



## **AGENDA- CITY COUNCIL**

Tuesday, September 12, 2023  
6:30 PM

Page

**1. CALL TO ORDER.**

**2. PLEDGE OF ALLEGIANCE.**

Invocation will be given by 5th Ward Councilmember Karen Bunnell

**3. ROLL CALL.**

**4. ADOPTION OF AGENDA.**

**5. PRESENTATIONS/PROCLAMATIONS.**

- 5.1 Presentation by City Assessor Jason Yoakam,  
Special Assessment Policy

7 - 59

[Special assessment Policy.pptx](#) 

[PROPOSED SA POLICY REVISION PACKET 09-12-2023.pdf](#) 

**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 Karen Bunnell resignation from City Council effective  
9.30.2023

60 - 61

[resignation agenda item.pdf](#) 

8.2	Environmental Commission Minutes for 5-17-23 and 6-21-23 <a href="#">ENVIRONMENTAL COMMISSION MINUTES FOR 051723 AND 062123.pdf</a> 	62 - 66
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**9. CONSENT CALENDAR**

Consent Action

9.1	Minutes of the Regular Meeting of August 15, 2023 <a href="#">CCMIN 8.15.23.pdf</a> 	67 - 80
9.2	Accept with regret, the resignation of Chad Everett from the Building Code Board of Examiners and Appeals <a href="#">BCBA Resignation - Everett.pdf</a> 	81 - 82
9.3	Appointment to Building Code Board of Examiners and Appeals <a href="#">BCBA Appointment - Smith.pdf</a>  <i>Approve the Mayor's recommendation to appoint Joe Smith to the Building Code Board of Examiners and Appeals, to complete Chad Everett's term, beginning on September 15, 2023 and ending on December 31, 2025.</i>	83 - 86
9.4	Reappointment to the City of Jackson's Environmental Commission <a href="#">Environmental Comm Reappointment - Inosencio.pdf</a>  <i>Approve the Mayor's recommendation to reappoint Jacob Inosencio to the Environmental Commission for a 3-year term, beginning September 28, 2023 and ending on September 27, 2026.</i>	87 - 90
9.5	Resignation from the Jackson Housing Commission <a href="#">JHC Resignation - Caroline Parker.pdf</a>  <i>Accept the resignation of Caroline Parker from the Jackson Housing Commission</i>	91
9.6	Special Event Application: Veterans Build Kickoff <a href="#">SEA-- Habitat Vetrans.pdf</a>  <i>Approve a request from Greater Jackson Habitat for Humanity to host their Veterans Build Kickoff on September 20, 2023, on the streets of Jackson.</i>	92 - 99
9.7	Special Event Application: Orthopaedic Rehab Specialists	100 - 111




5/8k

[SEA--ORS Race.pdf](#) 

*Approve a request from Orthopaedic Rehab Specialists to host their Octoberfest 5/8k on September 30, 2023, in downtown Jackson.*

**10. OTHER BUSINESS.**

**11. NEW BUSINESS.**

- |      |   |           |
|------|---|-----------|
| 11.1 | <p>Approve the sale of two City Owned properties to Fresh Start Real Estate, for the purpose of new home construction.</p> <p><a href="#">9-12-23 Fresh Start Corp Development Agreement w City.pdf</a><br/></p> <p><i>Approve the sale of City owned properties located at 903 W. Ganson and 619 Center to Fresh Start Real Estate Services, LLC for the purpose of building two new, single-family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.</i></p> | 112 - 124 |
| 11.2 | <p>First Reading - Ordinance No. 2023-06</p> <p><a href="#">2023-06 first reading.pdf</a> </p> <p><i>Approve the first reading and move to a second reading/final adoption an ordinance amending the hours of operation for Marihuana Provisioning Centers and Retailers.</i></p>  | 125 - 126 |
| 11.3 | <p>Dodge Durango Purchase for Police Department.</p> <p><a href="#">Dodge Durango Purchase.pdf</a> </p> <p><i>Approval for the purchase of three 2023 Dodge Durango SUVs for \$44,150 each from the John Jones Auto Group, for a total cost of \$132,450, outside of the normal purchasing guidelines.</i></p>   | 127 - 133 |
| 11.4 | <p>Schedule Public Hearing for JAG Grant</p> <p><a href="#">JAG Public Hearing.pdf</a> </p> <p><i>Approval for the request to schedule a Public Hearing at the September 26, 2023, City Council meeting regarding the use of federal grant funds totaling \$51,526 to be used by the City of Jackson Police Department the Jackson County Office of the Sheriff.</i></p>   | 134 - 135 |
| 11.5 | <p>Approval of a resolution to accept a Trust Fund Grant application for the Michigan Department of Natural Resources (MDNR) for a new trail project from S. West Avenue to Kibby</p>   | 136 - 139 |

Trail entrance and authorization for the Mayor and Clerk to execute the appropriate documents.

[MDNR 2022 Grant Acceptance.pdf](#) 

*Approval of a resolution to accept a Trust Fund Grant application for the Michigan Department of Natural Resources (MDNR) for a new trail project from S. West Avenue to Kibby Trail entrance and authorization for the Mayor and Clerk to execute the appropriate documents.*

- 11.6 Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract at the City of Jackson Wastewater Treatment Plant. 140 - 148

[WWTP SCADA Programming Upgrade Amendment 2.pdf](#) 

*Approval of Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract with Tetra Tech of Ann Arbor, MI at a not-to-exceed cost of \$157,000 and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

- 11.7 Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 840 Bush Street 149 - 156

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

*Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 840 Bush Street and authorize the Mayor and City Clerk to execute the appropriate documents.*

- 11.8 Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. 157 - 206

[CWSRF-Allied Contract Change Order #3.pdf](#) 

*Approval of Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$103,054, and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

- 11.9 Approve the Option Agreement for eight City-owned lots in the Martin Luther King, Jr. Corridor to Jonathan and Paula Autry for the purpose of building six affordable rental structures, totaling 24 units. 207 - 235

[Option Agreement - J Autry.pdf](#) 

*Approve the Option Agreement for the sale of eight (8) city owned lots along the Martin Luther King, Jr. Corridor: authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of the lots to Jonathan and Paula Autry; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.*

- 11.10 FY 23-24 Nonunion Wage Increase 236 - 319

[FY 23-24 NonUnion Wage Increase 9.12.2023.pdf](#) 

*Approve first reading and advance to second reading/final adoption, an ordinance regulating nonunion pay for City of Jackson employees. Increase nonunion wages by 3.8% for FY 23/24, retroactive to July 1, 2023.*

- 11.11 Zoning Map Amendments - 206 W. Argyle St. (Parcel # 8-2450), 207 W. Argyle St. (Parcel # 8-2459), 208 W. Argyle St. (Parcel # 8-2451), and 209 W. Argyle St. (Parcel # 8-2461.10). 320 - 325

[Council Packet - W. Argyle St. Properties - Rezone.pdf](#) 

*Approve rezoning of 206 W. Argyle St. (Parcel # 8-2450), 207 W. Argyle St. (Parcel # 8-2459), 208 W. Argyle St. (Parcel # 8-2451), and 209 W. Argyle St. (Parcel # 8-2461.10) from I-1, Light Industrial to R-1, One-Family Residential as recommended by the City of Jackson Planning Commission.*

- 11.12 Zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval. Amend Subsection (d), Subsection (f), and Subsection (l). 326 - 329

[Council Packet - Text Amendments - Sec. 28-253 - EMC.pdf](#) 

*Approval of proposed zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval. Amend Subsection (d), Subsection (f), and Subsection (l), as recommended by the City of Jackson Planning Commission.*

- 11.13 Zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval and Section 28-257. – Signs that do not require a permit. 330 - 334

[Council Packet - Text Amendments - Sec. 28-253 - Rev Lic.pdf](#)



*Approval of proposed zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval and Section 28-257. – Signs that do not require a permit. Remove all language as it pertains to revocable license for signs and/or awnings in the right-of-way., as*

*recommended by the City of Jackson Planning Commission.*

- 11.14 Repeal of zoning ordinance Section 28-166. – Revocable license for signs and/or awnings in the right-of-way. 335

[Memo to Council - Repeal - Sec. 28-166.pdf](#) 

*Approval to Repeal Section 28-166. – Revocable license for signs and/or awnings in the right-of-way, as recommended by the City of Jackson Planning Commission.*

- 11.15 Approve contract with R.W. Mercer for T.A. Wilson Annex building, design/build interior renovations with limited exterior renovations to the N building. 336 - 367

[TA Wilson Agenda Packet.pdf](#) 

*Approve the contract with R.W. Mercer for T.A. Wilson Annex building, design/build interior renovations with limited exterior renovations to the N building in the amount of \$421,830.00, which includes a 15% contingency and allocate \$225,000.00 from unobligated American Rescue Funds to the transitional housing project.*

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

**13. MANAGER'S COMMENTS.**

**14. ADJOURNMENT.**

Presented by Jason Yoakam, MMAO

# INTRODUCTION

1. Fundamental knowledge
2. Proposed policy changes
3. Final Thoughts
4. Discussion

# FUNDAMENTAL KNOWLEDGE

## WHY SPECIALLY ASSESS & WHAT IS IT?

Simply put, special assessments help fund infrastructure projects.

