial in the transfer of sanitary wastewater through the collection system and the treatment plant. Twelve of these pumps are in need of replacement, including three at the Myrtle Lift Station, and nine at the Wastewater Treatment Plant serving the primary effluent and return activated sludge systems, as well as the four electrical motor control centers that power these pumps. The existing pumps exceeded their expected life many years ago. In addition, the concrete structure bringing wastewater into the lift station is also failing (crumbling) and the ventilation system serving the lift station is failing, both of which pose a safety risk to the City personnel operating the facility. It cannot be overstated that this project is long overdue and pertinent to the City's sanitary sewer service and wastewater treatment.

BUDGETARY CONSIDERATIONS

The City's Local Recovery Funds under the American Rescue Plan Act and Sewer Funds will fund this project. The City received bids from the following contractors:

Company	Bid
Heaney General Contracting, Inc. Ypsilanti, MI	$ 7,550,058
Grand River Construction, Inc. Hudsonville, MI	$ 7,773,410

Funding Allocation for Wastewater & Myrtle Lift Station Improvements

Project Description	ARPA Funds	Sewer Funds	Total Funds
Wastewater Treatment Plant Improvements	$ 2,536,500	$ 2,597,540	$ 5,134,040
Myrtle Lift Station Improvements	$ 2,118,000	$ 298,018	$ 2,416,018
Total Funding Allocation	$ 4,654,500	$ 2,895,558	$ 7,550,058

Bid evaluation criteria is part of the Responsible Contractor Ordinance, which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)

E) Social Equity (10%)

Company	A	B	C	D	E	Total
Heaney General Contracting Inc.	25	25	25	5	10	90
Grand River Construction	10	20	25	15	10	80

HISTORY, BACKGROUND and DISCUSSION

The set of pumps at Myrtle Lift Station and three sets of pumps at the Wastewater Treatment Plant (WWTP) serving the primary effluent and the east and west sets of return sludge pumps have been in need of replacement for quite some time. One pump in each set have already been replaced due to failure in the past five years. The twelve remaining pumps to be replaced in this project were all installed between 1970 and 1980.

During the WWTP's 2020 Asset Management Plan, Fishbeck conducted an asset inventory and condition assessment and identified the pumps as being well beyond their useful life. The pumps were also identified to have a high consequence of failure: the Myrtle Lift Station is the largest pump station in the collection system, and the primary effluent pumps at the WWTP are necessary to move flow forward through the plant to the aeration tanks, while the return sludge pumps keep the clarifiers and aeration tanks functioning for biological treatment.

As part of the Asset Management Plan, the Department of Public Works prioritized these pumps for replacement in a 10-year Capital Improvements Plan. When the City received funds from the American Rescue Plan Act (ARPA), a portion of these funds were allocated for the WWTP for replacement of these critical pumps to aid in the reduction of the cost burden to the system's users.

A portion of the funds for this project was used for the design phase. During the preliminary and final design phases, Fishbeck identified the four electrical motor control centers serving the respective pumps to be in need of replacement to reliably power the new pumps, and the ventilation system at Myrtle Lift Station in need of replacement to meet code requirements. The concrete chamber directing wastewater into the Myrtle Lift Station is nearly 100 years old, and the top concrete slab where personnel walk to enter the station was found to be crumbling and in eminent need of replacement.

The pumps, and their support structures and systems, are essential to the sewer service and wastewater treatment, as we have demonstrated above. It is our position in Public Works that this is a perfect project for use of the ARPA funding, and it is exactly what ARPA was meant to be used for.

POSITIONS

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

JACKSON
Founded 1829

BID TABULATION FOR
WWTP AND MYRTLE LIFT STATION IMPROVEMENTS
JANUARY 19, 2023

				HEANEY GENERAL CONTRACTING, INC. 7560 CARPENTER ROAD YPSILANTI, MI 48197			**GRAND RIVER CONSTRUCTION INC.** 5025 40TH AVENUE HUDSONVILLE, MI 49426	
ITEM NO.	**DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**		**UNIT PRICE**	**TOTAL PRICE**
1	Improvements at the Wastewater Treatment Plant	LSUM	1.00	$ 5,134,040.00	$ 5,134,040.00		$ 4,255,300.00	$ 4,255,300.00
2	Improvements at the Myrtle Lift Station	LSUM	1.00	$ 2,416,018.00	$ 2,416,018.00		$ 3,419,800.00	$ 3,419,800.00
3	Vertical Concrete Spall or Delamination Partial Depth Repair	SF	60.00	$ 354.00	$ 21,240.00	*	$ 376.00	$ 22,560.00
4	Horizontal Concrete Spall or Delamination Partial Depth Repair	SF	40.00	$ 862.00	$ 34,480.00	*	$ 301.00	$ 12,040.00
5	Overhead Concrete Spall or Delamination Partial Depth Repair	SF	90.00	$ 380.00	$ 34,200.00	*	$ 394.00	$ 35,460.00
6	Horizontal Full Depth Repair or Partial Concrete Slab	SF	150.00	$ 420.00	$ 63,000.00	*	$ 151.00	$ 22,650.00
7	Crack Injection	LF	50.00	$ 140.00	$ 7,000.00	*	$ 112.00	$ 5,600.00
8	ALTERNATE 1: Deletion of the East Final Clarifier Slide Gates	LSUM	1.00	$ 40,000.00	$ 40,000.00	*	$ 232,000.00	$ 232,000.00
9	ALTERNATE 2: Deletion of Myrtle Lift Station Coatings	LSUM	1.00	$ 90,000.00	$ 90,000.00	*	$ 69,000.00	$ 69,000.00
10	ALTERNATE 3: Deletion of Myrtle Lift Station Roof and Skylights	LSUM	1.00	$ 40,000.00	$ 40,000.00	*	$ 79,000.00	$ 79,000.00
	TOTAL BID (items 1-7)				$ 7,550,058.00			$ 7,675,100.00
	TOTAL BID less Alternate Deduct 1				$ 7,510,058.00			$ 7,443,100.00
	TOTAL BID less Alternate Deduct 2				$ 7,460,058.00			$ 7,606,100.00
	TOTAL BID less Alternate Deduct 3				$ 7,510,058.00			$ 7,596,100.00
	TOTAL BID less Alternate 1 and 2				$ 7,420,058.00			$ 7,374,100.00
	TOTAL BID less Alternate 1 and 3				$ 7,470,058.00			$ 7,364,100.00
	TOTAL BID less Alternate 2 and 3				$ 7,420,058.00			$ 7,527,100.00
	TOTAL BID less Alternate 1, 2 and 3				$ 7,380,058.00			$ 7,295,100.00

*items 3-10 are unit prices to be used as needed.

fishbeck
Engineers | Architects | Scientists | Constructors

39500 MacKenzie Drive, Suite 100
Novi, Michigan 48377

248.324.2090 | fishbeck.com

January 27, 2023
Project No. 211084

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

City of Jackson – WWTP and Myrtle Lift Station Improvements – Bid Evaluation

Dear Mike:

Two bids were received for the WWTP and Myrtle Lift Station Improvements project at the public bid opening on January 19, 2023, at 2 p.m. One bid was received by the bid due time of 1 p.m., and the City accepted a second bid prior to the bid opening time of 2 p.m. All bids were opened, found to be responsive, and read aloud. Bids were received from Grand River Construction and Heaney General Contracting (Heaney). Heaney did not write out their total bid price on the bid form; the City chose to waive this irregularity.

The City's tabulation of the bids is attached for reference. The bids consisted of seven bid items: two lump sum items, and five unit price items for concrete repairs. Heaney's Total Bid price did not appear to reflect a summation of all seven items. Fishbeck contacted Heaney and their representative confirmed verbally that their Bid Items 3 through 7 were included in the lump sum price for Bid Item 2. Shelly Allard from City's Purchasing Department then worked directly with Heaney to provide the necessary markup of their bid proposal page for clarification and confirmation of their total bid. The unit price on a lump sum alternate was also clarified and corrected at the same time.

There were three alternates included as optional deducts. It is understood at this time the City intends to accept the full scope of work and not reduce the scope by accepting any of the alternates.

The lowest bid price received was from Heaney, for a total bid of $7,550,058. This is above the engineer's opinion of probable construction cost of $7,000,000, based on the final design documents and as reported in January 2023. However, Heaney's bid price includes prevailing wages and domestic material preferences based on contract requirements the City added via addendum, which are not reflected in Fishbeck's opinion of cost.

Fishbeck reviewed the bids and supporting documentation received from Heaney after the bid opening. An interview was held on January 23, 2023, with Heaney's Director, Bob Fields. During the interview, Bob confirmed Heaney's bid price includes sales tax as well as domestic material preference. Fishbeck also received a direct referral from the Monroe Drain Commissioner regarding their favorable experience with Heaney with an $18 million improvement project at the Bedford WWTP. Based on our review of this information, Fishbeck finds Heaney to be the lowest responsive, responsible bidder capable of performing the project work.

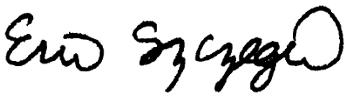
Heaney has been in business over forty years and is based out of Ypsilanti, Michigan. They perform construction projects throughout southern Michigan, with a focus in municipal, educational, and industrial projects. In addition to Bedford WWTP, Heaney's other recent wastewater system projects include the South Huron Valley Utility Authority and the Village of Carleton. Heaney is proposing to subcontract with Monroe Plumbing & Heating Co.

(Monroe) and Centennial Electric. Monroe is currently completing work at the Jackson Water Treatment Plant; and Centennial Electric is the electrical subcontractor for the Jackson WWTP CWSRF 2022 Improvements project.

Considering the complexity of the project, Heaney appears to have considered various aspects of completing the project successfully, including the temporary pumping requirements. They intend to prioritize shop drawing submittals, and currently anticipate meeting the stipulated substantial completion date of July 29, 2024.

We look forward to the construction phase, as the City moves forward with this important project. If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegielniak, PE
Senior Water & Wastewater Engineer

Attachments
By email
Copy: Chandra Willinger – City of Jackson
Trent Stockman – City of Jackson

Original

CHECKLIST FOR BID SUBMITTAL

☑ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

☑ PROPOSAL SHEETS – Please fill out and have notarized your proposal sheets

☑ SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sams.gov Unique Identity Number: JM8CQTM9L1D6 if you have received it.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Heaney General Contracting, Inc.
7560 Carpenter Road,Ypsilanti, MI 48197

as Principal, hereinafter called Principal, and

Harco National Insurance Company
4200 Six Forks Road, Suite 1400,Raleigh, NC 27609

a corporation duly organized under the laws of the State of **Illinois**
as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Jackson WWTP & Myrtle Lift Station Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **17th** day of **January**, **2023**.

Heaney General Contracting, Inc.

(Witness)

(Principal) (Seal)

(Title)

Harco National Insurance Company

(Witness)

(Surety) (Seal)

(Title)

Nicholas Ashburn ,Attorney in Fact

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL RUTKOWSKI, NICHOLAS ASHBURN, JOHN MARTENSON, JASON ROGERS, HOLLY NICHOLS, RICHARD MCGREGOR, MICHAEL LECHNER, MARK MADDEN, GABRIEL PRINGLE, MYLES MOSHER, SHAHEEN FARZAM-BEHBOODI,

Rochester Hills, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley

Shirelle A. a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 17, 2023

A02850

Irene Martins, Assistant Secretary

☐ Inactive Registration

☐ ID Assigned

☐ Pending ID Assignment

Expiration Date

FSD Number

Address Update

Reset

1 of 1

Results per page 25

Sort by Expiration Date Ascending

HEANEY GENERAL CONTRACTING INC ● Active Registration

Unique Entity ID:
JM8CQTM9L1D6

CAGE/NCAGE:
7V3R9

Doing Business As:
(blank)

Physical Address:
7560 CARPENTER RD
YPSILANTI, MI 48197-8846 USA

Purpose of Registration:
All Awards

Expiration Date
Dec 13, 2023

An official website of the United States government
Here's how you know

You have 2 new alerts
Show / Hide Alerts

SAM.GOV

Entity Workspace

Get Started

Please verify your identity: As an entity administrator, you should verify your identity to register, update, or deactivate your entity's registration in SAM.gov.

Verify Your Identity

Show Workspace For
Non-Federal Entities

- Non-Federal Entities
- BioPreferred Reporting
- Service Contract Reporting

Filter By

Keyword

Entity

Status

- [ ] Work in Progress Registration
- [ ] Submitted Registration
- [x] Active Registration

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 1/19/2023

In compliance with your invitation for bids dated **December 13, 2022** to perform

WWTP AND MYRTLE LIFT STATION IMPROVEMENTS

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Heaney General Contracting, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 7560 Carpenter Rd, Ypsilanti, MI 48197
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-2414872

(Corporate Seal, if applicable)

Name of Bidder: Bob Fields

Signed By: X

Its: Director

BID SHEET

DATE: 1/19/23

PROPOSAL FOR: WWTP AND MYRTLE LIFT STATION IMPROVEMENTS

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	1/6/2023
2	1/10/2023
3	1/10/2023
4	1/17/2023

Ms. Allard,
Items 1 and 2 makeup the complete Bid value of 7,550,058. Items 3 & 10 Are unit prices to be used as needed. the values of the concrete Repair is included in the 7,550,058 The deducts items 8-10 are not included

1/19/2023

SCHEDULE OF BID PRICES

NOTE: ~~UNIT PRICES MUST BE~~ LISTED AND SHALL GOVERN.

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	Improvements at the Wastewater Treatment Plant	LSUM	1	5,134,040.00	5,134,040.00
2	Improvements at the Myrtle Lift Station	LSUM	1	2,416,018.00	2,416,018.00
3	Vertical Concrete Spall or Delamination Partial Depth Repair	SF	60	354.00	21240.00 this value is part of the lump sum
4	Horizontal Concrete Spall or Delamination Partial Depth Repair	SF	40	862.00	34,480.00 this value is part of the lump sum

included included included included

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
5	Overhead Concrete Spall or Delamination Partial Depth Repair	SF	90	380.00	34,200.00 This value is part of the Lump Sum
6	Horizontal Full Depth Repair or Partial Concrete Slab	SF	150	420.00	63,000.00 This value is part of the Lumpsum
7	Crack Injection	LF	50	140.00	7,000.00 This value is part of the Lump Sum
8	ALTERNATE 1: Deletion of the East Final Clarifier Slide Gates	LSUM	1 Modified 1/19/2023	40,000.00	40,000.00 This value is Not part of the Lump Sum
9	ALTERNATE 2: Deletion of Myrtle Lift Station Coatings	LSUM	1	90,000.00	90,000.00
10	ALTERNATE 3: Deletion of Myrtle Lift Station Roof and Skylights	LSUM	1	40,000.00	40,000.00
		TOTAL			$7,550,058.00

1/19/2023

TOTAL BID WRITTEN OUT (ITEMS 1-7):

Submitted Bid:	7,550,058.00
Labor Costs:	TBD
Materials Costs:	TBD
Equipment Costs:	TBD

Bidder's Name:	Heaney General Contracting, Inc.
Add8ress:	7560 Carpenter Road
City, State, Zip:	Ypsilanti, MI 48197
Telephone:	734-434-9330

Email Address:	bob@heaneygeneralcontracting, Inc.
Federal ID Number:	38-2414872
Bid Signed By:	Bob Fields (Print or Type)
Title:	Director

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By Bob Fields Its Director

CONTRACT COMPLIANCE

DATE: December 13, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Bob Fields certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Bob Fields understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 1/19/2023

By: Heaney General Contracting, Inc.
(Bidder's Name)

By: _____
(Signature)

By: Bob Fields, Director
(Title)

7560 Carpenter Road
Address

Ypsilanti
City

MI 48197
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, 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, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Heaney General Contracting, Inc.