“A special assessment is not a tax. Rather, a special assessment ‘is a specific levy designed to recover the costs of improvements that confer local and peculiar benefits upon property within a defined area.’” *Kadzban v City of Grandville*, 442 Mich 495, 502; 502 NW2d 299 (1993).

## FUNDING SOURCES

The primary funding sources for street construction are:

- 1) Gas and Weight Tax based on the State of Michigan Public Act 51 of 1951 as amended
- 2) Federal Surface Transportation Program grant funds (for major streets only)
- 3) Federal Community Development Block Grant funds (for some local streets only)
- 4) City of Jackson Public Improvement Funds
- 5) Assessments

# FUNDAMENTAL KNOWLEDGE

## UNDERSTANDING VALUE

- The **principal of contribution** states that the value of a particular component is measured in terms of its contribution to the value of the whole property or as the amount that its absence would detract from the whole. – *The Appraisal of Real Estate, 14<sup>th</sup> Edition*
- The premise that additional expenditures beyond a certain point (the point of decreasing returns) will not yield a return commensurate with additional investment; also known as **the law of diminishing returns**. – *The Appraisal of Real Estate, 14<sup>th</sup> Edition*

# FUNDAMENTAL KNOWLEDGE

## BENEFIT \*\*\*THIS IS IMPORTANT!!!\*\*\*

Proportionality to benefit is the most important point of all special assessments. Benefit, in the context of special assessments, means an increase in the market value of property. The Michigan Supreme Court explains: ***“In order for an improvement to be considered to have conferred a special benefit, it must cause an increase in the market value of the land.” (Ahern v Bloomfield Twp, 493).***

*City Charter Section 15.1 (excerpt) ...The Council shall so declare by resolution and shall provide that all special assessments levied shall be based upon or be in proportion to the benefits derived or to be derived.*

# FUNDAMENTAL KNOWLEDGE

## MORE ON BENEFIT (BECAUSE IT'S IMPORTANT!!!)

When considering benefit, thoughts often revert to the visually obvious benefits, or use of the property. For example, we can see the an apartment complex gets far more use of the road and therefore must have a greater benefit; that is true! However, this is a benefit in use NOT in increased value to the property.

The Michigan Supreme Court explains: ***“In order for an improvement to be considered to have conferred a special benefit, it must cause an increase in the market value of the land.” (Ahern v Bloomfield Twp, 493).***

It can be difficult to separate the two types of benefit, however, policy well-seated in the law is dependent on the understanding that the benefit only rests in the increase in value to the property.

# FUNDAMENTAL KNOWLEDGE

## BENEFIT - CASE LAW

Citations:

Dixon Road group v City of Novi – Michigan Supreme Court 426 Mich. 390 (1986), 395 N.W.2d 211 (excerpt)

While we certainly do not believe that we should require a rigid dollar-for-dollar balance between the amount of the special assessment and the amount of the benefit, a failure by this Court to require a reasonable relationship between the two would be akin to the taking of property without due process of law. Such a result would defy reason and justice.

- The special assessments in this case were found invalid, not because no benefit was found but rather that the assessments levied exceeded reasonable proportionality by 2.6 times the amount. The result was a decrease in the amount of assessment levied.

Kadzban v. City of Grandville (leading case) Michigan Supreme Court 442 Mich. 495 (1993), 502 N.W.2d 299

Dixon Road was cited and assessments were upheld.

# PROPOSED POLICY CHANGES

## WHY ARE CHANGES BEING PROPOSED?

Why is the Special Assessment Policy being presented for review?

- Under current Policy
  - Cumbersome to administer
  - Time consuming
  - Difficult to explain
- Under New Policy
  - Streamlined Process
  - Easy to Explain
  - Better suited in the meaning of the term Special Assessment

# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

1. **Street classification – Replace with a standard split between City & property owners**
2. Value of property – No change
3. Integrated site - Remove
4. Irregular-shaped lots – Replace with per-unit method
5. Corner lots – Replace with simple division
6. Type of development – Replace with exact language in the per-unit method
7. Size of assessment to calculate installments – Replace with a standard 10-year term
8. Front foot – Change to per unit
9. Value ceilings – \$15,000 residential revised to include \$30,000 commercial ceiling.

# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

Street classification – Replace with a 50/50 split between City & property owners.

- Based on traffic count, street classification is a function of the engineering's office
- Using traffic counts to determine percent to specially assess is a value in use, not in market value.

Construction Type	Property Category	Street Classification	Non-Assessable General Benefit	Specially Assessable Benefit
New Construction	All	All	0%	100%
Street Rehabilitation	Non-Residential	All	40%	60%
Street Rehabilitation	Residential	Principal Arterial	85%	15%
Street Rehabilitation	Residential	Minor Arterial	75%	25%
Street Rehabilitation	Residential	Collector	50%	50%
Street Rehabilitation	Residential	Local	40%	60%
All	All	Alley	20%	80%

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# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

### Value of property

- Value of property is a critical component to a proper special assessment and is situated well within the principle of contribution and the law of diminishing returns
- Currently in the policy as 25% SEV cap, about 17% of the residential housing stock would see a full \$15,000 special assessment, assuming the cap was reached.

# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

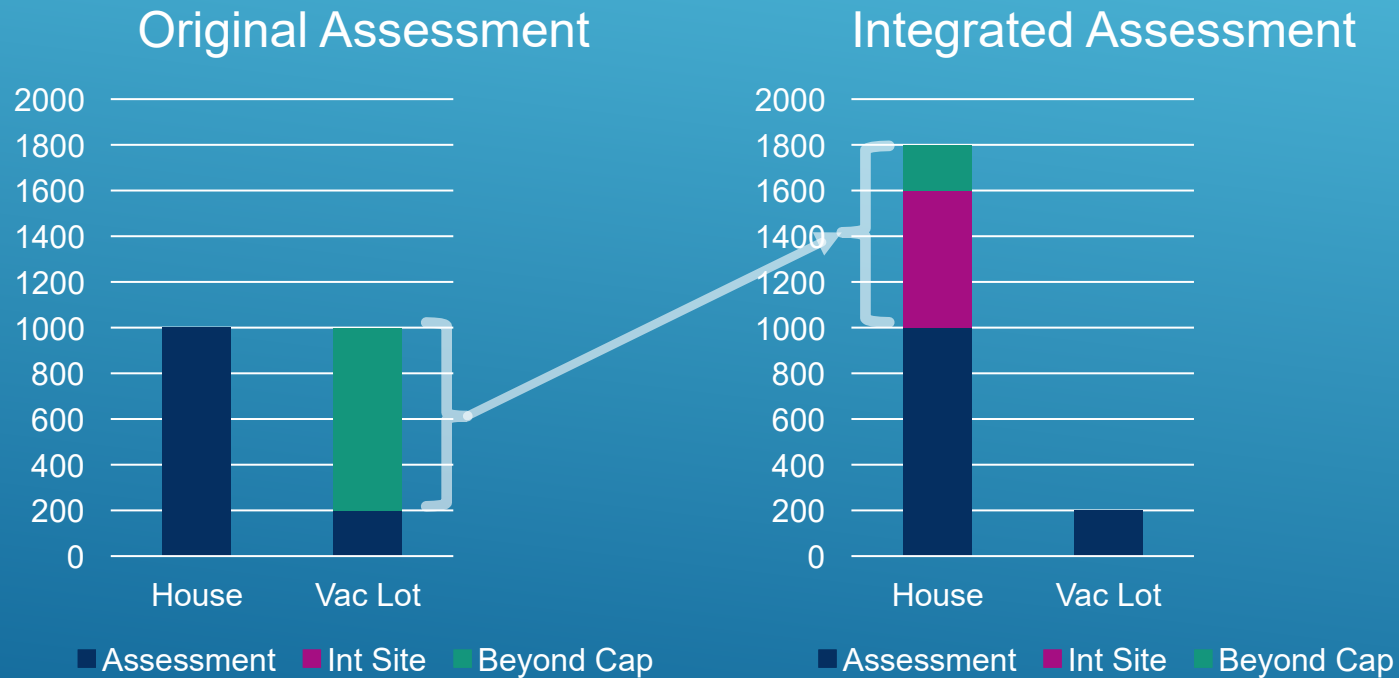
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# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

Integrated site – Request to remove

- Defined as “one or more parcels that are integral to their common use”



# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

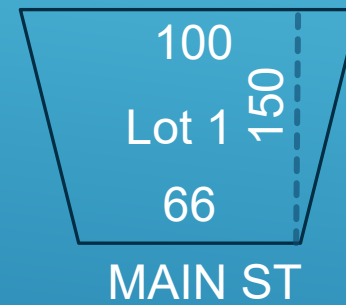
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# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

Irregular-shaped lots – Replace with per-unit method

- Although the policy affords an avenue to address irregular-shaped lots, the need for this adjustment stems from the front-foot method itself.
- Example:
  - Standard Depth of 132
  - Depth factor is calculated as follows:  
 $\sqrt{(\text{Actual Depth}/\text{Standard Depth})} = \sqrt{(150/132)} = 1.066$
  - Effective front foot is calculated as follows:  
 $((\text{Rear lot total} + (2 \times \text{Frontage}))/3) \times \text{Depth factor} = \text{EFF}$   
 $((100 + (2 \times 66)) / 3) \times 1.066 = 82.437$
  - Effective front foot = 82.437
- Does this calculation render a greater contributory value?



# PROPOSED POLICY CHANGES

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# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

Corner lots – Replace with simple division

- Current policy is such that a 33% reduction be applied to the longest side of a corner lot.
  - Perfect square issues
    - Where lots are square we have applied the reduction to the local road classification with the understanding they would pay a larger percentage, however, percentage does not equal price.
    - If you were granted this exemption 20 years ago and we are now repaving the adjacent road, you would not qualify.
    - Each instance requires research to ensure the policy is being followed.
    - When both roads are local there is no good answer.

# PROPOSED POLICY CHANGES

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# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

Type of development – Replace with language in the per-unit method

- Applied as a Residential Equivalent Unit (0.63) to address apartment complexes and condominiums. For Example:

### CURRENT METHOD:

# of Units	RE U	Res FF rate	REU Rate	Min Lot Width	Per unit Assmt	Total Assmt
55	.63	53.55	33.74	60	2,024.19	111,330.45

### PROPOSED METHOD:

# of Units	Per Share Cost	Calc Assmt	Ceiling Assmt
55	3,840.40	211,222.00	30,000

# PROPOSED POLICY CHANGES

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# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

Size of assessment to calculate installments – Replace with a standard 10-year term

Assessments Between	Number of Installments
\$501 to \$1,000	2
\$1,001 to \$1,500	3
\$1,501 to \$2,000	4
\$2,001 to \$2,500	5
\$2,501 to \$3,000	6
\$3,001 to \$3,500	7
\$3,501 to \$4,000	8
\$4,001 to \$4,500	9
\$4,501 and above	10

# PROPOSED POLICY CHANGES

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# PROPOSED POLICY CHANGES

## WHY PER UNIT?

- The front-foot method allocates a different value based on the amount of frontage.
- As special assessments are required to be reasonably proportionate to benefit, the front-foot method allocates assessments with the idea that more road frontage confers a greater benefit, or increase in market value, to a property.
- This method may have application from a cost allocation perspective, however, it is a more challenging approach when increase in market value is the charge.
- Roads are used to gain access to property and in that there is a benefit. It is the utility of the road, though, not the length of road in front of your home that provides the benefit.
- A simple comparison can be made for a water main. No additional benefit is derived for the length of water main in front of your home but rather the utility that it provides.

# PROPOSED POLICY CHANGES

## HOW WOULD PER UNIT BE APPLIED?

Proportionality would be applied by looking at the per-unit rate as shares:

- Each residential property is 1 share
- Multi-unit properties with more than 4 units is .5 shares per unit multiplied by the number of units
- Non-residential properties as 2 shares for properties up to two acres and properties greater than two acres will have shares equal to the acreage of the parcel within the special assessment district.

# PROPOSED POLICY CHANGES CASE STUDY – LOCAL STREET

Local street example:

Recently the following was before Council:

- A 32-parcel special assessment roll; 2 parcels of which were commercial
- 3 residential assessments changed under the proposed policy changes
- 1 increased by \$7,317.60
- 1 increased by \$879.80
- 1 decreased by \$186.60
- The remaining 29 parcels remained SEV capped
- The proposed policy change resulted in a net increase of \$8,010.80

This revised assessment took less than 30 minutes to calculate versus the, on average, 48 hours of staff time for the front foot method per assessment roll.

# PROPOSED POLICY CHANGES CASE STUDY – MINOR ARTERIAL

Minor Arterial street example:

Recently the following was before council

- A 12-parcel special assessment roll; 3 parcels of which were residential
- All but one assessment changed
- The 3 residential properties increased by \$1,337.50
- 2 non-residential properties increased by \$7,833.00
- 1 non-residential property increased by \$7,671.60
- The remaining 5 non-residential parcels decreased by \$13,954.70, \$14,450.70, \$2,799.40, \$11,211.00 & \$9,597.10
- The proposed policy change resulted in a net decrease of \$24,662.80

# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

1. Street classification – Replace with a standard split between City & property owners
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# PROPOSED POLICY CHANGES

## WHAT CHANGES ARE BEING PROPOSED?

Value ceilings – \$15,000 residential revised to include \$30,000 commercial ceiling.

- Why a ceiling at all?
  - Simple, the law of diminishing returns.

# FINAL THOUGHTS

- There is no such thing as a perfect policy.
- My desire to change this policy creates uncertainty for planning construction projects. For the sake of my fellow administrators, I am asking that the results of this policy be handled timely and their planning challenges be a consideration in any dely.
- The purpose of this policy is to provide my office with the framework to operate under, the results of which I hope rest well within City Charter Section 15.1 (excerpt) ...*The council shall so declare by resolution and shall provide that all special assessments levied shall be based upon or be in proportion to the benefits derived or to be derived.*
- If you take issue with the size of assessments then your efforts are more meaningfully addressed in the controlling factors of the size of assessments like the SEV cap and ceiling amounts.

# FINAL THOUGHTS (CONTINUED)

- Simple
  - Layers of complexity have served little purpose by which simpler processes could have accomplished the same.
  - Combat, like anything in life has inherent layers of complexities. Simplifying as much as possible is crucial to success. When plans and orders are too complicated, people may not understand them. And when things go wrong, and *they inevitably do go wrong*, complexities compound issues that can spiral out of control into total disaster. – Extreme Ownership, Jocko Willink & Leif Babin



## FINAL THOUGHTS (CONTINUED)

- There are always exception to the rule
- 

# QUOTES TO PONDER

*“Perfection is achieved, not when there is nothing more to add, but when there is nothing left to take away.”*

— Antoine de Saint-Exupery

*“Do the best you can until you know better. Then when you know better, do better.”*

— Maya Angelou

# DISCUSSION

Thank you all for listening!

**MEMOTO:** Mayor and City Councilmembers

**FROM:** Jason Yoakam, City Assessor 

**DATE:** September 12, 2023

**SUBJECT:** Recommend Adoption of Revised Special Assessment Policy

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**Recommendation:** Adopt the proposed Revised Special Assessment policy.


The Revised Special Assessment policy addresses the current complexity of the Special Assessment policy by switching from a front-foot calculation to a per-unit calculation.

This change would eliminate many of the cumbersome calculations required for the front-foot calculations.

The above action will allow the policy to be applied uniformly for all infrastructure improvements.

Attachments

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jason Yoakam   
**DATE:** September 12, 2023  
**RECOMMENDATION:** Recommend Adoption of Revised Special Assessment Policy

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### SUMMARY

Special assessments must follow a guiding principle that *the amount specially assessed must be reasonably proportionate to the benefit received*. Benefit, for the purposes of special assessments, is an increase in the market value of the land as a result of the improvement. I propose a per-unit calculation to replace the front-foot calculation for infrastructure improvements. Although both methods have merit, the per-unit method is a valid approach that is far more efficient to administer.

### BUDGETARY CONSIDERATIONS

Special assessments are an important part of municipal finance which includes a portion of the funding necessary to provide for infrastructure improvements. Through the Special Assessment policy, City Council defines what is reasonably proportionate to the benefit received. The per-unit method will yield different results than the front-foot method, however, an analysis of previously confirmed special assessments shows variation in both increased and decreased assessments.

### HISTORY, BACKGROUND and DISCUSSION

The special assessment policy was established on September 8, 1987 and has been revised several times since; this would be the ninth revision. Revisions have included street lists, installment years, amounts specially assessed, and many other details of how to facilitate the assessment process. The requested revision on this agenda item addresses simplifying how individual assessment are calculated.