ADDRESS: 7560 Carpenter Road
Ypsilanti, MI 48197

SIGNED BY: Bob Fields

TITLE: Director

DATE: 1/19/23

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 1/19/23

By: Heaney General Contracting, Inc.
(Bidder's Name)

By: _____
(Signature)

By: _____
(Title)

7560 Carpenter Rd
Address

Ypsilanti
City

MI 48197
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Washtenaw)

Bob Field, being first duly sworn, deposed and says that:

1. He is Director of, Heaney General Contracting, Inc. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 1/19/23

By: Heaney General Contracting, Inc.
(Company)

By: Director
(Title)

Subscribed and sworn to before me, a Notary Public, this 19 day of January, 2023.

Lisa M. Ciaravino

Notary Public, Washtenaw County,
My commission expires: 1/26/24

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Bob Fields an authorized representative of Heaney General Contracting, Inc. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 1/19/23

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Bob Fields	Heaney General Contracting, Inc.
Telephone	Email Address
734-434-9330	bob@heaneygeneralcontracting, Inc.

Contract or matter pending with the City:

Jackson

I, Bob Fields, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: None

Property interest: None

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: None

Property interest: None

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: None

City Department:

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: None

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

None

Additional information regarding any of the above:

No additional information required

☒ None of the above apply.

Dated:

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 19 day of January, 2023,
By Bob Fields.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Heaney General Contracting, Inc.
ADDRESS:	7560 Carpenter Road
CITY, STATE, ZIP:	Ypsilanti, MI 48197
TELEPHONE:	734-434-9330
OFFICERS:	
President: Lisa M. Ciaravino	Email Address: lisa@heaneygeneralcontracting.com
Vice President: James Heaney	Email Address: jim@heaneygeneralcontracting.com
Secretary: Michael Heaney	Email Address: mike@heaneygeneralcontracting.com
Treasurer: Lisa M. Ciaravino	Email Address: lisa@heaneygeneralcontracting.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Heaney General Contracting, Inc.
STREET ADDRESS:	7560 Carpenter Road
CITY, STATE, ZIP CODE:	Ypsilanti, MI 48197
UNDER CURRENT MANAGEMENT SINCE (DATE):	7/4/1981

CRITERIA 3:

State and local licenses and license numbers held by your organization:

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

#4 Heaney General Contracting's Construction Management Software maintains a status and associated dates for all jobs related certifications and licenses.

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

Heaney General Contracting maintains all personnel records which would include the legal status of any employee and through the required rules and regulations of the Nation as well as the State of Michigan and in this case the City of Jackson ensuring that all employees are of correct legal status without exception.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

☑ NONE

CRITERIA 9:

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.

☑ NONE

CRITERIA 10:

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

☑ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	Guy Hurley
Type of Coverage:	Automotive, Workmans Comp & Liability
Telephone:	248-519-1433

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☑

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

☐ Yes, we have a Fitness for Duty Program

☑ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Heaney General Contracting, as supported by its payment and performace bond. Affirms that we will pay all craft employees wages consistent with all applicable federal, state and local wage

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Heaney General Contracting, Inc., anticipates project standard conditions. Change Order values are approximate 10%.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Heaney General Contracting, Inc. will execute the project within according to all applicable standards and requirements in a logical assembly as quickly as quality standards will allow and with all efficiency.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☑ No

Additional Information:

Outside of General Conditions and General Requirements work scope labor will be largely supplie

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

The initial intent is to utilize all local contractors and suppliers

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Print Firm Name/Principal	Bob Fields	Heaney General Contracting, Inc.
Signature/Principal		
1--23-23		
Date		

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
5	Overhead Concrete Spall or Delamination Partial Depth Repair	SF	90	380.00	34,200.00
6	Horizontal Full Depth Repair or Partial Concrete Slab	SF	150	420.00	63,000.00
7	Crack Injection	LF	50	140.00	7,000.00
8	ALTERNATE 1: Deletion of the East Final Clarifier Slide Gates	LSUM	1	40,000.00	40,000.00
9	ALTERNATE 2: Deletion of Myrtle Lift Station Coatings	LSUM	1	90,000.00	90,000.00
10	ALTERNATE 3: Deletion of Myrtle Lift Station Roof and Skylights	LSUM	1	40,000.00	40,000.00
		TOTAL		$	7,550,058.00

Seven Million Five Hundred and Fifty Thousand and Fifty-Eight Dollars 00/100

TOTAL BID WRITTEN OUT (ITEMS 1-7):

Submitted Bid:	7,550,058.00
Labor Costs:	2,106,585.00
Materials Costs:	2,346,073.00
Equipment Costs:	3,097,400.00

Bidder's Name:	Heaney General Contracting, Inc.
Add8ress:	7560 Carpenter Rd
City, State, Zip:	Ypsilanti, MI 48197
Telephone:	734-434-9330

1/25/2023

Criteria 3

State and local licenses and license numbers held by your organization:

Michigan does not require a specific licensing for Commercial General Contractors. All Specialty Subcontractors are licensed and current (Plumbing, HVAC and Electrical)

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?:

Heaney General Contracting, Inc. (HGC) does not maintain any in-house formal training programs. The Project Management Staff are required to maintain knowledge of all leading edge technical and trade related issues. Tradesman (e.g., apprentice and journeyman) training programs and maintained by the associated union organizations.

Criteria 6

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

Heaney General Contracting has been engaged in similar construction projects over its past and recent history. The Bedford Wastewater Treatment Plant Improvements Project is an excellent example of a comparable project. The size was approximately eighteen million dollars and consisted of multiple pump changes, mechanical system additions and architectural modifications. The Pump changes were associated with each area of the tertiary Water cleaning system. Modification and additions were made to the Headworks, sludge processing system, UV sterilization system, secondary and tertiary process systems, Architectural building addition modification and a complete new filter building.

Example Project:	Bedford Wastewater Treatment Plant Improvements Project
Owner:	Monroe Drain commission

7560 CARPENTER RD
YPSILANTI, MI 48197
OFFICE: 734-434-9330

Owner's Rep:	David Thompson, Drain Commissioner
Contact:	David_thompson1@monroemi.org 734-240-3101 1005 S. Raisinville Rd. Monroe, MI 48161
Size:	$18,000,000.00

Construction Techniques: Heaney General Contracting, Inc. has superimposed their standard project management system over all projects, no matter the product or complexity. The Initial stages are engineering administration where each and every material item required for the project is identified and listed on a Contract Items List. This list is then reviewed and the scope of work for subcontracted and self-performed activities are determined. The packages are tendered or completed through the purchasing process. HGC utilizes a standard AIA contract that has been proven itself as an excellent contract tool over many years of implementation. Post the purchasing effort and within the first 90 days of the project all engineering is completed (e.g., coordination, shop drawing development, material data verification, etc…). The Construction Schedule is developed and throughout this process graduating from a Level 1 through a Level 7 detail. All material and process systems are given consideration for the Required on Job Date, shipping requirements, manufacturing periods, review and approval times by both the consultant and main contractor and the time to develop shop drawings and submittals. The Schedule is mapped using the trade procedures and productivity rates and updated on a daily basis. HGC utilizes the Oracle Primavera P6 Schedule Software and Procore Project Management Software to maintain project organization and reporting.

Trade Management: The project mandated Davis & Bacon act wages but most of the trades utilized on the project were union associated. The Carpenters, Masons, Pipefitters and Electricians were well represented. The project was complex with multiple areas under construction at a time, therefore, requiring a complete

understanding of productivity rates and associated trade standards.

Quality Workmanship: Heaney General Contracting, Inc. (HGC) establishes quality supervision as an ongoing process throughout the preconstruction and construction phases. Preconstruction phase is utilized to develop written step by step method statements coupled with approved submittals and shop drawings for every aspect of the work. HGC further supervises every project activity to ensure compliance with each method statement. The development of method statements ensures the team is well acquainted with Trade Standards and minimum workmanship quality prior to any activities being undertake. Level Nine of the HGC project schedule is inspection Test Plan, concluding each activity with the appropriate quality control check.

Project Scheduling: Project Scheduling is completed utilizing the Oracle Primavera P6 Schedule Software. The approach begins at a level one schedule that includes all over all project duration and any associated milestones. The schedule is than developed further by graduating through the levels until the final level of detail is achieved at level nine with the incorporation of the Inspection Test Plan. Material Required on Job Date is mapped against shipping, manufacturing, shop drawing development and review processes.

Cost Control: HGC utilizes the Procore Project Management System Software to develop, maintain and track all budget related items. The Initial setup is a standard left side / right side organization broken down into a schedule of values to be monitored and tracked throughout the project. Potential changes are managed through initial control numbers and tracked through to a finial change order status. The owner's required pay application forms are supported by the schedule of values, retention of work completed, stored material and associated stored materials retention.

Bypass Pumping: A major consideration of most WWTP projects is the ability to complete the work while maintain full operability of the plant. This most often requires a work-around system. These systems, Bypass systems, are developed with

qualified specialty contractors. The systems are based on maximum flow data issued by the plant and associated engineering firm. Mapped according to effluent and influent best options. Established pumping with VFDs, capacity safety factor, backup pumps and current technology notifications systems. On occasion a full-time watchman is established based on risk management considerations.

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OFFICE: 734-434-9330

The Jackson WWTP and Myrtle Lift Station Improvements Project will employ the following major subcontract trades:

Trade	HGC Proposed Subcontractor
Selective Demolition	Blue Star, Inc. 21950 Hoover Warren, MI 48089
Concrete Rehab & Repair	TBD
Roofing	TBD
Painting	Oh-Mann Enterprises, LLC P.O. Box 2882 Toledo, Ohio 43606
Mechanical (Process, Plumbing & HVAC)	Monroe Plumbing & Heating Co. 121 N. Tecumseh St. Adrian, MI 49221
Electrical	Centennial Electric P.O. Box 490 Potterville, MI 48876
Bypass Pumping	Xylem Dewatering Systems 11850 Sears Street Suite A Livonia, MI 48150

Criteria 8

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

_X_ NONE

Criteria 9

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.

_X_ NONE

Criteria 10

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

_X_ NONE

Criterial 11

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.
Name: Guy Hurley
Type of Coverage: Automotive, Workman's Comp & Liability
Telephone: 248-519-1433
Are you self-insured for Worker's Compensation Insurance? Yes_____ No_X_

Criteria 12

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

Heaney General Contracting, Inc. employs experienced and qualified staff for all aspects of our contracting responsibilities (e.g., engineering, site supervision, project management, safety, carpentry foreman and carpenters, etc.). The staff available for any specific project depends on the stage of the project, timing of the previous project completion and expertise required by the project.

HGC Project Management staff have in excess of 25 years related project experience. Our Engineering staff have excess of 10 years project experience. The Carpenters range from Apprentices to Forman and a full contingent of labors.

Criteria 13

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.
_____ Yes, we have a Fitness for Duty Program
__X__ No, we do not have a Fitness for Duty Program

Criterial 14

A warranty statement regarding labor, equipment and materials

Heaney General Contracting, Inc. maintains all warranty as described in plans and specs along with an industry standard warranty of one year (please see attached).

Criteria 15

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Heaney General Contracting, Inc. Affirms that all employees associated with the Jackson WWTP & Myrtle Lift Station Improvements project will be paid either directly or through documented assurance of our subcontractors.

7560 CARPENTER RD
YPSILANTI, MI 48197
OFFICE: 734-434-9330

Criteria 16

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Heaney General Contracting, Inc. affirms that it and its employees will comply with all legal Ordinances in the contracts or subcontracts.

Criteria 17

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Recent project of similar scope and complexity saw change orders associated with concrete repairs and rehabilitation. The value was approximately 15% of the Initial planned. It is also common to see minor unforeseen conditions associated with scada point reporting and software configuration.

Criteria 18

Qualifications of management and supervisory personnel to be assigned by the bidder.

The primary project manager for this project will be Robert Fields. Mr. Fields Resume is attached.

Criteria 19

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation

David Thompson Monroe Drain Commissioner
Monroe Drain Commission
734-240-3101
1005 S. Raisinville Rd.
Monroe, MI 48161

Bedford Wastewater Treatment Improvements Project
Gordon Teryell
335 Lavoy Road
Erie, MI 48133
734-216-5689

Adam Mudge
Process Pipe & Equipment
772 McPherson Park Drive
Howell, MI 48843
248-684-5330

John Miligan
Lake Erie Electric of Toledo, Inc.
12763 Middleton Pike
Bowling Green, OH 43402
419-460-1562

Phil Westmoreland
Spicer Group
125 Helle Blvd Ste 2
Dundee, MI 48131
517-375-9449

Criteria 20

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Please see attached Quality Control Objectives form as evidence of the full incorporated comprehensive Quality Control and Assurance program.

Criterial 21

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Heaney General Contracting, Inc. affirms that its approach, consideration and execution of the Jackson WWTP & Myrtle Lift Station Project will be completed economically, efficiently and continuous without interruption.

Criterial 22

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved

Please refer to the response to Criteria 6 with the additional information that all was completed with a full audit of Davis-Bacon act wage requirements, all subcontractors fully paid and all full unconditional waivers signed and submitted and no claims.

Criterial 23

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project

Maximum of 1:6 typical 1:3

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?
_____ Yes
__X__ No

This is accomplished through the associated Union organizations.

Criterial 24

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

Please see attached.

Criteria 25

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
_X___ Yes _____ No

Criterial 26

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

This documentation will be available during the execution of the project based on the foreman and journeymen assigned to the project.