### POSITIONS

Recommend adoption of Revised Special Assessment Policy.

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#### ATTACHMENTS:

Mark-up page from current Special Assessment policy illustrating requested changes.  
Revised Special Assessment Policy.  
Memo of Explanation to City Manager.

**MEMOTO:** Jonathan Greene, City Manager

**FROM:** Jason Yoakam, City Assessor 

**DATE:** September 12, 2023

**SUBJECT:** Special Assessment Policy

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Manager Greene,

I would like to request your review of proposed changes to the Special Assessment Policy Resolution, the most recent version of which was passed by City Council on December 17, 2019. To present my case for policy change I will follow the Issue Reason Analysis and Conclusion (IRAC) method in hopes that my position is clearly conveyed. If any of the information presented needs further explanation please do not hesitate to contact me.

**Issue:** In my fifteen plus years with the City of Jackson I have watched, sometimes at my own hand, a policy evolve that has become ever more complicated and administratively cumbersome. The current policy takes a significant amount of staff time to prepare and is difficult to explain to those that have to pay it.

**Reason:** To have a policy that is rooted in the meaning of the term special assessment. For explanation of this reason we need look no further than *City Charter Section 15.1 (excerpt) ...The council shall so declare by resolution and shall provide that all special assessments levied shall be based upon or be in proportion to the benefits derived or to be derived*. This position of proportionality to benefit is the crux of all special assessments. Benefit, in the context of special assessments, means an increase in the market value of property. The Michigan Supreme Court explains: *"In order for an improvement to be considered to have conferred a special benefit, it must cause an increase in the market value of the land."* (*Ahern v Bloomfield Twp, 493*).

**Analysis:** Traditionally the thought of benefit has been placed in use. As I recall a discussion with the city engineer when I first proposed a policy change of this nature he questioned the functionality of the policy when considering the hospital and the power plant as examples of inequity that the proposed changes would create. I'm thankful for his constructive criticism as these issues cannot go unchecked or unchallenged. I know it is difficult to detach the use of a heavily trafficked property like the hospital from the idea of receiving a benefit from the road that its customer use, and indeed he is correct that the hospital does benefit from the road in greater proportion to the surrounding properties in regards to traffic. Traffic, however, is not how the Michigan Supreme Court has defined benefit and that is the paradigm shift that may be the most difficult to accept.

Current policy changes the amount to be specially assessed based on street classification, type of property, type of road, construction type, value of property, use of the property in conjunction with surrounding lots, irregular shaped lots, corner lots, type of development and size of assessment to calculate installments. Although each of the items I mentioned in the current policy have merit, the matter before council is simple; the assessment is

either deemed reasonably proportionate to benefit, or it is not. Building a policy based on the root of the meaning of a special assessment can yield a much simpler and easy to understand policy that, in the end, council must still decide is either deemed reasonably proportionate to benefit or it is not. Over the last three years the Assessor's office worked on 26 special assessment rolls for street construction and street lighting (2019 -2021), with over 1,250 hours dedicated to administering the current policy. This equals out to just over 48 hours of staff time per roll. The lion's share of time is spent verifying the front feet of ownership. As a single foot can equate to hundreds of dollars in someone's assessment, this is a critical step to get right.

I propose a per-unit method and here is why. The front foot method allocates a different value based on the amount of frontage. As assessments are reasonably proportionate to benefit, the front foot method allocates assessments with the idea that more road frontage confers a greater benefit, or increase in market value, to a property. Although this method may have application from a cost allocation perspective, it is a more challenging approach when increase in market value is the charge. Roads are used to gain access to property and in that there is a benefit, however, I do not see homeowners paying more for their home because it had "x" number of front feet on a particular road, or realtors listing residential properties boasting of the home's road frontage. In a per-unit method, allocation is divided among property owners. I propose this method as it is, in my opinion, a more true method to the root of what a special assessment is. The proposed policy changes also remove many other components in order to create an easy to understand and functional policy that will accomplish the same task with much greater efficiency.

Street classification is an engineering function based on traffic count and is currently used to create a percentage based grid to allocate costs labeled as "Specially Assessable Benefit". I propose a simpler concept that requires little explanation; "we'll split it with you." Easy to understand; the city will pick up half and half will be split between the property owners. The city would also pick up the extra for exempt or SEV capped parcels.

Also eliminated from this proposed policy is the integrated site section. A difficult to administer section that requires research to understand how different parcels may be used in conjunction with each other. For example, if I own a house and also own a separate but contiguous vacant lot, the portion of the special assessment not collected due to SEV cap from the vacant lot would be transferred to the house parcel to the extent that it too then becomes SEV capped. This section of the policy comes at an administrative expense that sees little to no change in special assessments.

The irregular shape of lots would no longer be a concern. On a per-unit basis you are either in the special assessment district or you are not. Current corner lot policy would see a change as well. Currently the longest side of a parcel gets a 33% reduction with the other side paying full rate. I propose changing this to a percent reduction based on number of streets where the property holds non frivolous frontage, with a denominator no greater than 4 (25% or 4 sides).

Lastly, this proposal reimagines the approach for non-residential properties. The current policy addresses this in bullet point 10 where, with the assistance of engineering staff, a Residential Equivalent Unit (REU) was developed that was used as a percentage of the front foot rate in conjunction with the minimum front foot allowed under zoning code 28-73 for single family dwellings (60 feet) to develop an amount to spread per unit of commercial multi-unit properties. To address these issues I have approached proportionality by looking at the per-unit rate as shares where each residential property is 1 share, multi-unit properties with more than 4 units is .5 shares per unit multiplied by the number of units, non-residential properties as 2 shares for properties up to two acres and properties greater than two acres will have shares equal to the acreage (5.26 acres = 5.26 shares). It is also my recommendation that we cap the contributory value of non-residential special assessment to \$30,000, twice the cap of residential.

The parts of the policy that remain unchanged include the categorizing of property as residential, non-residential and exempt. Also remaining is the 25% SEV cap and \$15,000 ceiling on residential property.

**Conclusion:** As mentioned, this is a paradigm shift in the way special assessments have traditionally been thought of in the city, however, I believe this policy is better seated in the intent of its purpose. I also believe that it empowers the city council to take more ownership as to the decision of being reasonably proportionate to the benefit derived, or to be derived, as the calculation is much easier to understand and explain.

I understand that special assessments are an important part of municipal finance, your concurrence, disagreement and constructive criticism are important for the policy making process and I welcome any feedback you have or may receive. I have attached a red-lined version of the current policy and a clean version of the proposed policy. Below you will find a brief analysis of the difference this policy would have made on previous rolls.

Street	Current Policy Special Assessment	Proposed Policy Special Assessment	Difference
Greenwood	\$276,842.29	\$306,388.96	\$29,546.67
Michigan	\$495,308.32	\$476,552.51	\$(18,755.81)
Kibby	\$67,868.11	\$82,030.86	\$14,162.75
Franklin	\$502,994.67	\$483,963.19	\$(19,031.48)
Crescent	\$193,736.80	\$172,414.44	\$(21,322.36)
Thompson	\$178,329.10	\$159,930.32	\$(18,398.78)

## RESOLUTION

### REVISED SPECIAL ASSESSMENT POLICY ~~SEPTEMBER 12, 2023~~

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#### BY THE CITY COUNCIL:

**WHEREAS**, the special assessment policy is in need of revision; and

**WHEREAS**, it has been determined that certain revisions should be made in this policy to streamline and clarify the policy; and

**WHEREAS**, it is recommended the policy be changed to reflect same;

**NOW, THEREFORE, BE IT RESOLVED** that the special assessment policy shall be revised to read as follows:

1. Special assessment calculations shall begin by computing assessment rates in accordance with the City's Special Assessment Ordinance, allocating costs for infrastructure improvements to all assessable property within a special assessment district.