Criteria 27

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

Heaney General Contracting, Inc.'s goal is to employee as many local company and personnel as possible. The Concrete Repair subcontractor, Concrete subcontractor, roofing subcontracting and examples of commitments not made for this project as we are attempting to engage local resources.

Criteria 28

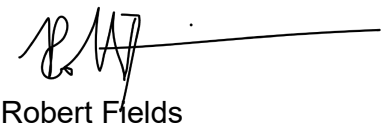
Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

Heaney General Contracting, Inc has a long-standing effort of engaging minorities, women, veterans, returning citizens, and small businesses. This is accomplished through our partnering program and our annual running of advertisements for inclusion of minorities, women, veterans, returning citizens, and small businesses.

Criteria 29

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Heaney General Contracting, Inc. does not discriminate on basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender indent or expression, height, weight, or disability.



Robert Fields

1/25/2023

7560 CARPENTER RD
YPSILANTI, MI 48197
OFFICE: 734-434-9330

PROJECT NAME:		PROJECT NO.:	

Item No.	Objective	Target	Resp. Person	Target Completion Date	Remarks
1	Submission of Engineering documents: • Document Re-submissions response within 14 days	100% > 80%	PD / PM / PE / Planner	Submittal as per approved construction program	As per document tracking system
2	Workmanship: Overall Re-inspection Rate • Work • Materials	< 10%	CM / SE / PQM	As per construction program and all by project completion date	
3	Test pass rate: • Concrete cube test Results • Rebar • Field Density Testing (FDT) • FDT re-testing	100% 100% > 90% 100%	PQM		Any other project specific testing requirements are to be added to the reporting sheet (Grout; strands; bearings; couplers; paint pull-off; etc.)
4	Project QA/QC Surveillance Audits – Internal • Conduct audit against audit plan schedule • Finding close-out ≤ 45 days	Quarterly 100% 90%	PD / PM / PQM	Quarterly	Valid reason to be submitted in the event of exceeding 45 days target
5	Customer Complaints • Response ≤ 7 days • C/C close-out ≤ 45 days	≥ 90% ≥ 80%	PD / PM / PQM	C/C response target within 7 days and C/C close-out within 45 days.	As per definition – includes HSE. Valid reason to be submitted in the event of exceeding 45 days target – Concession request to be approved by PM
6	Conduct Customer Satisfaction Survey • Bi-annually • Project close-out	Bi-annually	PD / PM / PQM	May / June & Nov / Dec Project handover	Overall rating of Customer Satisfaction Survey to be at least “Satisfactory”
7	Project Non-conformance Report (NCRs) • NCR close-out target ≤ 45 days	≥ 80%	PD / PM / PQM / CNM / SE		Valid reason to be submitted in the event of exceeding 45 days target – Concession request to be approved by PM
8	Site Observation Requests (SORs) • SOR close-out target ≤ 45 days	> 90%	PD/ PM / PQM / CNM / SE		Valid reason to be submitted in the event of exceeding 45 days target – Concession request to be approved by PM
9	Supplier Non-conformance Report (NCRs) • NCR close-out target ≤ 45 days	> 80%	PD / PM / PQM / CNM / SE		Valid reason to be submitted in the event of exceeding 45 days target – Concession request to be approved by PM

PROJECT NAME:		PROJECT NO.:	

Item No.	Objective	Target	Resp. Person	Target Completion Date	Remarks
10	Subcontractor Non-conformance Report (NCRs) • NCR close-out target ≤ 45 days	> 80%	PD / PM / PQM / CNM / SE		Valid reason to be submitted in the event of exceeding 45 days target – Concession request to be approved by PM
11	QA/QC Training: • 2 X QC Field Talks / employee / month	> 80%	PD / PM / PQM / CNM / SE		Training plan / Training matrix to cover the following: • Quality Management System • Work Instructions & Method Statements • ITPs
12	Project progress against Project Milestone Targets / Project Plan	100%	PD / PM	Progress against approved construction program	

Notes:	
1	Quality Objectives to be reviewed on Bi-annual basis during the Management Review Meeting.
2	**NCR:** Any Non-conformance related to work, product, material, supplier, quality of workmanship. Also failure to comply to procedure and out of specification.
3	**Customer Complaint:** Issues related to performance, program schedule, staffing levels, competency, etc…(Non-product related), which are not recorded as NCR's

Abbreviations:	
PD	Project Director
PM	Project Manager
CNM	Construction Manager
SE	Site Engineer
PQM	Project QA/QC Manager
PE	Project Engineer
PL	Planner

Approved by:	Name:	Signature:	Date:

GUY HURLEY
INSURANCE & SURETY SERVICES

January 25, 2023

Heaney General Contracting, Inc.
7560 Carpenter Road
Ypsilanti, MI 48197

RE: Workers Compensation
Experience Modification Rate

To whom it may concern:

This will confirm your Workers Compensation Experience Modification factor is as follows:

1/1/2023-1/1/2024	.91
1/1/2022-1/1/2023	.90
1/1/2021-1/1/2022	.92
1/1/2020-1/1/2021	.95

If you need any further information regarding the EMR please contact the undersigned.

Very truly yours,

Jessica Topie

Jessica Topie
Client Service Manager – Select Unit

Guy Hurley, LLC

General Warranty and Guarantee

Project: _____

_____

Address: _____

_____

_____

I, undersigned, do hereby warrant that all labor and material furnished and work performed in conjunction with the above referenced project are in compliance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of (1) year or a time as specified in the Project Manual from the Date of Turnover.

This Warranty commences on _____and expires on _____.

Should any defects develop during the warranty period due to improper material, workmanship, or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner or Doerre Construction Co., LLC.

The Owner, Owner's Agent, or Contractor will give Subcontractor written notice of defective work. Should the Subcontractor fail to correct defective work within Thirty (30) days after receipt of written notice, Owner may, at his or her option, correct and charge Subcontractor cost for such correction. Subcontractor agrees to pay such charges upon demand. Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

Company Name _____

Address _____

_____

Phone _____

Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____

State: _____ County of: _____

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public: _____ [Notary Seal]

My Commission Expires: _____

CHECKLIST FOR BID SUBMITTAL

✓ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents

✓ PROPOSAL SHEETS – Please fill out and have notarized your proposal sheets

✓ SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.

https://sam.gov/content/entity-registration

Please provide your sams.gov Unique Identity Number: Z3JNN36JVM75 if you have received it.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 01/19/2023

In compliance with your invitation for bids dated **December 13, 2022** to perform

WWTP AND MYRTLE LIFT STATION IMPROVEMENTS

in the City of Jackson, the undersigned, a(n)

~~1. individual, resident of~~ _____

~~doing business as~~ _____

~~at~~ _____

~~2. partnership, consisting of~~ _____

~~and~~ _____

~~under the firm name of~~ _____

3. corporation by the name of Grand River Construction, Inc.

organized and existing under the laws of the State of Michigan

with offices at 5025 40th Avenue, Hudsonville, MI 49426

(strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-2547062

(Corporate Seal, if applicable)

Name of Bidder: Grand River Construction, Inc.

Signed By: _____

Its: Richard Parcheta, Vice President

BID SHEET

DATE: 01/19/2023

PROPOSAL FOR: WWTP AND MYRTLE LIFT STATION IMPROVEMENTS

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
1	01/06/2023
2	01/10/2023
3	01/12/2023
4	01/17/2023

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	Improvements at the Wastewater Treatment Plant	LSUM	1		4,255,300
2	Improvements at the Myrtle Lift Station	LSUM	1		3,419,800
3	Vertical Concrete Spall or Delamination Partial Depth Repair	SF	60	$376.00	22,560.00
4	Horizontal Concrete Spall or Delamination Partial Depth Repair	SF	40	$301.00	12,040.00

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
5	Overhead Concrete Spall or Delamination Partial Depth Repair	SF	90	$ 394.00	35,460.00
6	Horizontal Full Depth Repair or Partial Concrete Slab	SF	150	$ 151.00	22,650.00
7	Crack Injection	LF	50	$ 112.00	5,600.00
8	ALTERNATE 1: Deletion of the East Final Clarifier Slide Gates	LSUM	1		232,000.00
9	ALTERNATE 2: Deletion of Myrtle Lift Station Coatings	LSUM	1		69,000.00
10	ALTERNATE 3: Deletion of Myrtle Lift Station Roof and Skylights	LSUM	1		79,000.00
		TOTAL		$ 7,773,410.00	

SEVEN MILLION SEVEN HUNDRED SEVENTY THREE FOUR HUNDRED TEN DOLLARS

TOTAL BID WRITTEN OUT (ITEMS 1-7):

Submitted Bid:	7,773,410.00
Labor Costs:	Cost information will be provided within 2 business days of bid opening.
Materials Costs:	Cost information will be provided within 2 business days of bid opening.
Equipment Costs:	Cost information will be provided within 2 business days of bid opening.

Bidder's Name:	Grand River Construction, Inc.
Add8ress:	5025 40th Avenue
City, State, Zip:	Hudsonville, MI 49426
Telephone:	(616) 669-5611

Email Address:	rparcheta@grandriverconstruction.com
Federal ID Number:	38-2547062
Bid Signed By:	Richard Parcheta Print or Type
Title:	Vice President

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By _____ Its Vice President

Richard Parcheta

CONTRACT COMPLIANCE

DATE: December 13, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Grand River Construction, Inc. certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Grand River Construction, Inc. understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: January 19, 2023

By: Grand River Construction, Inc.
(Bidder's Name)

By: _____
(Signature)

By: Vice President
(Title)

5025 40th Avenue
Address

Hudsonville
City

MI, 49417
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, 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, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Grand River Construction, Inc.

ADDRESS: 5025 40th Avenue

Hudsonville, MI 49426

SIGNED BY: 

TITLE: Vice President

DATE: January 19, 2023

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: January 19, 2023

By: Grand River Construction, Inc.
(Bidder's Name)

By: 
(Signature)

By: Vice President
(Title)

5025 40th Avenue
Address

Hudsonville
City

MI, 49417
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Ottawa)

Richard Parcheta, being first duly sworn, deposed and says that:

1. He is Vice President of, Grand River Construction, Inc. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: January 19, 2023 By: Grand River Construction, Inc.
(Company)

By: _____
(Title) Vice President

Subscribed and sworn to before me, a Notary Public, this 19th day of January, 20 23.

_____
Notary Public, Ottawa County,
My commission expires: 7-16-25

KRISTI NESSNER
Notary Public, Ottawa County, MI
My Commission Expires 07/16/25
Acting in the county of _____

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Will be provided post bid.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Richard Parcheta an authorized representative of Grand River Construction, Inc. am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated January 19, 2023

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Richard Parcheta	Grand River Construction, Inc.
Telephone	Email Address
(616) 669-5611	rparcheta@grandriverconstruction.com

Contract or matter pending with the City:

Contract Award: City of Jackson WWTP and Myrtle Lift Station Improvements Project

I, Richard Parcheta, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

☑ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

---

1 Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

2 Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution:

The following entities and persons have a financial interest in the contract or matter identified above:

Grand River Construction, Inc.

Additional information regarding any of the above:

☐ None of the above apply.

Dated: January 19, 2023

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 19th day of January, 2023,
By Kris Nessner.

KRISTI NESSNER
Notary Public, Ottawa County, MI
My Commission Expires 07/16/25
Acting in the county of _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Grand River Construction, Inc.
5025 40th Avenue
Hudsonville, MI 49426

SURETY:
(Name, legal status and principal place of business)

Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155-0001
Mailing Address for Notices
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Jackson WWTP and Myrtle Lift Station Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th **day of** January, 2023.

(Witness) Dave Myhuis

(Witness) David J. Roth

Grand River Construction, Inc.
(Principal) *(Seal)*

By:
(Title) Richard Parcheta, Vice President

Hartford Accident and Indemnity Company
(Surety) *(Seal)*

By:
(Title) Tracie House, Attorney-in-Fact

HARTFORD ACCIDENT AND INDEMNITY COMPANY · HARTFORD, CONN. · INCORPORATED 1913 · SEAL

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- ☐ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Tracie House *of* South Bend, IN

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of Grand River Construction, Inc. naming City of Jackson as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 17, 2023.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:			
COMPANY NAME:		Grand River Construction, Inc.	
ADDRESS:		5025 40th Avenue	
CITY, STATE, ZIP:		Hudsonville, MI 49426	
TELEPHONE:		(616) 669-5611	
OFFICERS:			
President:	John B. Kersaan	Email Address:	jbkersaan@grandriverconstruciton.com
Vice President:	John W. Kersaan	Email Address:	jwkersaan@grandriverconstruciton.com
Secretary:	David Coates	Email Address:	dcoates@grandriverconstruciton.com
Treasurer:	David Coates	Email Address:	dcoates@grandriverconstruciton.com

CRITERIA 2:	
How many years has your organization been in business under your present firm name?	38
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	1984

CRITERIA 3:

State and local licenses and license numbers held by your organization:

None

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

We hire union trade workers through local unions. We are currently signatory with the Carpenters, Laborers, Cement Finishers, and Operators. The unions provide apprentice training programs and offer opportunities for other work related certifications.

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

Confirmed

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

Confirmed

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors. See attached.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan. See attached.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

__X__ NONE

CRITERIA 9: See attached MIOSHA violations spreadsheet.

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.

_____ NONE

CRITERIA 10:

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

__X__ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents. See attached certificate of insurance.

Name:	
Type of Coverage:	
Telephone:	

Are you self-insured for Worker's Compensation Insurance? Yes_____ No_____

CRITERIA 12 (ATTACHMENT REQUIRED): See attached.

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

__X__ Yes, we have a Fitness for Duty Program

_____ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Along with any project specific project and manufacturer's warranties, Grand River Construction will issue a one year guarantee on the project. See attached example.

If any warranty issues arise during the project warranty period, we will respond and take appropriate steps in contacting and coordinating with responsible parties to get the issues corrected. Any work found to be out of specified tolerances which was performed by GRC will be corrected in a timely manner.

We would be requesting that any equipment warranty periods begin after the equipment is put into beneficial use by the owner.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Confirmed. We will pay all our craft employees on this project current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Grand River Construction acknowledges our obligation to comply with the City's Responsible Contractor Ordinance. If GRC is the successful General Contractor awarded this project similar criteria responses and acknowledgments could be obtained from our proposed subcontractors and suppliers if requested by the City.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

We have only reviewed the project for costs associated with the work as shown on the contract documents. Any possible change orders typically originate from additional work that the owner would like completed while we are preforming the contract work or for work required that was unknown by contractor, engineer, and owner at bid time.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.

Dave Nyhuis, Project Manager

Charlie Shobe, General Superintendent

Jason Richardson, Superintendent

Rick Parcheta, Project Executive

Resumes and experience will be submitted upon request.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation. See attached.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Grand River Construction will coordinate with owner's third party testing company for testing and inspections as required per the contract documents and will coordinate with the Engineer on any equipment startup testing and observations required per the contract documents.