~~2. Streets within the City of Jackson shall be classified as "local streets", except those street segments herein specifically listed as "principal arterial streets", "minor arterial streets", or "collector streets". A list of non-local streets and their classifications is provided as an attachment to this policy, see "Attachment A".~~

~~3. Alleys within the City of Jackson shall be as defined by applicable plats and/or surveys.~~

4.2. For the purpose of special assessments, properties shall be categorized as:

a. Non-Residential

b. Residential (parcels containing four dwelling units or less)

c. Exempt (parcels that are owned by a governmental unit or public school that chooses to opt out of paying a special assessment)

~~e.~~

5.—The Assessor shall then apportion those allocated costs between non-assessable general City benefit and specially assessable benefit as a 50% 50% split. in accordance with the following chart:

<del>Construction Type</del>	<del>Property Category</del>	<del>Street Classification</del>	<del>Non-Assessable</del>	<del>Specially Assessable Benefit</del>
<del>New</del>	<del>All</del>	<del>All</del>	<del>0%</del>	<del>100%</del>
<del>Street</del>	<del>Non-</del>	<del>All</del>	<del>40%</del>	<del>60%</del>
<del>Street</del>	<del>Residential</del>	<del>Principal</del>	<del>85%</del>	<del>15%</del>
<del>Street</del>	<del>Residential</del>	<del>Minor</del>	<del>75%</del>	<del>25%</del>
<del>Street</del>	<del>Residential</del>	<del>Collector</del>	<del>50%</del>	<del>50%</del>
<del>Street</del>	<del>Residential</del>	<del>Local</del>	<del>40%</del>	<del>60%</del>
<del>All</del>	<del>All</del>	<del>Alley</del>	<del>20%</del>	<del>80%</del>

3. ~~Special assessments for infrastructure improvements shall not exceed 12.525% of the true-estate equalized value of the assessed property. For residential property, no special assessment shall exceed \$ 15,000. For commercial non-residential properties, no special assessment shall exceed \$ 30,000.~~

6.4. ~~Assessments will be divided on a per unit basis. Each residential parcel shall be 1 unit, all other parcels within the district will be counted as two units for properties up to two acres and properties greater than two acres will have shares equal to their acreage with the exception of apartment complexes and condominiums. Apartment complexes and condominiums with more than 4 units shall be calculated as 0.5 units times the number of units.~~

7. ~~At locations where multiple parcels are used and operated as a single integrated site, front footage assessment rate shall be applied equally to all parcels that comprise that integrated site as a whole regardless of the values of each individual parcel contained therein.~~

~~An integrated site shall be defined as one or more parcels that are integral to their common use (i.e. a primary building or structure with associated secondary structures, driveways, parking lots, loading zones, storage facilities, lawns, landscaping, storm water management features or appurtenances). The front footage assessment rate for all parcels within the integrated site shall be equal to that of the most improved parcel therein.~~

~~A special assessment to an integrated site for infrastructure improvements shall not exceed 12.5% of the composite value of the parcels that comprise the integrated site.~~

8. ~~The front footage assessment rate for parcel(s) of irregular shape and/or size may be adjusted to place an equitable assessment that corresponds to the benefit realized from the infrastructure improvement.~~

9.5. ~~For residential properties with more than one, non-frivolous, street front the assessment shall be divisible by the number of street frontages, not to exceed 4. on corner lots, pursuant~~

~~ordinance Section 22-5, an adjustment will be applied to the frontage that is greater. The adjustment will be made as a factor of 0.67 to the frontage assessment rate. No adjustment will be applied to the lesser frontage.~~

- ~~10. The front footage assessment rate for parcel(s) that, due to its type of development and usage, realize a disproportionately greater benefit from an infrastructure improvement beyond that of the others included on the special assessment roll shall be adjusted correspondingly.~~

11.6. Special assessment rolls shall be prepared by the Assessor as follow:

a. Infrastructure Improvement Assessments: shall be spread over 10 years.

~~Assessments for infrastructure improvements of \$500 or less shall be paid in a single installment. Assessments for infrastructure improvements that exceed \$500 may be made in installments. The number of installments produced by the largest assessment according to the schedule below shall be applied to all properties with assessments in excess of \$500 on a given roll.~~

Assessments Between	Number of Installments
\$501 to \$1,000	2
\$1,001 to \$1,500	3
\$1,501 to \$2,000	4
\$2,001 to \$2,500	5
\$2,501 to \$3,000	6
\$3,001 to \$3,500	7
\$3,501 to \$4,000	8
\$4,001 to \$4,500	9
\$4,501 and above	10

b. Meterless Parking Assessments:

Assessments for Meterless parking shall be made annually. This assessment may be paid in installments at the discretion of City Council.~~the Assessor.~~

~~c. Delinquent Special Assessments:~~

~~Assessments for delinquent accounts receivable shall be paid within two installments.~~

12.7. This resolution shall apply to special assessment rolls that are confirmed after the date of adoption of the resolution.

\* \* \* \* \*

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 ~~December 17, 2019~~. September 12, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on the 13<sup>th</sup> day of September 2023.

---

~~Derek Dobies~~, Mayor  
Daniel Mahoney

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Andrea Muray, City Clerk

## ATTACHMENT A

### PRINCIPAL ARTERIAL STREETS (9000+ ADT)

~~Brown Street, from Daniel Road to Morrell Street~~  
~~Cooper Street, from South Street to north City Limits~~  
~~Daniel Road, from Brown Street to Wildwood Avenue~~  
~~Fourth Street, from Horton Road to Greenwood Avenue~~  
~~Ganson Street, from west City Limits to Elm Avenue~~  
~~Kibby Road, from Denton Road to the City Limits~~  
~~Louis Glick Highway, from E. Michigan Avenue to W. Michigan Avenue~~  
~~Lansing Avenue, from the City Limits to Steward Avenue~~  
~~Michigan Avenue, from Brown Street to Wildwood Avenue~~  
~~Michigan Avenue, from Cooper Street to the east City Limits~~  
~~Morrell Street, from Brown Street to West Avenue~~  
~~Page Avenue, from Elm Avenue to the east City Limits~~  
~~Washington Avenue, from First Street to Cooper Street~~  
~~West Avenue, from the north City Limits to Kibby Road~~  
~~Wildwood Avenue, from Daniel Road to Wisner Street~~  
~~Wildwood Avenue, from Michigan Avenue to First Street~~  
~~Wisner Street, from Boardman Road to Wildwood Avenue~~

### MINOR ARTERIAL STREETS (4500-9000 ADT)

~~Argyle Street, from Brown Street to West Avenue~~  
~~Blackstone Street, from Washington Avenue to Lansing Avenue~~  
~~Brown Street, from Morrell Street to Denton Road~~  
~~Denton Road, from Brown Street to Kibby Road~~  
~~Elm Avenue, from High Street to the north City Limits~~  
~~First Street, from Greenwood Avenue to Morrell Street~~  
~~Francis Street, from South Street to Cooper Street~~  
~~Ganson Street, from Elm Avenue to east City Limits~~  
~~Greenwood Avenue, from Fourth Street to Wilkins Street~~  
~~High Street, from Randolph Street to South Street~~  
~~Horton Road, from Fourth Street to Park Road~~  
~~Jackson Street, from Wilkins Street to Ganson Street~~  
~~Kibby Road, from West Avenue to Denton Road~~  
~~Lansing Avenue, from Steward Avenue to Blackstone Street~~  
~~Monroe Street, from Wisner Street to West Avenue~~  
~~Morrell Street, from West Avenue to Elm Avenue~~  
~~North Street, from Wisner Street to Elm Avenue~~  
~~Page Avenue, from East Michigan Avenue to Elm Avenue~~  
~~Prospect Street, from Fourth Street to Cooper Street~~  
~~South Street, from Cooper Street to Losey Street~~  
~~Steward Avenue, from Lansing Avenue to Wildwood Avenue~~

~~Stonewall Road, from Horton Road to Park Road~~  
~~Waterloo Avenue, from Michigan Avenue to Ganson Street~~  
~~West Avenue, from Kibby Road to Fourth Street~~

**MINOR ARTERIAL STREETS (4500-9000 ADT) continued**

~~Wildwood Avenue, from west City Limits to Daniel Road  
Wildwood Avenue, from Wisner Street to Michigan Avenue  
Wilkins Street, from Greenwood Avenue to Jackson Street  
Wisner Street, from Michigan Avenue to Wildwood Avenue~~

**COLLECTORS (1100-4500 ADT)**

~~Blackstone Street, from Lansing Avenue to Monroe Street  
Blackstone Street, from Morrell Street to Washington Avenue  
Clinton Road, from Monroe Street to Lansing Avenue  
Cortland Street, from First Street to Francis Street  
East Avenue, from Washington Avenue to Michigan Avenue  
Elmdale Drive, from Hickory Street to S. Jackson Street  
First Street, from Morrell Street to Wildwood Avenue  
First Street, from Prospect Street to Greenwood Avenue  
Fourth Street, from Greenwood Avenue to W. Michigan Avenue  
Franklin Street, from Brown Street to Cooper Street  
Gorham Street, from Page Avenue to Ganson Street  
Griswold Street, from West Avenue to Fourth Street  
Hickory Street (Ella Sharp Park), from Fourth Street to Elmdale Drive  
High Street, from Wisner Street to Randolph Street  
Jackson Street, from Elmdale Drive to Wilkins Street  
Linden Avenue, from Fourth Street to Prospect Street  
Losey Street, from South Street to High Street  
Mechanic Street, from Morrell Street to Ganson Street  
Michigan Avenue, from Steward Avenue to Francis Street  
Monroe Street, from West Avenue to Cooper Street  
North Street, from Brown Street to Wisner Street  
Pearl Street, from N. Francis Street to Waterloo Avenue  
Pearl Street, from Louis Glick Highway to Mechanic Street  
Plymouth Street, from Waterloo Avenue to Page Avenue  
Porter Street, from Cooper Street to Waterloo Avenue  
Randolph Street, from Brown Street to High Street  
Trail Street, from Mechanic Street to Cooper Street  
Trail Street, from Steward Avenue to Jackson Street  
Washington Avenue, from Brown Street to First Street  
Washington Avenue, from Cooper Street to Elm Avenue  
Waterloo Avenue, from Ganson Street to Porter Street  
Waterloo Avenue, from Plymouth Street to Michigan Avenue  
Wisner Street, from High Street to Michigan Avenue  
Woodbridge Street, from Prospect Street to Greenwood Avenue~~

**RESOLUTION**  
**REVISED SPECIAL ASSESSMENT POLICY**

**BY THE CITY COUNCIL:**

**WHEREAS**, the special assessment policy is in need of revision; and

**WHEREAS**, it has been determined that certain revisions should be made in this policy to streamline and clarify the policy; and

**WHEREAS**, it is recommended the policy be changed to reflect same;

**NOW, THEREFORE, BE IT RESOLVED** that the special assessment policy shall be revised to read as follows:

1. Special assessment calculations shall begin by computing assessment rates in accordance with the City's Special Assessment Ordinance, allocating costs for infrastructure improvements to all assessable property within a special assessment district.
2. For the purpose of special assessments, properties shall be categorized as:
  - a. Non-Residential
  - b. Residential (parcels containing four dwelling units or less)
  - c. Exempt (parcels that are owned by a governmental unit or public school that chooses to opt out of paying a special assessment)

The Assessor shall then apportion those allocated costs between non-assessable general City benefit and specially assessable benefit as a 50% 50% split.

3. Special assessments for infrastructure improvements shall not exceed 25% of the state equalized value of the assessed property. For residential property, no special assessment shall exceed \$15,000. For non-residential properties, no special assessment shall exceed \$30,000.
4. Assessments will be divided on a per unit basis. Each residential parcel shall be 1 unit, all other parcels within the district will be counted as two units for properties up to two acres and properties greater than two acres will have shares equal to their acreage with the exception of apartment complexes and condominiums. Apartment complexes and condominiums with more than 4 units shall be calculated as 0.5 units times the number of units.
5. For residential properties with more than one non-frivolous street front, the assessment shall be divisible by the number of street fronts, not to exceed 4.

- 6. Special assessment rolls shall be prepared by the Assessor as follows:
  - a. Infrastructure Improvement Assessments shall be spread over 10 years.
  - b. Meterless Parking Assessments:

Assessments for Meterless parking shall be made annually. This assessment may be paid in installments at the discretion of City Council.

- 7. This Resolution shall apply to special assessment rolls that are confirmed after the date of adoption of the resolution.

\* \* \* \* \*

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 September 12, 2023.

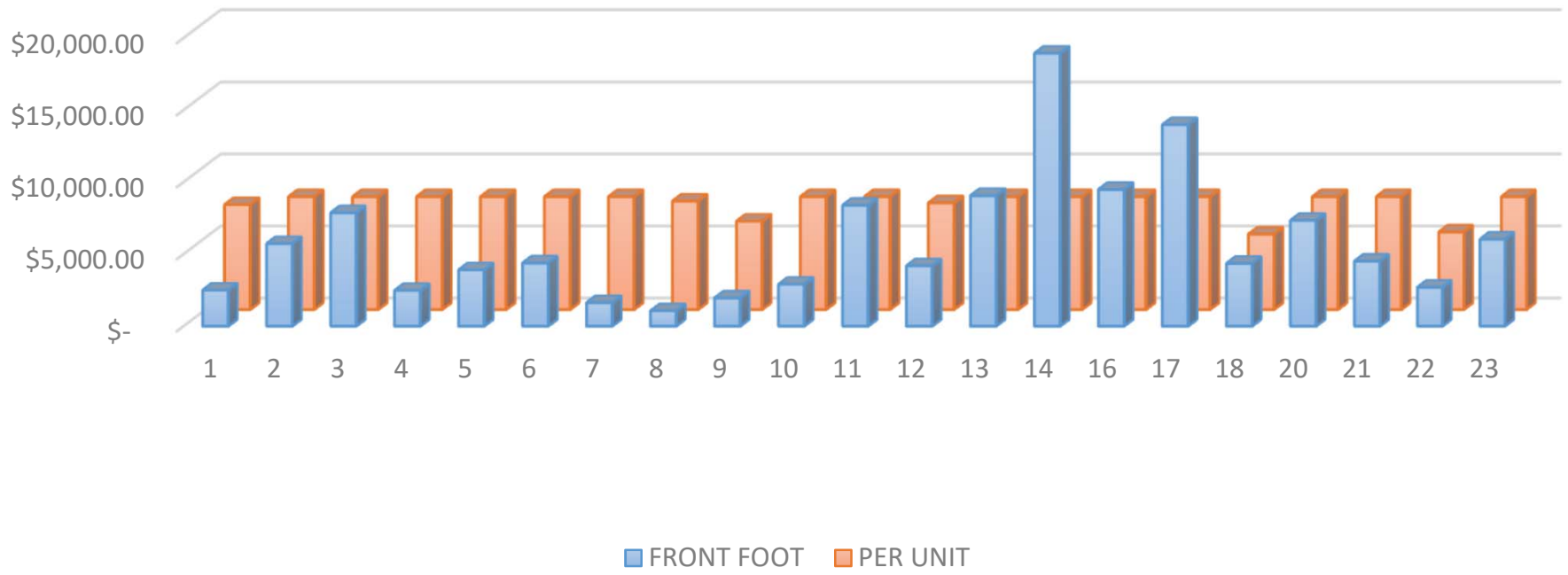
IN WITNESS WHEREOF, I have hereunto  
affixed my signature and the seal of the  
City of Jackson, Michigan, on the 22<sup>nd</sup> day  
of September 13, 2023.

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

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

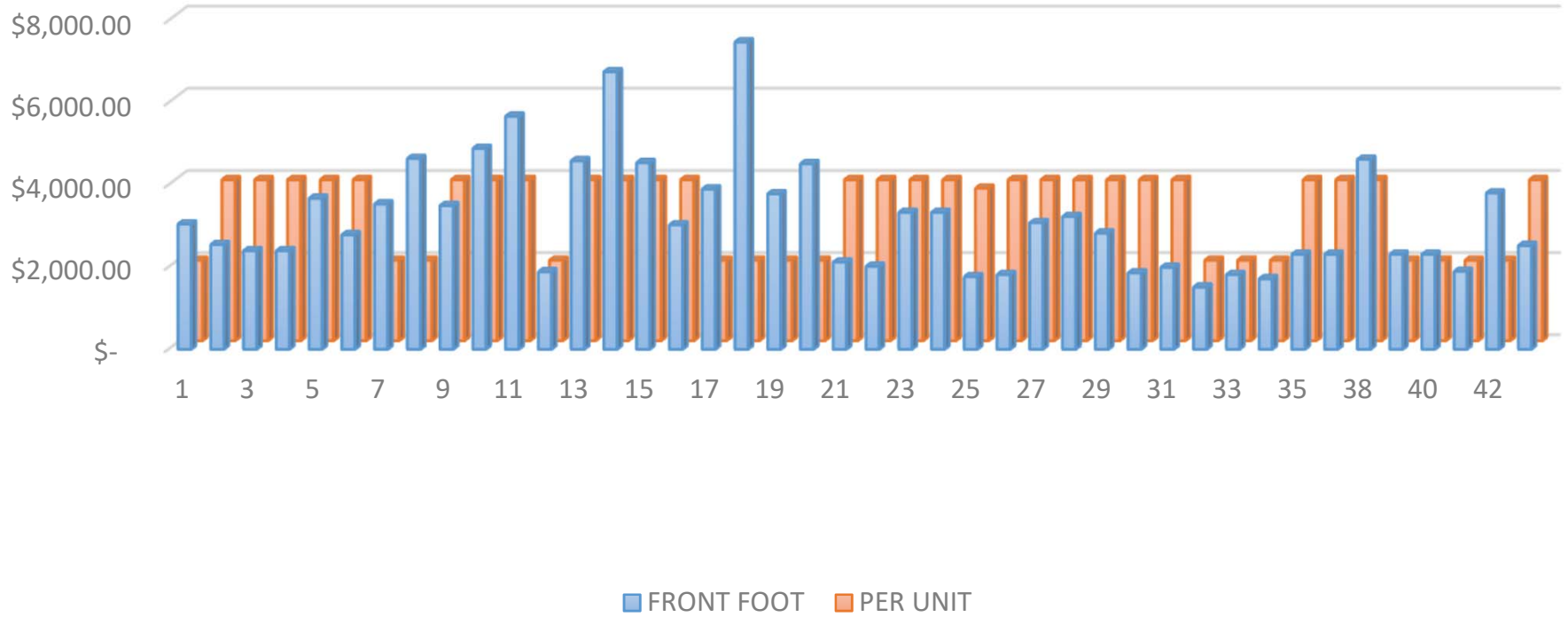
# Project A Non -Residential

(Total assessments would have collected 18,000 more)