We have used quality assurances programs as required on a per client basis but do not formally incorporated a program into our day to day operations.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Any work which Grand River Construction is awarded will be performed per the contract documents.

We have been performing in the municipal wastewater market successfully for many years. We pride ourselves on completing projects ahead of schedule if possible and holding our subcontractor accountable for their portions of the work. We hold weekly or by-weekly coordination meetings, above what is required per the contract documents, to ensure the project team is coordinated on current and future work activities. A project schedule will be prepared using anticipated equipment or material delivery time frames, before the work starts, to ensure those resources will be on hand to install to keep the project moving continuously and efficiently. We currently cannot meet the substantial completion date listed, we are seeing a completion date closer to December 2024.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved. See attached.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

If apprentices are used on this project, the ration would be 1 apprentice to 4 journeypersons.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

__X__ Yes

_____ No

Additional Information:

Since we are a union shop, all our apprentices are required to be participants in a registered apprentice program through the local unions.

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program. See above.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average. See attached.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

__X__ Yes _____ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status Can be obtained by local union.

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

We plan to draw 50% of our workforce from area residents. We hire local union trade workers where available to supplement our crews in self-performed aspects of the work. We request proposals from and hire reputable area subcontractors and suppliers who also employ area residents in their workforces.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. See attached.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:** See attached.

David Coates

Print Firm Name/Principal

Signature/Principal

January 13, 2023

Date

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five

(5) years including information regarding records of performance and job site cooperation.

3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women,

veterans, returning citizens, and small businesses.

3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Grand River Construction, Inc.

General Contractors • Commercial and Industrial • Concrete Specialist

CRITERIA 6 ATTACHMENT

Grand River Construction, Inc. as been performing work as a General Contractor since 1984. We utilize trained and skilled labor from the Laborers, Carpenters, Operators, and Cement Finishers local unions to self-perform concrete, earthwork, and general trades work tasks.

Through years of experience in the municipal wastewater treatment market we have gained a strong knowledge of the quality and workmanship required to successfully complete projects of these types within project completion goals with minimal to none rework, downtime, or extensive punch lists.

Also, through years of performing this type of work we have formed relationships and aligned ourselves with other experienced companies which perform trade work GRC does not self-perform on these types of projects. On municipal water and wastewater projects we will typically subcontract the following trades: earthwork and underground utilities, masonry, aluminum storefronts, precast erection, miscellaneous or structural steel fabrication and installation, painting or process coatings, waterproofing, membrane roofing, plumbing, HVAC, process mechanical equipment and piping, electrical, and controls. **A list of our proposed subcontractors can be provided within two (2) business days of the bidding opening.**

After award of the project, the project will be assigned to a GRC project manager. The project manager would be responsible for preparing bonds and insurance, issuing purchase orders and subcontracts to GRC's proposed subs and suppliers, generating a draft and finalizing a schedule of values, creation of a submittal log, preparing submittals required per the contract documents, keeping an updated log as submittals are reviewed and processed, obtaining equipment delivery dates, preparing and updating a project schedule, and for coordinating suppliers and subcontractors to uphold the project schedule through project closeout. The project will be assigned to a fulltime onsite GRC superintendent who will coordinate our self-performed trade work and the work of our subcontractors, manage quality of the installed work per plan and spec, mange safety of work being performed, drive the project schedule to completion, and be the onsite communicator with the Owners staff to ensure our work activities do not interfere with the Owners operations. Site management will typically be a trained tradesperson having spent years in the construction industry and having knowledge of all the various trades and standards involved. A General Superintendent will be assigned to the project as a support for the onsite superintendent and to assist with problem solving and expediting work progress.

5025 40th Avenue, Hudsonville, MI 49426
www.grandriverconstruction.com
Phone (616) 669-5611
Fax (616) 669-3466
An Equal Opportunity Employer

Insurance / Risk Advisory / Employee Benefits

HORTON

November 22, 2022

Grand River Construction, Inc.
P O Box 323
Hudsonville, MI 49426

RE: Bonding Capacity

To Whom It May Concern:

Please let this letter serve as confirmation that Grand River Construction, Inc.is a valued client of both The Horton Group and Hartford Accident and Indemnity Company. Hartford Accident and Indemnity Company has been privileged to provide bonds for Grand River Construction, Inc for over 25 years and during this time they have performed bonds in the range of $20,000,000.

Hartford Accident and Indemnity Company is currently providing bonding capacity to Grand River Construction, Inc. on single jobs of $30,000,000 with a $60,000,000 total work program. Bonds in excess of these parameters have been and will continue to be considered on a case-by-case basis. Grand River Construction, Inc. has a sliding rate scale beginning at $8.00 per thousand and slides down from there.

Any arrangement for bonds is a matter between Grand River Construction, Inc. and the surety, and we assume no liability to you or any third parties if, for any reason, we do not execute any specific bond(s).

We have every confidence in Grand River Construction, Inc. and likewise recommend them for your consideration.

Hartford Accident and Indemnity Company is listed on the U.S. Treasury list of approved Surety Companies (Dept. of Circular 570) and has a rating of A+ XV according to A.M. Best Rating Services.

Sincerely,

Tracie House

Tracie House
Asst. Client Manager-Surety
Horton Surety Services
574-334-5533

Summary of MIOSHA Inspections and any Violations and Grand River Construction Response.

Date	Violation Type	Fine	Explanation	Corrective Action
7/22/2021	Other		Employee was using his own respirator while working. Eventhough the work did not require a respirator. He could not provide testing info to prove he was able to wear a respirator.	All employee's were reminded that if they require a respirator the company will provide them correct one with required testing. Under no circumstance is a employee to use their own respirator.
7/17/2019	Other	$ -	Employee inadvertently pulled pin on fall protection tie off and him and another employee fell 7 feet to the deck. This violation alleged that we had not trained the employee as required. We argued that the employee had received the training and had performed the same job for over 3 months and that there was another issue with the employee that day that caused the accident. This violation and fine were lowered to other than serious after the details were explained to MIOSHA.	Employee in question was released from employment and company retrained all field supervisors to better recognize employee under the influence.
	Other	$ 2,400.00	There was a question about us using a forming system other than the way described. We were able to show on appeal that the reason were using the system that way was because it was the only way to use it. The violation and fine were lowered..	Work with forming suppliers to make sure forming system use is signed off on before use.
5/22/2018	Serious	$ 1,200.00	Rebar sticking up did not have a rebar cap on it.	Rebar caps were put on all exposed rebar
	Serious	$ 1,500.00	This was a bridge deck re-work. The areas on the bridge approaches were labeled a fall hazard (by MIOSHA during the inspection) and since we had equipment stored near the edge we were cited.	Temporary Hand rails were installed around bridge approaches
	Other	$ -	Welder did not have plastic/rubber caps at the point of connections for the leads.	Plastic caps were installed over the lead connections
	Other	$ -	Fire Extinguisher next to the welder had been set off.	Fire extinguisher was replaced.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2022

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

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

PRODUCER
Lighthouse, an Alera Group Company
56 Cesar E. Chavez Ave SW
Suite 300
Grand Rapids MI 49503

CONTACT NAME: Allison Ditty
PHONE (A/C, No, Ext): (800) 344-3531 **FAX (A/C, No):** (616) 455-9489
E-MAIL ADDRESS: aditty@lighthousegroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Union Fire Ins Co of Pittsburgh PA	19445
INSURER B :	Acuity A Mutual Insurance Company	14184
INSURER C :	Westchester Fire Insurance Co	10030
INSURER D :	New Hampshire Insurance Co	23841
INSURER E :	Hanover Insurance Company	22292
INSURER F :		

INSURED
Grand River Construction Inc
5025 40th Avenue
Hudsonville MI 49426

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL 329-21-00	09/01/2022	09/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ZD9036	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto Phys. Dam.	$ 1,000,000 $ $ $ $ 250 Com/500 Coll
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			G2789611A008	09/01/2022	09/01/2023	EACH OCCURRENCE AGGREGATE Follow Form	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 022-29-8381	09/01/2022	09/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	LEASED/RENTED EQUIPMENT			RHIA090874 08	09/01/2022	09/01/2023	LIMIT: DEDUCTIBLE:	$ 1,000,000 $ 1,000

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

If Special Provisions Apply, Endorsements Will Be Attached.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Allison Ditty

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The ACORD name and logo are registered marks of ACORD

Grand River Construction, Inc.
General Contractors • Commercial and Industrial • Concrete Specialist

All our field employees are sourced through the local unions. They will not be misclassified as independent contractors.

5025 40th Avenue, Hudsonville, MI 49426
www.grandriverconstruction.com
Phone (616) 669-5611
Fax (616) 669-3466
An Equal Opportunity Employer

COMPANY REFERENCES

PROJECT MANAGERS

AVB
4200 West Centre Avenue
Portage, MI 49024

Mark Kirschman
(269) 207-4166

Walsh Construction
929 West Adams Street
Chicago, IL 60607

Brian Evans
(312) 692-9439

CONSTRUCTION MANAGER

Barton Malow Company
26500 American Drive
Southfield, MI 48034

Neal Morton
(248) 436-5190

Pepper Construction
643 North Orleans
Chicago, IL 60610

Brian Healy
(312) 266-4700

OWNERS

Consumers Energy Corporation
17000 Croswell Street
West Olive, MI 49460

Martin J. Malek
(616) 738-5185

University of Notre Dame
200 Facilities Building
Notre Dame, IN 46556

Tony Polotto
(574) 876-1713

BANKING

Macatawa Bank
126 Ottawa Avenue NW
Grand Rapids, MI 49503

Jason Smith
(616) 494-1430

INSURANCE/BONDING

Lighthouse Insurance Group
4808 Broadmoor SE
Grand Rapids, MI 49512

Mike Waalkes
(616) 455-9412

The Horton Group
340 Columbia Place
South Bend, IN 46601

Mark Bagwell
(574) 334-5546

SUPPLIER/TRADE REFERENCES

Barnsco
975 Ladd Rd
Walled Lake, MI 48390

Rob Milgie
(248) 668-1010

Bee Steel
PO Box 3311
Grand Rapids, MI 49501

Kraig Kloostra
(616) 363-6694

Fort Wayne Reinforcing, Inc.
4483 County Road 19 #A
Auburn, IN 46706

Kevin Harrold
(260) 925-0609

Harris Rebar
1501 East Jolly Road
Lansing, MI 48910

Jeff Wyngarden
(517) 393-2780

Hoffman Bros. Inc.
8574 Verona Road
Battle Creek, Michigan 49014

Ed Davids
(269) 965-1207

Ozinga Ready Mix
2341 W. Jefferson Street
Plymouth, Indiana 46563

Kent Bowman
(574) 936-2136

Grand River Construction, Inc.
Major Construction Projects Completed

Project Name	Owner	Architect / Engineer	Contract Amount	% Complete with own Personnel	Completion Date
MDOT - 4 Bridges - Calhoun County	State of Michigan	MDOT	637,987	62%	2022
MDOT - M52 - Saginaw County	State of Michigan	MDOT	2,974,092	71%	2022
MDOT - Coleman Road - Midland County	State of Michigan	MDOT	2,270,500	93%	2022
Hastings WWTP	City of Hastings	Hubbell, Roth & Clark Inc.	8,401,843	24%	2022
MJ - Temp Protection	Mead Johnson		947,300	100%	2022
MDOT - M-136 - St Clair County	State of Michigan	MDOT	1,196,909	59%	2022
Zeeland CWP	City of Zeeland	Moore & Bruggink	1,719,699	23%	2022
Battle Creek WWTP Improvements	City of Battle Creek	Jones & Henry Engineers LTD	621,157	77%	2021
MDOT - 13 Bridges - Allegan County	State of Michigan	MDOT	1,718,957	51%	2021
CEC - Overisel Dehy Replacement	Consumers Energy	SIS CORP	3,015,189	93%	2021
MDOT - Alpena Hillman St.	State of Michigan	MDOT	1,089,386	77%	2021
Lake MI Filtration Plant	City of Grand Rapids	Fishbeck	1,026,724	98%	2021
Owosso WWTP Headworks Improvements	City of Owosso	C2AE	2,726,527	38%	2021
MDOT- Lake St - Berrien County	State of Michigan	MDOT	744,296	89%	2021
UND - McKenna Hall	University of Notre Dame	HBRA Architects	3,737,947	83%	2021
MDOT - M204 - Leelanau County	State of Michigan	MDOT	1,766,954	100%	2021
MDOT - Long Lake Road - Ionia County	State of Michigan	MDOT	1,345,599	74%	2021
MDOT - US31 Oceana & M82	State of Michigan	MDOT	962,679	64%	2021
MDOT - Laketon Ave - Musk County	State of Michigan	MDOT	1,399,743	100%	2021
MMH - Alpena Patient Tower	Mid Michigan Health	Fishbeck	2,415,129	83%	2021
MDOT - Coalwood Trail - Alger County	State of Michigan	MDOT	1,036,534	97%	2021
CEC - Jackson Water Project	City of Jackson		579,708	90%	2021
GMCH Statoin 5 & 15	General Motors	GMCH - GR Facilities Engineering	773,542	57%	2021
Lansing WWTP - Drying Beds	City of Lansing	Tetra Tech	897,400	70%	2021
GVSU - Spectrum Parking Ramp	Grand Valley State University	Fishbeck, Thompson, Carr & Huber Inc.	15,084,456	79%	2020
Firekeepers Hotel	Firekeepers Development Authority	RJS & Associates	7,370,204	66%	2020
Lansing Mix Use Parking Ramp	Convexity Properties	Solomon Cordwell Buenz	3,472,013	100%	2020
MDOT - US 131 - St Joseph County	State of Michigan	MDOT	728,428	87%	2020
MDOT - Exit 1 - New Buffalo County	State of Michigan	MDOT	925,565	57%	2020
MDOT - E & W Main - Lenawee County	State of Michigan	MDOT	1,493,561	82%	2020
MDOT - US131 - Kalamazoo County	State of Michigan	MDOT	890,377	66%	2020
MDOT - Houghton Lake Dr - Roscommon	State of Michigan	MDOT	1,620,624	87%	2020
MDOT - Norman St. - Saginaw County	State of Michigan	MDOT	911,200	73%	2020
MDOT -US-127BR - Isabella County	State of Michigan	MDOT	1,365,446	60%	2020
E Lansing MI Ave Sewer Chamber	City of East Lansing	Tetra Tech Inc.	702,495	92%	2020
Lansing Mix Use Parking Ramp	Convexity Properties	Solomon Cordwell Buenz & Assoc	3,464,664	99%	2020
GH/SL Pump Station Improvements	Ottawa County Road Commission	Prein & Newhof	2,252,043	10%	2020
Catalyst Development CD-12	Catalyst Development LLC	Tower- Pinkster Architects	13,331,661	89%	2020
MDOT - Lumberjack Rd - Gratiot County	State of Michigan	MDOT	1,353,409	74%	2019
MDOT - C Ave - Kalamazoo County	Kalamazoo County Road Commission	Wightman	831,424	76%	2019
Manistee Fish Hatchery	State of Michigan		1,601,462	48%	2019
MDOT - Wise Road	State of Michigan	MDOT	2,106,981	58%	2019
Mishawak Tank One	City of Mishawaka	DLZ Indiana LLC	2,600,500	88%	2019