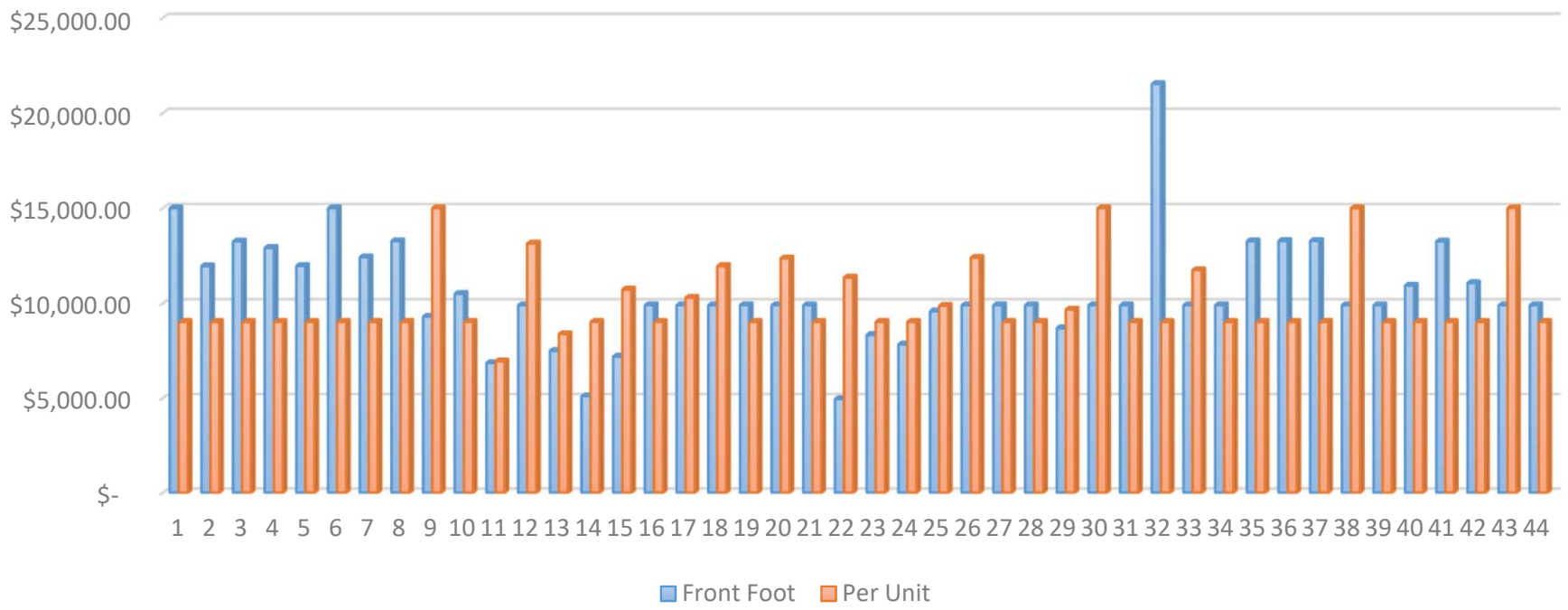


## Project A Residential

(Total assessments would have collected 18,000 more)