Grand River Construction, Inc.
Major Construction Projects Completed

Project Name	Owner	Architect / Engineer	Contract Amount	% Complete with own Personnel	Completion Date
MDOT - Three Trail Bridges	State of Michigan	MDOT	1,221,547	98%	2019
MDOT M63 Berrien County	State of Michigan	MDOT	1,458,672	95%	2019
Muskegon WWTP- Screen Upgrades	Muskegon County	Prein & Newhof	1,750,007	79%	2019
GR Biodigester	City of Grand Rapids	Tetra Tech	3,617,626	66%	2019
Borgess Vertical Expansion	Borgess Health	Harvey Ellis Deveraux Corp	1,030,460	91%	2019
GVSU Health Sciences	GVSU	Fishbeck, Thompson, Carr & Huber, Inc.	4,791,342	87%	2019
McLaren NMH Foundation	McLaren Northern MI	Smithgroup JJR	3,246,951	90%	2019
Elkhart Aquatic Center	Elkhart Health, Fitness and Aquatics	Crip Design	1,823,213	94%	2019
EL WRRF - Headworks	Cityof East Lansing	Tetra Tech	3,130,965	88%	2019
The Collegian North	South University - North, LLC	Hobbs & Black Architects	2,011,606	88%	2019
UND - Corby Hall	University of Notre Dame	Bertsch-Frank Associates	2,404,125	91%	2019
MDOT - Wixom Rd	State of Michigan	MDOT	1,183,342	83%	2019
Muskegon WWT Bldg Addition	Muskegon County	Stephen W Parker PE	1,096,294	25%	2019
IDOT - Hickory Road	State of Indiana	IDOT	1,158,698	63%	2019
MDOT - US2 - Delta County	State of Michigan	MDOT	1,296,738	54%	2019
Hudson WWTP	City of Hudson	Fleis & VandenBrink Engineering Inc.	749,880	92%	2019
MDOT - I75 - Roscommon County	State of Michigan	MDOT	1,346,197	62%	2019
LBWL Central Station	Lansing Board of Water and Light	Stanley Consultants Limited Inc.	1,386,451	74%	2019
U of M Trotter Multicultural Center	The Regents of U of M	Hanbury Evans Wright Vlattas & Co.	820,656	91%	2019
Foremost Farms	Miron Construction Co.	EA Bonelli & Associates	2,127,065	52%	2018
Jackson WWTP	City of Jackson	Wade Trim	1,409,198	71%	2018
UND - Rolfs Practice Facility	University of Notre Dame	Sink CombsDethlefs	991,103	45%	2018
MRCC - New Training Center	MRCC Properties Hodling Co. LLC	Byce & Associates, Inc.	1,278,940	91%	2018
MDOT - Hastings Road	State of Michigan	MDOT	1,019,168	74%	2018
MDOT - Allegan County	State of MIchigan	MDOT	1,517,087	74%	2018
East Jordan Foundry	East Jordan Foundry	Larson Engineering Inc.	8,671,960	96%	2018
Muskegon County Cell2	Muskegon County WWT	Prein & Newhof	5,409,976	10%	2018
FSU - Swan Annex	Ferris State University	Neumann/Smith Architecture	1,280,303	82%	2018
MDOT - N River Road	State of Michigan	MDOT	2,622,393	63%	2018
MSU ISTB	Michigan State University	Smith Group JJR	1,186,827	93%	2018
UND - South Tunnel	University of Notre Dame	SLAM Collaborative	2,123,140	94%	2018
Zeeland Clean Water Treatment Plant	City of Zeeland	Moore Bruggink	12,263,031	17%	2018
Consumers Credit Union	Consumers Credit Union	HOK	5,574,009	86%	2018
UND School of Architecture	University of Notre Dame	Stantic Architecture	3,724,548	93%	2018
UND - Residence Hall	University of Notre Dame	Goody Clancy Architecture	1,690,929	95%	2018
MDOT - Antrim County	State of Michigan	MDOT	1,086,666	58%	2017
U of M Pathology	U of M	Harley, Ellis, Devereaux	1,196,647	68%	2017
MDOT - Winchester St Monroe County	State of Michigan	MDOT	1,436,564	60%	2017
Mercy Health	Mercy Health	HGA	2,478,626	100%	2017
MDOT - Lenawee County	State of Michigan	MDOT	1,051,430	90%	2017
Stryker	Stryker	Tower Pinkster	3,692,424	86%	2017
Lakeland Health Phase I	Lakeland Health	Smith Group JJR	486,040	95%	2017
MDOT - Monroe County	State of Michigan	MDOT	456,518	73%	2017
Henry Ford Allegiance Health	Henry Ford Allegiance Health	Harley,Ellis Devereaux	670,759	90%	2017
UND - Jenkins & Nanovic Hall	UND	HBRA Architects Inc.	3,538,501	93%	2017
Homewood Suites	Preyde Two LLC	Gordon Construction Services Inc.	808,438	92%	2017

Lighthouse GROUP

Live Confidently.

June 1, 2022

John Spavale
Grand River Construction
5025 40th Ave
Hudsonville, MI 49426

Dear John,

Please be advised of your recent and current work comp experience modifications:

- September 1, 2017/2018 is 0.59.
- September 1, 2018/2019 was 0.67.
- September 1, 2019/2020 was 0.70.
- September 1, 2020/2021 was 0.82
- September 1, 2021/2022 was 0.78
- September 1, 2022/2023 is 0.81.

Please let me know of any questions.

Thanks,

Mike Waalkes

ADDRESS | 56 GRANDVILLE AVENUE SW
SUITE 300
GRAND RAPIDS, MI 49503

OFFICE | 800.344.3531
EMAIL | INFO@LIGHTHOUSEGROUP.COM
WEB | LIGHTHOUSEGROUP.COM

Grand River Construction, Inc.

General Contractors • Commercial and Industrial • Concrete Specialist

POLICY ON EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Grand River Construction, Inc. to promote equal opportunity for all qualified employees and applicants for employment and to prohibit discrimination in employment because race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. It is also our policy to maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which Grand River Construction, Inc. employees are assigned work. Where possible two or more women will be assigned to a construction project. The company will work to ensure fair and equitable treatment of all employees and applicants in recruitment, recruitment advertising, employment, promotions, demotions, transfers, layoffs and terminations, rates of pay or other forms of compensation and selection for training including apprenticeship, pre-apprenticeship, and/or on-the job training.

The company has prepared and will implement an Affirmative Action Plan to ensure that all employment decisions are made to further our commitment to Equal Employment. This plan requires that among other things, only valid criteria be used in making personnel decisions. Supervisory staff is expected to comply with both the letter and the spirit of this policy. Employees feeling that they have been a victim of discriminatory action should contact the office of the Equal Employment Officer.

This policy will be distributed to all company departments, to the union local offices and to the company's recruitment sources.

Jenny White

Jenny White, EEO Officer

January 1, 2019

Date

5025 40th Avenue, Hudsonville, MI 49426
www.grandriverconstruction.com
Phone (616) 669-5611
Fax (616) 669-3466

Equal Opportunity Employer

Grand River Construction, Inc.
PO Box 323
5025 40th Avenue
Hudsonville, MI 49426
(616) 669-5611 Phone
(616) 669-3466 Fax

GUARANTEE

STATE OF: Michigan
COUNTY OF: Ottawa

Grand River Construction, Inc. in the city of Hudsonville, county of Ottawa and state of Michigan (hereinafter called the "Contractor"): and, being duly authorized makes this statement and guarantee on it's behalf that the Contractor, in completing the performance of a certain contract dated _____ with _____ (hereinafter called the "Owner") at the _____ project no. _____ furnished labor, materials, and supervision of structures and installations situated in the following city of _____ county of _____

State of Michigan: that for a valuable consideration paid to the Contractor, therefore receipt where of is hereby confessed and acknowledged, the Contractor does hereby guarantee to the Owner that all labor, materials and work performed is in accordance with the requirements of said contract and all authorized amendments thereto, that should any defect develop during the guarantee period for certain trades or work , as stated herein, and of any other work during the guarantee period of one (1) year, all from the date hereof, due to improper materials, workmanship, or arrangement, same will promptly, upon written notice from the Owner, be made good by the Contractor without expense to the Owner, and that any other work affected in correcting such defects will also be made good by the Contractor without expense to the Owner.

PROJECT **GUARANTEE PERIOD**

(NAME OF PROJECT)

Subcontractors Name : **Grand River Construction Inc.**

Signature : _____

By: DAVID COATES
Title: CHIEF FINANCIAL OFFICER

Sworn and Subscribed to before me this date day of _____ _____

_____ For Ottawa County, State of Michigan . My commission expires 07/16/2025
NOTARY PUBLIC

CITY OF JACKSON
Founded 1829

City Attorney's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: February 21, 2023 City Council Meeting

SUBJECT: **Approve an Agreement for Sale of Real Estate Between the City of Jackson and Jackson Public Schools for the TA Wilson School Site.**

RECOMMENDATION: **APPROVE an Agreement for Sale of Real Estate Between the City of Jackson and Jackson Public Schools for the TA Wilson School Site, and Authorize the City Attorney to Make Minor Changes to Effectuate the Agreement**

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: February 21, 2023 City Council Meeting

RECOMMENDATION: **Approve an Agreement for Sale of Real Estate Between the City of Jackson and Jackson Public Schools for the TA Wilson School Site, and Authorize the City Attorney to Make Minor Changes to Effectuate the Agreement.**

SUMMARY

The attached Agreement for Sale of Real Estate involves the purchase of the TA Wilson School site at 302 W. Morrell Street from Jackson Public Schools (JPS) for a purchase price of $150,000. The property will be purchased with American Rescue Plan Act (ARPA) funds received by the City and previously allocated by City Council to address housing insecurity and options to address homelessness.

HISTORY, BACKGROUND AND DISCUSSION

As Council will recall, the purchase of the TA Wilson School was discussed at the December 20, 2022 City Council meeting. Council directed staff to explore a potential purchase of the site as part of an overall plan to address housing insecurity in the City and further provide potential options for a shelter/warming center and temporary housing. Subsequent discussions with JPS have resulted in the attached proposed purchase agreement. If approved by City Council (and similarly authorized for execution by the JPS School Board at its February meeting), the City and JPS would close on the purchase prior to March 31, 2023.

POSITION

It is recommended that Council approve the attached Agreement for Sale of Real Estate and authorize the City Attorney to make minor changes, as necessary, to effectuate the Agreement.

ATTACHMENTS: Agreement for Sale of Real Estate

AGREEMENT FOR SALE OF REAL ESTATE
(TA Wilson School Site)

THIS AGREEMENT is entered into on February ___, 2023 (the "Effective Date"), between the **JACKSON PUBLIC SCHOOLS**, a Michigan public school corporation, whose address is 522 Wildwood, Jackson, Michigan 49202 (the "Seller"), and the **CITY OF JACKSON**, a Michigan municipal corporation, whose address is 161 West Michigan Avenue, Jackson, Michigan 49201 (the "Purchaser").

THE PARTIES AGREE AS FOLLOWS:

1. **SALE AND PRICE.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the real property commonly known as the TA Wilson School Site, said property being located at 302 W. Morrell Street, Jackson, Michigan 49203 (the "Property"), for a price of One Hundred Fifty Thousand and 00/100 ($150,000.00) Dollars (the "Purchase Price"), subject to existing building and use restrictions, easements and zoning ordinances, and on the additional terms and conditions as set forth in this Agreement. The Property is legally described on Exhibit A. At the Closing, in addition to the Property, Seller shall convey to Purchaser the personal property located on the Property and listed on the attached Exhibit B.

2. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid, in full, at the Closing by check or federal wire transfer. Following receipt of the Purchase Price, Seller shall execute and deliver to Purchaser of a Covenant Deed in form acceptable to Purchaser conveying marketable title to the Property, and any other documents Purchaser may reasonably request.

3. **EVIDENCE OF TITLE.** Within two (2) days of the Effective Date, Seller shall, as evidence of title, deliver to Purchaser, a commitment for an owners' policy of title insurance

through American Title Company of Jackson ("Title Company"), insuring Purchaser's title to the Property, subject only to standard exceptions, in the full amount of the Purchase Price ("Title Commitment"). If the Title Commitment discloses that the title to the Property cannot be conveyed in the condition required by this Agreement or if Purchaser shall otherwise object to a matter of title, Seller shall have thirty (30) days to remedy the title defects. If Seller fails to remedy the defects, this Agreement may, at the option of Purchaser, be terminated and the deposit shall be returned forthwith to Purchaser. At Closing, Seller shall pay all costs and premiums charged to the Title Company for the issuance of the Title Commitment and the Title Policy.

4. **CONDITIONS PRECEDENT.**

A. **Seller Conditions Precedent.** The obligation of Seller to close and sell the Property is subject to the following conditions precedent:

(1) All representations and warranties made by Purchaser in this Agreement are true as of the date of Closing.

(2) Purchaser shall perform and comply with all of its obligations under this Agreement by the Closing (to the extent such obligations are required to be performed prior to Closing).

(3) No action or proceeding to restrain, prohibit or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies or liens shall be filed or in effect regarding the transaction contemplated by this Agreement or the Property.

(4) This Agreement and the transaction described herein shall have been approved by the Jackson Public Schools Board of Education.

Seller may cancel this Agreement by notice in writing to the Purchaser at any time prior to the Closing if one or more of the foregoing conditions precedent have not been satisfied or waived by Seller.

B. **Purchaser Conditions Precedent.** The obligations of Purchaser to close and purchase the Property are subject to the following conditions precedent:

(1) All representations and warranties made by Seller in this Agreement are true as of the Closing.

(2) Seller shall perform and comply with all of its obligations under this Agreement by the Closing (to the extent such obligations are required to be performed prior to Closing).

(3) There shall be no material adverse change in the Property and no encumbrance on the title to the Property from the date of this Agreement to the date of the Closing.

(4) No action or proceeding to restrain, prohibit or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies or liens shall be filed or in effect regarding the transaction contemplated by this Agreement or the Property,

(5) Purchaser shall have completed an environmental audit of the Property ("Audit") and other tests, studies, investigations and examinations ("Inspections") of the Property on or before February 28, 2023 (the "Inspection Period"), as Purchaser deems advisable, the results of which Audit and such Inspections must be satisfactory to Purchaser in its sole discretion. If Purchaser is not so satisfied it may terminate this Agreement by delivery of written notice to Seller on or before the expiration of the Inspection Period.

5. **ASSIGNABILITY.** Any assignment by a party of this Agreement or its rights hereunder shall require the consent of the other parties, which consent shall not be unreasonably withheld. Any assignee shall be bound by the terms of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES.**

A. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that:

(1) **Power to Make Agreement.** They have the power to make, deliver and perform this Agreement, to acquire the Property and to enter into and perform its obligations in accordance with the terms and conditions of this Agreement and have taken or will take prior to Closing all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

(2) **Lack of Legal Impediments.** To the best of Purchaser's knowledge, the execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, and will not violate any provisions of, or constitute a default under, any agreement or contract to which they are a party.

(3) **Legal Operation.** They are, to the best of their knowledge, in compliance with all existing laws and regulations applicable to them, the violation of which would materially adversely affect their ability to fulfill their obligations under this Agreement.

(4) **Litigation.** As of the date of this Agreement, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to their knowledge, is any such litigation or proceeding presently threatened overtly, against them or any of their property, that, if adversely determined, would materially affect their ability to fulfill their obligations under this Agreement.

B. To induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that:

(1) **Organization and Qualification.** It is a duly organized Michigan public school corporation, validly existing and in good standing under the laws of the State of Michigan and it has full power and authority to carry on its business as it is now being conducted.

(2) **Power to Make Agreement.** It has the power to make, deliver and perform this Agreement, to convey the Property and to enter into and perform its obligations in accordance with the terms and conditions of this Agreement and has taken or will take prior to Closing all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

(3) **Lack of Legal Impediments.** To the best of Seller's knowledge, the execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, or any provision of Seller's policies and will not violate any provisions of, or constitute a default under, any agreement or contract to which it is a party.

(4) **Litigation.** As of the date of this Agreement, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to its knowledge, is any such litigation or proceeding presently threatened overtly, against it or any of its property, that, if adversely determined, would materially affect its ability to fulfill its obligations under this Agreement.

C. Each party agrees to fully disclose to the other party any changes in facts, assumptions or circumstances of which they become aware between the date of this Agreement and the Closing and which affect the representations and warranties set forth above.

7. **SITE INVESTIGATION.** Purchaser shall have the right to conduct a site investigation of the Property during the Inspection Period. The right to conduct a site investigation shall include the right of Purchaser and Purchaser's employees, agents and contractors to enter upon any portion of the Property from time to time to take measurements, make inspections, make boundary and topographical survey maps, and to conduct geotechnical, environmental, wetland, woodland and other tests and studies of the Property. No such site investigation shall constitute a waiver or relinquishment on the part of Purchaser of its rights under any covenant, condition, representation or warranty of Seller in this Agreement. Purchaser shall pay the cost of performing any measurements, inspections or tests performed on the Property by or on behalf of Purchaser. Purchaser shall indemnify and hold Seller harmless from and against any and all claims and liens arising out of its site investigation of the Property. If this Agreement is cancelled or if the Closing does not occur as provided in this Agreement, Purchaser shall restore any affected portions of the Property to substantially the condition in which such areas existed before Purchaser's entry.

8. **DEFAULTS/REMEDIES.** A default of this Agreement shall occur if either party fails to comply with any of the terms and conditions of this Agreement and fails to cure such failure within fifteen (15) days after written notice by the other party detailing such failure or, in the case of a failure that cannot reasonably be cured within fifteen (15) days, fails to diligently pursue and complete correction of such failure within a reasonable period of time. If Purchaser defaults (and fails to cure as provided for herein), Seller's sole remedy shall be to retain from Purchaser, the Deposit, as liquidated damages. If Seller defaults (and fails to cure as provided for herein), Purchaser shall be entitled to (i) terminate the Agreement and receive a refund of the Deposit; or (ii) compel specific performance.

9. **REAL ESTATE BROKER.** Seller and Purchaser have not dealt with any brokers or finders in connection with the transaction contemplated by this Agreement. To the extent a commission or fee is claimed by any individual or entity as a result of its contacts with a party to this Agreement, that party against and through whom the commission or fee is claimed shall indemnify the other party and be responsible for the payment of all costs of defending that claim, and to the extent it is to be paid, the liability for the payment of that commission or fee.

10. **NOTICES.**

A. **Addresses.** Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, or mailed by registered or certified first-class mail, return receipt requested, or sent via nationally recognized overnight courier delivery service for next business day delivery, addressed as follows:

If to Seller, to:
Mr. Jeffrey E. Beal, Superintendent

JACKSON PUBLIC SCHOOLS
522 Wildwood
Jackson, MI 49202

With a copy to:

Brendon R. Beer, Esq.
ABBOTT, THOMSON, MAULDIN,
PARKER, BEER & LINDSEY, PLC
405 S. Jackson Street, P.O. Box 450
Jackson, MI 49204-0450

If to Purchaser, to:

City of Jackson
Attn: Jonathan Greene, City Manager
161 West Michigan Avenue, 14th Floor
Jackson, Michigan 49201

With a copy to:

City of Jackson
Attn: Matthew Hagerty, City Attorney
161 West Michigan Avenue, 12th Floor
Jackson, Michigan 49201

B. **Date of Notice.** All Notices shall be deemed given when hand-delivered or, if mailed, on the day that is two (2) business days following the day of mailing, or, if sent via overnight courier (in the manner set forth above) on the day deposited with such overnight courier. Any party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other party as provided above. An authorized representative of such party must sign any Notice given by a party hereunder.

11. **MISCELLANEOUS.**

A. **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 shall to any extent be 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, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. **Entire Agreement.** This Agreement, including the exhibits which are attached hereto and which are made a part of this Agreement, contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and agreements are merged herein. No modification of this Agreement shall be valid unless it is in writing and signed by the authorized representatives of all parties and approved by Seller's Board of Education.

C. **Terminology.** Unless the context otherwise expressly requires, the words “herein”, “hereof” and “hereunder”, and other words of similar import, refer to this Agreement as a whole and not to any particular paragraph or other subdivision.

D. **Covenants and Conditions.** All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions were used in each separate term and provision.

E. **Captions.** The headings of the paragraphs and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

F. **Jurisdiction/Venue**. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The

parties agree, consent, and submit to the personal jurisdiction of any competent court in Jackson County, Michigan for any action arising out of this Agreement.

G. **Force Majeure.** In the event of enforced delay in the performance by any party of its obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government (other than Seller), acts of the other parties not contemplated hereby, fires, floods, epidemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this paragraph shall, within ten (10) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay.

H. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument.

I. **Singular and Plural, etc.** As used herein, the singular includes the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

J. **Confidentiality.** Subject to the Michigan Open Meetings Act and the Michigan Freedom of Information Act, no party shall issue any press release, release any documents, or in any way communicate the terms, conditions, or subject matter of this Agreement without the express written agreement of the other parties; provided, however, that a party may release documents and/or communicate the terms, conditions and/or subject matter of this Agreement to their respective officers, directors, employees, agents, attorneys, accountants, representatives, and contractors who have an actual need for such

documents and/or an actual need to know such terms, conditions and/or subject matter for the purposes contemplated herein.

K. **Acknowledgement of "AS IS" and "WHERE IS" Sale.** Purchaser acknowledges that Seller is making no representations or warranties relative to the condition of the Property or its fitness for Purchaser's intended use. Further, Purchaser hereby acknowledges that by closing on the Property, Purchaser has accepted the Property in its "AS IS" and "WHERE IS" condition, subject to all faults and defects.

L. **Closing.** The Closing shall occur at the Title Company on a date agreed upon by the parties. Notwithstanding the foregoing, the Closing shall occur no later than March 31, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

JACKSON PUBLIC SCHOOLS

By:_____
Jeffrey E. Beal
Its: Superintendent

CITY OF JACKSON

By:_____
Jonathan Greene
Its: City Manager

EXHIBIT A

PROPERTY

Property located in the City of Jackson, County of Jackson and State of Michigan, and described as follows, to-wit:

0567, 0571, 0573 LAND BEG AT INTERS OF N LN OF MORRELL ST WITH W LN OF BLACKSTONE ST TH W ALG N LN OF MORRELL ST TO A PT 410 FT E OF E LN OF FIRST ST TH N 165 FT TH W TO E LN OF EATON WEBSTER & HARWOOD'S ADD TH N ALG E LE OF SD SUB DIV 165 FT TO S LN OF BIDDLE ST TH E ALG S LN OF BIDDLE ST TO W LN OF BLACKSTONE ST TH S ALG W LN OF BLACKSTONE ST TO POB INCLUDING LOTS 1, 2, 3, 4, 5, 6, 7, 8, 11 & 12 & PARTS OF LOTS 9 & 10 & PART OF VACATED MORRELL ST AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B8S R2W

Commonly known as: 302 W. Morrell Street, Jackson, Michigan 49203

Parcel Tax ID#: 4-055600000

EXHIBIT B

LIST OF PERSONAL PROPERTY

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: February 21, 2023

SUBJECT: Temporary relocation of Ward 2 Polling Place

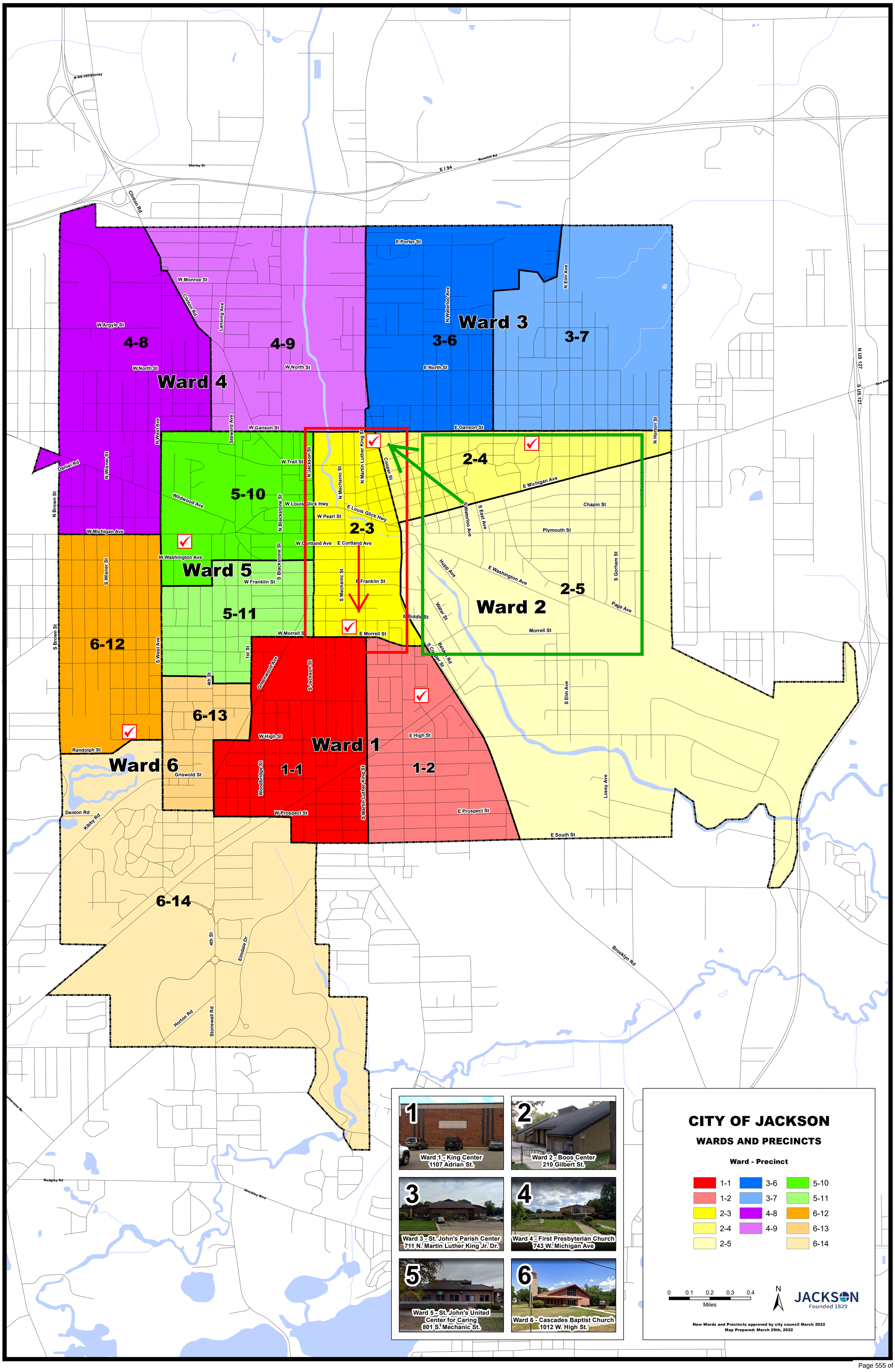
Recommendation:

Establish, by vote of the Council, the temporary polling place relocation for Ward 2 by moving Precinct 3 to St. John's UCC and Precincts 4 and 5 to St. John's Parish for the 2023 Primary and General Election.

The Clerk's Office has been made aware that the Boos Center renovations will result in the building being unavailable for the 2023 Election Cycle

On February 10, 2023 the Election Commission voted to consolidate precincts for the May 2, 2023 Special Elections. As a result of the consolidation, Precinct 3 electors will be voting at the St. John's UCC (located at 8001 S. Mechanic) and Precincts 4 and 5 will be voting at St. John's Parish (located at 711 N. MLK Jr Drive).

The Clerk's Office believes that maintaining those polling locations for the remainder of the 2023 election calendar will result in less confusion and will save the City in costs associated with notifying the electors of the polling location temporary change and the cost of building rental. MCL 168.662(5) allows for a single polling place to contain up to six precincts. The change would result in St. John's Parish having 4 precincts and St. John's UCC having three.


N US 127/Shirley
Shirley Dr
Clinton Rd
E I 94
Rosehill Rd
E Porter St
N Waterloo Ave
N Elm Ave
Ward 3
3-6
3-7
W Monroe St
Clinton Rd
Lansing Ave
W Argyle St
4-8
4-9
W North St
W North St
E North St
Ward 4
N US 127
Ann Arb
S US 127
E Ganson St
W Ganson St
Steward Ave
N West Ave
N Horton St
N Martin Luther King St
Cooper St
N Jackson St
W Trail St
N Mechanic St
Daniel Rd
N Wisner St
2-4
E Michigan Ave
N Brown St
5-10
Wildwood Ave
W Louis Glick Hwy
E Louis Glick Hwy
W Pearl St
N Blackstone St
S Waterloo Ave
S East Ave
Chapin St
2-3
W Michigan Ave
W Cortland Ave
E Cortland Ave
Plymouth St
W Washington Ave
Ward 5
S Wisner St
S Blackstone St
S Mechanic St
S Gorham St
Hupp Ave
E Washington Ave
W Franklin St
E Franklin St
2-5
Ward 2
Page Ave
Water St
5-11
E Biddle St
Morrell St
W Morrell St
E Morrell St
S Brown St
6-12
S West Ave
1st St
Greenwood Ave
S Jackson St
Belden Rd
S Cooper St
S Elm Ave
4th St
6-13
W High St
E High St
Ward 1
Ward 6
1-1
1-2
Woodbridge St
S Martin Luther King St
Griswold St
Losey Ave
Denton Rd
Kibby Rd
W Prospect St
E Prospect St
E South St
6-14
4th St
Elmdale Dr
Brooklyn Rd
Horton Rd
Stonewall Rd
Badgley Rd
Hinckley Blvd
1
Ward 1 - King Center
1107 Adrian St.
2
Ward 2 - Boos Center
210 Gilbert St.
3
Ward 3 - St. John's Parish Center
711 N. Martin Luther King Jr. Dr.
4
Ward 4 - First Presbyterian Church
743 W. Michigan Ave
5
Ward 5 - St. John's United
Center for Caring
801 S. Mechanic St.
6
Ward 6 - Cascades Baptist Church
1012 W. High St.
CITY OF JACKSON
WARDS AND PRECINCTS
Ward - Precinct
1-1
1-2
2-3
2-4
2-5
3-6
3-7
4-8
4-9
5-10
5-11
6-12
6-13
6-14
0 0.1 0.2 0.3 0.4
Miles
N
JACKSON
Founded 1829
New Wards and Precincts approved by city council March 2022
Map Prepared: March 29th, 2022

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: February 21, 2023

SUBJECT: Transition to even year Citywide Elections

Recommendation:

Establish a public hearing on March 7, 2023 to receive citizen comments on a resolution moving citywide elections from the odd year to the even year cycle.

Beginning in May 2019 the Charter Review Committee began the discussion of moving citywide elections from odd years to even with a unanimous consensus throughout the discussions. On June 4, 2020 the Charter Review Committee voted unanimously to present the recommendation to Council for consideration. Daniel Greer, Charter Review Committee Chair, presented Council with the Committee's recommendation at the June 16, 2020 Council Meeting. Excerpts from the meeting minutes, the Charter Review Committee Chair report, and the excerpts from the 2020 Council meeting where the item was presented are attached.

On February 10, 2023 the Election Commission voted unanimously to recommend to Council consideration of a resolution moving elections in the City from odd years to even years.

Section 642a of the Michgan Election Law, MCL 168.642a(4), provides that if a city holds its regular election for city offices annually or in the odd year on on the November regular election date, the City Council may choose to hold the regular election at the even year general election by adopting a resolution in compliance with Section 642 (MCL 168.642). Compliance with Section 642 includes holding a public hearing, and the resolution approving the change may be adopted at the same meeting as the public hearing.

The resolution would provide for the following changes:

- The 2023 election cycle for Wards 2, 4, 6, and Treasurer would extend the term from 2027 until 2028.
- The 2023 election cycle for Mayor would extend the term from 2025 until 2026.
- The 2025 election cycle for Wards 1, 3, and 5 would extend the term from 2029 until 2030.
- The last odd year election would take place in 2025.
- **2023 candidates would not be penalized for petitions that have the term expiration year as 2027 as the change in term length would take place and become effective after circulation of nominating petitions.**
- **No member of Council would be "gifted" an extra year in their term; voters in all Wards would have the power to elect the representative who would be receiving an extended term.**

Discussion ensued. C. Wood called the question. A vote was taken on the motion to call the question. Vote was done by voice with a majority in favor. Motion carried.

Vote was taken on the motion to change the word "Mayor" to "Governor" in Item 1 of Section 10.2 – Right of Referendum. A roll call vote was done. Vote – Yeas: Greer, Josling, Wood, Montgomery, Bartholomew, Hart, and Schlecte (7). Nays: Rajzer (1). Absent: Hester, Swope, Williams, and Morse (4). Motion carried.

The second part of the divided question was restated, to change the word from "Mayor" to "Governor" in Item 1 of Section 10.1 – Right to Initiative. S. Rajzer objected to the consideration of the motion as it was non germane to the agenda. Chair Greer ruled that the item would have to be postponed to the next meeting as it was out of order due to it not being on the agenda.

D. Election dates listed in the Charter

No action taken.

E. Timing of special elections

No action taken.

F. Municipal elections being moved to an even year

Motion was made by C. Wood, seconded by J. Josling to 1. Move the City Primary Election to August of the even year, 2. Move the City General Election to November of the even year, 3. Change the length of the terms of office those elected members of Council in 2021 and 2023 from four years to five years, 4. Change the length of the term of office for the elected Mayor in 2021 from two years to three years, and 5. Change the length of the term of office for the Treasurer elected in 2023 from four years to five years. Vote was done by voice with all in favor. Chair Greer requested that staff bring back language to the next meeting.

SCHEDULE FUTURE AGENDA ITEMS:

J. Hart asked that the Committee consider 10.1 Initiative be placed on the next agenda. No objections were made. Item will be placed on the next agenda.

S. Rajzer asked that review of petitions used in the City be placed on the next agenda. J. Hart and J. Josling objected. Vote was done by roll call on the request to put the item on the agenda. Vote- Yeas: Montgomery, Rajzer, Schlecte (3). Nays: Greer, Josling, Bartholomew, and Hart (4). Abstain: Wood (1). Absent: Hester, Swope, Williams, and Morse (4). Request failed. The item will not be on the agenda.

OLD BUSINESS:

A. Update on Draft Final Report to City Council from Committee Chairman Greer

Chair Greer provided the Committee with an update; no action was taken on the item.

B. Discussion of Proposed Amendment to Charter Sec. 10.1(1), Right of Initiative, Consistent with Proposed Amendment to Charter Sec. 10.2(1), Right of Referendum

Motion was made by Hart, seconded for discussion by Greer to approve as written – Unless prohibited by state law, a proposed ordinance may be submitted to the council by petition requesting its adoption. A petition must be signed by qualified electors of the city equal to ten (10) percent of the total vote for all candidates for governor at the last general city election. Vote – Yeas: Greer, Josling, and Hart (3). Nays: Wood, Rajzer, Swope, Williams, Bartholomew (5). Motion failed.

Motion was made by Rajzer, seconded by Swope to table indefinitely the proposed language for Right of Referendum.

A point of order was raised by Hart on whether the motion made was germane. Chair Greer moved to have the final language for Right of Referendum be on the agenda at the next meeting. Both Rajzer and Swope objected.

Motion was made by Hart, seconded by Wood to call the question. Vote – Yeas: Greer, Josling, Wood, Swope, Williams, Bartholomew, and Hart (7). Nays: Rajzer (1). Motion carried.

Vote was taken on the motion to table indefinitely. Vote –Yeas: Rajzer, Swope, Williams, and Bartholomew (4). Nays: Greer, Josling, Wood, and Hart (4). Motion died.

NEW BUSINESS:

A. Discussion of Proposed Language Moving City Primary to August of Even Years; Moving the City General Election to November of Even Years; Extending Length of Term of City Council Members Elected in 2021 and 2023 from 4 to 5 Years; Extending the Length of the Term of Office for the Elected Mayor in 2021 from 2 to 3 Years; and Extending the Length of the Term for the Elected Treasurer in 2023 from 4 to 5 Years

Motion was made by Wood to amend the language to, "In each succeeding even year election, the Mayor shall be elected for a two year term and City Council members shall be elected to four year terms to the seats which have terms expiring, except that the elected Mayor in 2021 shall be elected to a term of one year; those elected members of City Council in 2021 and 2023 shall serve a term of three years; and the elected Treasurer in 2023 shall serve a term of three years."

Chair Greer asked that any amendments to the language be made after the initial motion to approve the language was made and seconded. Wood withdrew the motion.

Motion was made by Wood, seconded by Hart to adopt the language as presented.

Motion was made by Wood, seconded by Hart to amend the language to "except that the elected Mayor in 2021 shall be elected to a term of one year; those elected members of City Council in 2021 and 2023 shall serve a term of three years; and the elected Treasurer in 2023 shall serve a term of three years." Vote was taken on the amendment to the main motion. Vote – Yeas: Greer, Josling, Wood, Rajzer, Swope, Williams, Bartholomew, and Hart (8). Nays: none. Motion carried.

Chair Greer reminded the Committee that the vote to approve the amended language would result in the item being forwarded to the Attorney General for precursory review and the item being added to the list to present to City Council.

Vote was taken on the main motion as amended. Vote – Yeas: Greer, Josling, Wood, Rajzer, Swope, Williams, Bartholomew, and Hart (8). Nays: none. Motion carried.

B. Consideration of proposed Charter Amendment Sec. 7.10.1 for filling of vacancies as proposed by City Council Member Alexander, at the request of City Council at the April 14, 2020 Council Meeting

Motion was made by Williams, seconded by Hart to forward the previously adopted language to City Council for their consideration (Except in case of recall, or as otherwise provided in this charter, vacancies in elective office of the city, except in the office of the Mayor, shall be filled by a vote of the electors at the next general election for which the candidate has an opportunity to participate in a city wide primary election. The City Council shall appoint an interim councilmember or treasurer within 60 days of the vacancy who shall serve until the election of a new councilmember or treasurer). Vote – Yeas: Greer, Josling, Wood, Rajzer, Swope, Williams, Bartholomew, and Hart (8). Nays: none. Motion carried.

C. Schedule of Future Agenda Items, including finalizing proposed Charter Amendments for Council Consideration and timely placement on the November 2020 ballot

*7:49 p.m. J. Josling left the meeting.

A motion was made by Swope, seconded by Hart to amend Section 11.4 to:

The clerk shall be appointed by the council and shall serve at the pleasure of the council. The city clerk shall be the clerk of the city council, the chief elections and voter registration officer of the city, and the custodian of city records and the city seal. The clerk~~,~~ ~~who has been duly sworn in by the mayor,~~ shall ~~administer and~~ record the oath of office for all appointed and elected city officials. OATHS OF OFFICE FOR ALL CITY OFFICES MAY BE ADMINISTERED BY ANYONE COMMISSIONED WITH

PUBLIC COMMENTS:

A point of order was raised by Rajzer regarding the use of the GoToMeeting chat box.

A point of order was raised by Williams regarding the need of a motion in relation to the point of order raised by Rajzer. Chair Greer determined a motion was not necessary.

City Clerk Andrea Muray read the submitted public comments into the record. Members of the public who participated in the virtual meeting were also given an opportunity to provide public comments.

OLD BUSINESS:

A. Discussion of Proposed Language Moving City Primary to August of Even Years; Moving the City General Election to November of Even Years; In each succeeding even year election, the Mayor being elected for a two year and City Council members being elected to four year terms to the seats which have terms expiring, except that the elected Mayor in 2021 shall be elected to a term of one year; those elected members of City Council in 2021 and 2023 shall serve a term of three years; and the elected Treasurer in 2023 shall serve a term of three years.

Motion was made by Wood, seconded by Swope to approve the substance of the language subject to any wording changes that need to be made to bring it into the appropriate language. A friendly amendment to the motion was made by Swope; to approve amendment subject to de minimis correction. Wood accepted the friendly amendment. Vote – Yeas: Greer, Wood, Rajzer, Swope, Williams, and Hart (6). Nays: none. Motion carried.

B. Discussion of Proposed Charter Amendment to Section 11.4, Administering the Oath of Office.

Motion was made by Swope, seconded by Hart to adopt the proposed language. Discussion followed. Swope withdrew the motion; Hart concurred.

A motion was made by Swope, seconded by Hart to amend the language, "The Clerk shall be appointed by the Council and shall serve at the pleasure of the Council. The City Clerk shall be the Clerk of the City Council, the chief elections and voter registration officer of the City, and the custodian of City records and the City Seal. Oaths shall be administered and recorded by the Office of the Clerk," subject to de minimis correction. Vote – Yeas: Greer, Wood, Rajzer, Swope, Williams, and Hart (6). Nays: none. Motion carried.

JACKSON
Founded 1829

June 16, 2020

Honorable Mayor and City Council,

On behalf of the Jackson City Charter Review Committee, as its Chair, it is my honor to present to you our attached Final Report and Charter Amendment recommendations.

The City of Jackson Charter Review Committee is a volunteer Advisory Body, appointed by the Mayor and City Council every ten years, to review the City's Charter, looking for sections that need updating. The Committee can only **recommend** Charter Amendments to the City Council, which would need a two-thirds majority vote (5 of 7) to place the matter before the voters. The Charter Review Committee has no power of its own to amend the City Charter. Only a majority vote of the people can amend the Charter.

While this will conclude the Committee's work, I could only wish that we had not experienced some unforeseen circumstances that delayed us unexpectedly for several months, stalling out after our May 2019 meeting.

Our first task when we first came together in February of 2018, was to consider whether a review of the Charter would suffice or whether a complete revision process was necessary. The Committee's decision, based on the fact that our Charter was fully revised by the electorate in 1997, was to embark on a review process.

We then decided to allow members of the Committee to bring up items that they felt we should discuss, rather than going line-by-line, section-by-section, through the Charter.

At this point, the Committee decided there were 3 items that they desired to bring to the Council right away, so that they could be considered to be placed on the November 2018 election ballot. One item was to bring the Charter into compliance with State Law regarding residency requirements for appointed officials, another was related to litigation and the third was regarding whether the Treasurer would remain elected or become an appointed position. These items were brought to the Council in July of 2018. The Council took no action on the Treasurer recommendation and placed the other two items on the ballot. Unfortunately, voters did not approve either Charter Amendment. It is the opinion of several members of the Charter Review Committee, including myself, that the Council's limited effort to inform the public about the measures led to their defeat. **I would like to emphasize that if you decide to place any of these recommendations before the voters, it is the Committee's opinion, that you must make**

a definitive effort to inform the public. You are allowed to do so by State Law. You can expend funds to do so, also, as long as you do not take a side, for or against.

After these three recommendations were sent to Council by the Committee, we decided to compile a list recommendations and bring them to the Council all at the same time, as had been done in the previous Charter Review process in 2008.

We were all set to resume meetings in March when the Covid19 Pandemic raised its ugly head and all City meetings were postponed indefinitely. Thankfully, the Governor's executive order No. 2020-75 allowed for conducting City business through virtual meetings. I want to thank the Council for requesting our recommendation for the filling of vacancies of elected positions in April of this year, as this caused us to explore conducting meetings virtually and helped us get the 'ball over the goal line'.

So, before you are our recommendations. You have the authority to do with them as you wish. By no means are you obligated to place them on the ballot or even consider them, for that matter. You may choose to alter them before voting to place them on the ballot. You could place some on this year's ballot or hold some or all of them for another election in the future. The City Council has the authority to come up with your own Charter Amendments at any time, without a Charter Review Committee in place. Having served 20 years as Third Ward Council Member, it is my opinion that you may not want to overwhelm the electorate with too many Charter Amendments at one time. **I would, however, on behalf of the Committee, ask two things of you: #1) acknowledge the diversity, knowledge and dedication of the Jackson Charter Review Committee by considering all of our recommendations & #2) thank the Committee for their service, discharge us from our duties and disband the Charter Review Committee until it is due to meet again for another review in 2027, per the City Charter, Section 21.1.** Before adjourning without day, the Committee decided to prioritize our top three recommendations. They are as follows: **Filling of Vacancies of Elected offices, Changing from Odd-Year Elections to Even-Year Elections & Passage of Ordinances.** If you refer to the List of Recommendations, these three are at the top. The remainder of the recommendations are considered "tied for a close fourth place', meaning they are still important in the Committee's opinion, but suggested for a possible future ballot. It is also important to note that our City Attorney and outside Legal Counsel have been given the task of making de minimis editorial changes to the recommendations.

I would like to offer that if, in the case that you decide to put any of these recommendations before the voters, that I or some of the Committee members may be willing to assist in informing the public of the rationale, if you so desire.

In closing, it has been my honor and privilege to serve our fair City in this capacity and I thank my fellow Committee members for their knowledge and input, the City staff members and outside legal counsel that assisted us, as well as our Honorable Mayor and City Council for the opportunity to do so.

May you and your families stay healthy and safe through this Covid19 Pandemic. I trust that you will continue to conduct your duties in the best interest of all of us taxpayers through these difficult and trying times.

Best Regards,

Daniel P. Greer

Daniel P. Greer
Chair
Jackson Charter Review Committee

NEW BUSINESS:

A. Charter Review Committee Recommendations

Recommendation: *Consider proposed Charter Amendments as recommended by the City of Jackson Charter Review Committee.*

Motion was made by Councilmember Alexander seconded by Councilmember Forgrave to have the City Attorney make modifications to the language for filling vacancies so that the primary can be held at the next possible election and the following election would be the general election for the vacant seat. Councilmember Alexander clarified his motion - to send the filling vacancies recommendation to the City Attorney and have him make modifications necessary to read in a way that would cause the primary and the general election for the filling of a vacancy to automatically occur at the next two possible elections. Councilmember Forgrave supported the motion. Vote – Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Mayor Dobies, seconded by Councilmember Schlecte to have the City Attorney draft the language (adjusting terms of office to even year elections) and submit it for review by the Attorney General and bring back to the July 14, 2020 Council Meeting. Vote – Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Bunnell, and Forgrave (5). Nays: Councilmember Alexander and Schlecte. Councilmember Schlecte corrected her vote after the roll call. With the correction, the tally became Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Alexander (1). Motion carried.

Motion was made by Councilmember Alexander, seconded by Mayor Dobies send the item (passage of ordinances) to the City Attorney to prepare for preliminary review by the Attorney General's Office, and bring the item back before Council at the July 14, 2020 Council Meeting. Vote – Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to direct the City Attorney to draft a Charter Amendment that would remove the requirement from a notary from any and all nominating petitions or any other petitions in the City of Jackson.

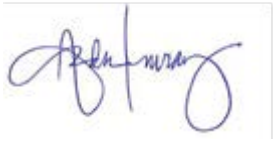
An amendment to the main motion was made by Mayor Dobies, seconded by Councilmember Alexander to change the language to "the Charter Review Committee shall be appointed by the Council before April 1 of every 10th year after 2017. Vote – Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

A vote was taken on the main motion as amended. Vote – Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Mayor Dobies, seconded by Councilmember Schlecte to direct the City Attorney to prepare the proposed language as presented for Section 7.5 for Appointed Officers to be moved to the Attorney General's Office for preliminary review, and have the City Attorney present it at the July 14, 2020 Council Meeting. Vote – Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Mayor Dobies, seconded by Councilmember Robinson to formally commend the Charter Review Committee for their work, thank them for their service, and thank Chairman Greer for his leadership, and to discharge and disband the Charter Review Committee until the year 2027. Vote – Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

The foregoing is an excerpt from the
City Council Proceedings of
June 16, 2020



Andrea Muray, City Clerk

OTHER BUSINESS:

A. Charter Review Committee Recommendations; Proposed Charter Amendment Resolutions

Recommendation: *Consider proposed Charter Amendment Resolutions as directed by City Council at the June 16th Council Meeting.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to move 7.1 - Filling of Vacancies to the November ballot along with Section 5.2 - Form of Petition to the November ballot. Vote – Yeas: Mayor Dobies, Councilmembers Robinson, Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Forgrave to place Charter Amendments 5.3 and 10.3 the election following November's election. Councilmember Forgrave then withdrew his motion.

The foregoing is an excerpt from the City Council Proceedings of July 14, 2020



Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

SUBJECT: **Amendment 2 to the 2020 Water Main Engineering Contract**

RECOMMENDATION:

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

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

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: February 21, 2023

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

SUMMARY

On March 31, 2020, City Council awarded the 2020 Water Main Engineering contract to Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan. On July 13, 2021, City Council amended the contract to provide design engineering and construction services for water main replacements and street construction on nine streets. Amendment 2 is to provide design and construction engineering for water main replacements and street construction on McBride Street from Fourth to First, on Williams Street from Biddle to Wilkins, and to remove Fourth Street water main replacement from Franklin to Washington.

BUDGETARY CONSIDERATIONS

The current amount for the 2020 Water Main Engineering contract with HRC is $695,903.00. The amount of the proposed Amendment 2 is $86,260.00, bringing the revised contract amount to $782,163.00. The cost of the amendment will be paid by Water Funds and Street Funds.

HISTORY, BACKGROUND and DISCUSSION

On March 31, 2020, City Council awarded the 2020 Water Main Engineering contract to HRC for design and construction engineering for the reconstruction of water transmission mains on the streets in the railroad depot area.

On July 13, 2021, City Council approved Amendment 1 to the contract to provide design and construction engineering for water main replacements on: Arnold, Cooper to east end; Biddle, Greenwood to Williams; Burr, Cooper to Waterloo; Deyo, Elm to Gorham; Dwight, Chapin to Tyson; Fourth, Franklin to Washington; Garfield, Fourth to First; Grinnell, Norfolk to Wildwood; East, Plymouth to Teneyck; and East, Franklin to Washington.

DISCUSSION OF THE ISSUE

Engineering recently discovered that the attached amendment was received by the department but never submitted to City Council for official approval.

The attached letter from HRC dated September 13, 2021 lists the streets and the work proposed for them. The estimated cost for this project at this time is $86,260.00 of which $36,860.00 is water costs, $12,590.00 is sewer costs and $36,810.00 is street costs.

The replacement of these water mains will also replace 28 water services, all of which are believed to be either partial or full lead pipes. This project will also reconstruct 1,315 feet of local streets.

The proposed contract Amendment 2 is for the design engineering and construction engineering services to provide the water main replacements and street reconstruction on McBride from Fourth to First, on Williams from Biddle to Wilkins, and to remove these services for Fourth from Franklin to Washington as it has been postponed.

POSITIONS

Engineering recommends that Amendment 2 to the 2020 Water Main Engineering contract with HRC be approved for the not-to-exceed amount of $86,260.00. I also request that the City Manager and City Engineer be authorized to sign the appropriate documents.

AMENDMENT NO. 2
Contract for
20-003 - 2020 Water Main Engineering
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	**$209,553.00**
AMENDMENT NO. 1	**$486,350.00**
CONTRACT AMOUNT AS SET BY AMENDMENT NO.1	**$695,903.00**
AMENDMENT NO. 2	**$86,260.00**
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	**$782,163.00**

REASON FOR AMENDMENT:

To add design and construction engineering services to provide for water main replacements on two streets and remove one street portion previously added to contract.

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

ACCEPTED BY:

_____ _____
Todd Sneathen, P.E., Vice President Date:
Hubbell, Roth & Clark, Inc.

ACCEPTED BY:

_____ _____
Jon H. Dowling, P.E., City Engineer Date:

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager Date:

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

STREET: 401 S. Mechanic Street, Suite B
Jackson, MI 49201
PHONE: 517-292-1295
WEBSITE: hrcengr.com

September 13, 2021

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

Attn: Jon Dowling, P.E, City Engineer

Re: 2020 Water main Engineering
Amendment #2
4" Watermain Upgrades

HRC Job No. 20210802

Dear Mr. Dowling:

Per our discussions, we are pleased to submit this amendment for various tasks. These tasks include both design and construction engineering duties. Each task also includes soil borings, pavement corings and sewer cleaning and televising.

Task 1 - Design and Construction Engineering for McBride St Watermain Replacement from Fourth to First
The City requested HRC to prepare construction documents for upgrading the 4" watermain, replacement of the existing sanitary sewer and reconstruction of McBride Street including curb and gutter from Fourth to First, approximately 980 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 8 weeks of construction. HRC can complete the design work and construction administration for $59,740.

Task 2 - Design and Construction Engineering for Williams St Watermain Replacement from Biddle to Wilkins
The City requested HRC to prepare construction documents for upgrading the 4" watermain, replacement of the existing sanitary sewer and pavement along Williams Street from Biddle to Wilkins, approximately 335 feet. HRC's work will include topographic survey, preparing bid documents and inspection and construction engineering services for the project. We are assuming 5 weeks of construction. HRC can complete the design work and construction administration for $37,770.

Amendment Reduction - Design and Construction Engineering for Fourth St Watermain Replacement from Franklin to Washington
The City previously requested HRC to prepare construction documents and provide construction administration for work on Fourth Street. HRC is completing the design plans, but the construction is not planned to be started next year. Based on our subsequent discussion, HRC proposes to reduce the previous amendment amount for this Task by $21,690. Resulting in a new reduced amendment amount to complete the design of $11,250.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Todd Sneathen, P.E.
Vice President

Attachment
pc: HRC; M. Romkema, File

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: February 21, 2023

SUBJECT: **Request to Adopt a Resolution to Apply for RAISE 2023 Discretionary Grant**

Recommendation:

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

Attached is a report and resolution from Jon Dowling, City Engineer, requesting adoption to apply for the Grant outlined above and in the attached report.

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

JG

T:\Grant Applications\RAISE Grant_MLK Corridor Reimagined\2023 RAISE GRANT APPLICATION_MLK CORRIDOR REIMAGINED\2023 RAISE Grant Mgr Cover Memo.docx

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: February 21, 2023

RECOMMENDATION: **Adopt a Resolution of Support to file an application for the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2023 Discretionary Grant Program.**

SUMMARY

The United States Department of Transportation has called for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) projects for fiscal year 2023. The City is applying for the grant to reconstruct Martin Luther King, Jr. Drive between South Street and Morrell Street.

BUDGETARY CONSIDERATIONS

The Engineering estimate for the construction work is $7,539,161.00 with the federal share in the RAISE Grant being $6,785,245.00 and the City share being $753,245.00.

HISTORY, BACKGROUND and DISCUSSION

Martin Luther King Jr. Drive is a major thoroughfare coming north out of Summit Township bisecting the City. The street serves as the main commercial corridor through the city's southside neighborhood that has seen economic and community hardship. The MLK Corridor Improvement Authority was created in 2020 to promote the revitalization and redevelopment of the aging MLK Drive commercial corridor.

Martin Luther King Jr. Drive was renamed in 2019 from Francis Street to honor the civil rights leader and the residents who advocated for the name change for more than three decades. The roadway dated to as early as 1873 and was originally paved in 1914.

DISCUSSION OF THE ISSUE

The MLK Corridor Reimagined project will reconstruct Martin Luther King Jr. Drive to provide for all users in accordance with the Complete Streets concept. The project will address infrastructure improvement needs to roads and waterlines and give an opportunity to reduce excess pavement, install streetlights, and provide for increased green elements such as turf and trees. The project is part of the larger vision "to enhance Jackson's south side into a thriving, world-class community experiencing economic prosperity, committed and dedicated to diversity and inclusion while maintaining high ethical standards."

The project will rebuild to full depth pavement replacement with new hot mix asphalt and concrete curb and gutter. The proposed street will be reconstructed between intersections with a single southbound lane, a single northbound lane, and parking lanes. The parking lanes will be eliminated at intersections with major streets, and center left turn lanes will be provided. Also, at local street intersections, the parking lanes will be eliminated, and curb and associated sidewalk ramps will extend to the limits of the travel lanes. This will provide a shorter crossing for pedestrians and make the pedestrians more visible to passing motorists. It will also eliminate unused pavement, reduce stormwater runoff, and increase green space.

POSITIONS

Engineering requests that the attached resolution be adopted for application for the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2023 Discretionary Grant Program for the reconstruction Martin Luther King, Jr. Drive between South Street and Morrell Street.

ATTACHMENT

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson wishes to promote the reconstruction and redevelopment of Martin Luther King, Jr. Drive between South Street and Morrell Street; and

WHEREAS, The United States Department of Transportation has called for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) projects fiscal year 2023; and

WHEREAS, the maximum amount of each grant is $25,000,000; and

WHEREAS, based upon preliminary engineering estimates, the projected project cost is $7,539,161, with the RAISE grant amount of $6,785,245; and

WHEREAS, the balance of the conceptual construction cost is $753,916, and

WHEREAS, the City cost will be paid with, but not limited to Street funds, and;

WHEREAS, the City agrees to maintain the street and all related infrastructure under the MLK Reimagined Project for the service life of the project; and

WHEREAS, the City will coordinate any upgrades to the water, sewer, and street light infrastructure along project limits with said project, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby certifies its support of the filing by the City Manager on behalf of the City of Jackson an application for the reconstruction and redevelopment of Martin Luther King, Jr. Drive under the United States Department of Transportation 2023 RAISE Discretionary Grant Program.

* * * * * *

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

I, Andrea Muray, Jr., 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 21st day of February, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 22nd day of February, 2023.

_____

Andrea Muray
City Clerk