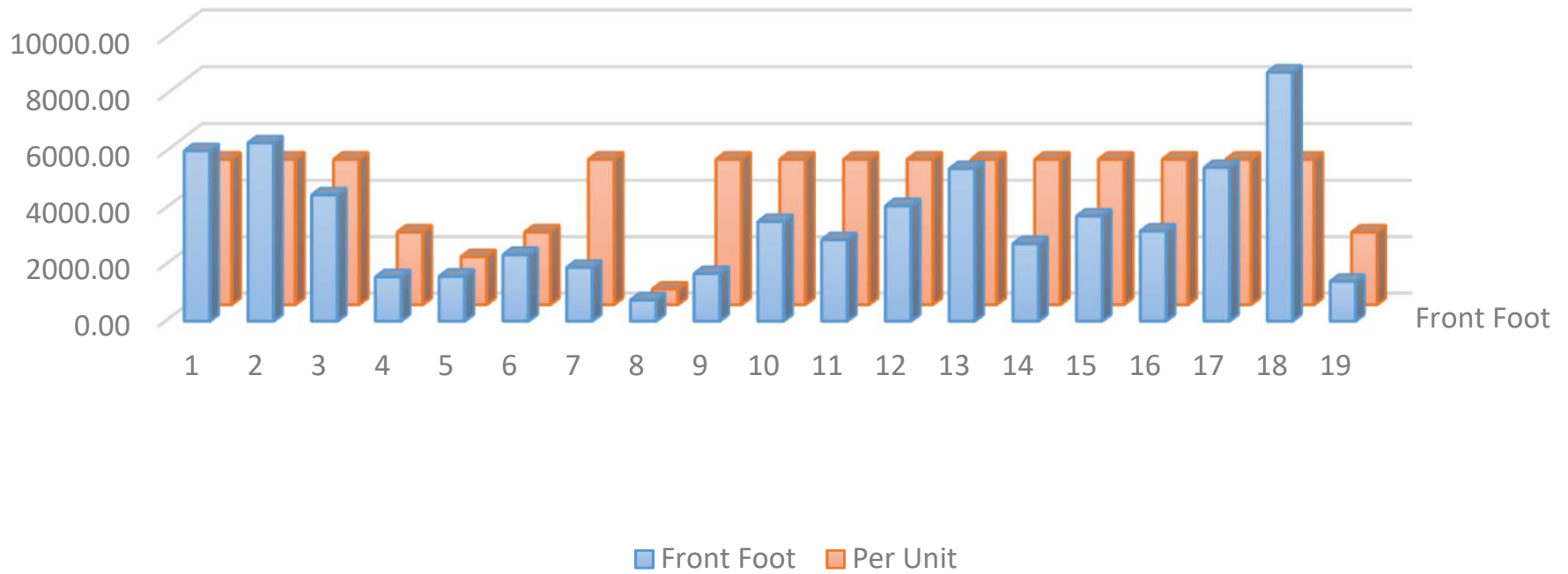


### Project B Residential (Total assessments would have collected 20,000 less)



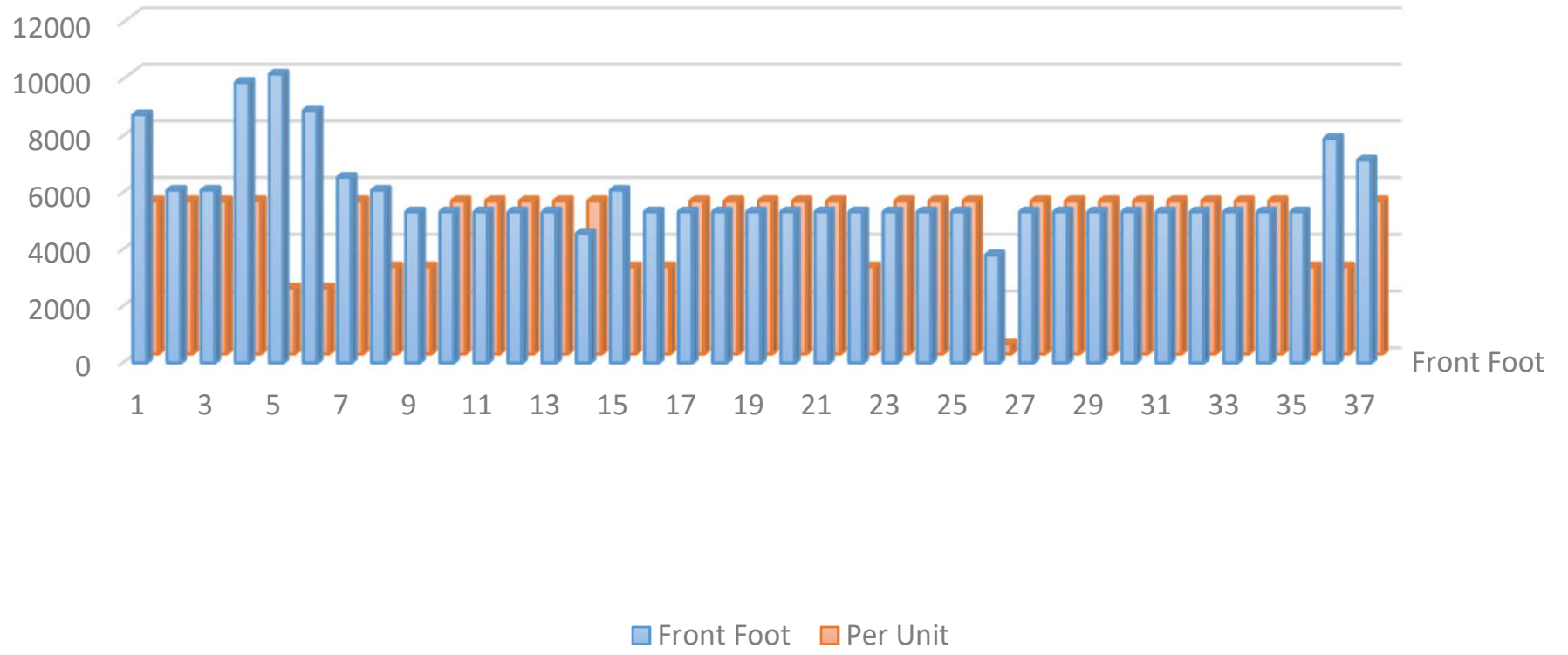
# Project C

Total assessments would have collected 14,000 more



## Project E Residential

(Total assessments collected would be 18,000 less)



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** September 12, 2023  
**SUBJECT:** Receipt of Letter of Resignation – Councilmember Karen Bunnell

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**Recommendation:**

**Accept and place on file a letter of resignation from 5<sup>th</sup> Ward Councilmember Karen Bunnell**

Attached is a letter of resignation, effective September 30, 2023, from the City Council submitted to the Clerk's Office by 5<sup>th</sup> Ward Councilmember Karen Bunnell.

Karen Bunnell  
223 W Washington Ave, Apt E  
Jackson, MI 49201

City of Jackson  
161 W Michigan Ave  
Jackson, MI 49201

August 17, 2023

To whom it may concern,

Please accept this letter as a formal notice of my resignation from my position as City Councilmember for the Fifth Ward of the City of Jackson as I will be moving out of the city. My last working day will be September 30, 2023. It is my intention to complete all of the duties scheduled for me during this period.

I would like to use this opportunity to thank you for the mentorship and support you have provided me while serving here at the City of Jackson. It has been a pleasure working with all of you. I wish you and the city continued success.

Respectfully,

A handwritten signature in cursive script, appearing to read "Karen Bunnell".

Karen Bunnell

# ENVIRONMENTAL COMMISSION 05-17-23 MEETING

## MINUTES (APPROVED 08-16-23)

### PAGE 1 OF 4

Date: Wednesday, May 17, 2023

Time: 6:00 pm

Place: Conference Room on 10<sup>th</sup> floor of City Hall, 161 W Michigan Avenue, Jackson, Michigan

*I. Call to Order Chairperson Kazmier called the meeting to order at 6:02 pm.*

#### **II. Roll Call**

**Present:** *Commissioner Jane Flores  
Commissioner Kelsey Heck Wood  
Commissioner Jacob Inosencio  
Commissioner Kelli Kazmier (Chair)  
Commissioner Conner Wood*

**Absent:** *Commissioner Will Forgrave (Sixth Ward Councilmember)  
Commissioner Kevin Lund*

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

**Also Present:** *John Haynes, Dahlem Conservancy  
Kim Haynes, Dahlem Conservancy  
Andrew Johnson (appointed to Commission for a term to commence 06-01-23)  
Hannah Schauer, Dahlem Conservancy*

#### **III. Adoption of the Agenda**

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

#### **IV. Approval of 04-19-23 meeting minutes**

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

#### **V. New Business**

*None.*

## **VI. Old Business**

### *a) Mayor's Request for Development of a Sustainability Plan*

*Commissioner Inosencio reported that he, Commissioner Flores, the Mayor and Jessica Henry of the Mayor's office met to discuss and clarify the Mayor's request – is the Mayor looking to replace the current Environmental Action Plan (EAP), supplement it or revise and evolve it? It was determined that the EAP needs to be revised to more fully address current priorities.*

*Commissioner Inosencio reported that the next step will be a follow up meeting to determine the framework for the revision of the EAP. Once the framework is established, it will be brought for review and approval by the Environmental Commission. Once the framework is approved, work on revisions of the text will commence.*

*Commissioner Kazmier reported that she had communicated with the City Manager. She learned that the City is preparing a grant application for an urban forestry initiative that would include a forestry consultant.*

*Commissioner Inosencio reported that setting one, three and five year goals in the EAP was part of the conversation with the Mayor.*

*Commissioner Kazmier reported that she requested in her communication with the City Manager that vacant city-owned lots be identified for potential use for pollinator gardens. City staff will review and sort lots over the summer.*

*Commissioner Kazmier reported that she also discussed sustainable procurement with the City Manager. She suggested that a sustainable procurement initiative could provide a framework for choices and decision that will have a long-term impact. The City Manager is currently gathering info.*

## **VII. 2023 Priority Issues**

### *a) Urban Forestry*

*No discussion.*

### *b) Land Use and Pollinators*

*Mr. Haynes related that there is a 34 acre pollinator meadow at the Dahlem property and that a grant has been secured to plant another 34 acres of the same.*

*Mr. Haynes related that Dahlem supports No Mow May, that No Mow May is a step towards the Bee City USA designation and it helps brand the city as environmentally friendly.*

*Mr. Haynes related that it will require action by city leadership to obtain the Bee City USA designation - a resolution of support from City Council, the establishment of a committee (the Environmental Committee potentially) and a designated department to implement and report on pollinator-conscious practices and plans.*

*Mr. Haynes related that the Bee City USA designation will require a reduction in pesticide use.*

*Mr. Haynes suggested that the Dahlem Conservancy could partner with the City to fulfill the education requirement of the Bee City USA designation. Dahlem's Birds, Bee and Butterflies event is an opportunity to educate the public about pollinators. This year's event will be on August twelfth.*

*Commissioner Kazmier suggested a partnership that includes the library to do a story walk around pollinators.*

*Commissioner Inosencio suggested the gardens at the King Center as a venue for a story walk.*

*Commissioner Kazmier reported that she discussed the Tree City USA designation with the City Manager. She reported that he is amenable to assigning staff to the effort.*

*Commissioner Inosencio suggested that when rewriting the City's tree code, a directive for the Commission to pursue the Tree City USA and Bee City USA designations be included.*

*Commissioner Inosencio suggested that the ordinance that established the Environmental Commission be revisited to update the directives to the Commission.*

*Kelli stated that the Commission is an advisory body of volunteers that has been productive lately but has not always been so productive. A divided board might struggle with more ambitious directives.*

*Mr. Haynes suggested that a resolution by City Council would be an opportunity for Council to approve Commission recommendations. He stated that the goal is to create pollinator crop volume and that certain trees provide a disproportionately large amount of pollinator forage volume compared to wildflower acreage.*

*Commissioner Kazmier suggested that goals set as part of the Bee City USA designation would be something to work towards and that it would be useful to consult with an expert in determining goals and actions to meet those goals.*

*Mr. Haynes suggested that local USDA staff could be a resource.*

*Commissioner Inosencio stated that there is currently a process underway for the DPW to use vacant lots for nurseries to grow trees. If those trees can be flowering trees, that would be a good thing.*

*Mr. Johnson inquired about the visual for a pollinator garden on a vacant lot within a neighborhood. Mr. Haynes replied that it would look like a meadow. Mr. Johnson asked if the sidewalk and parkway would stay open. Mr. Haynes replied in the affirmative. Mr. Haynes stated that each garden could be maintained at the level that best suits the area – some may need to be kept tidy and mowed down on occasion and other allowed to grow taller.*

*Commissioner Kazmier suggested that pollinator gardens are not a large investment so there can be experimentation and expansion over time.*

*c) Energy Efficiency and Inventory*

*None.*

### **VIII. Citizen Comments**

*Peter Bormuth of 142 W Pearl Street spoke regarding 1) support for the inclusion of flowering trees in planning, 2) support for more cooperation and cooperation between the City and County regarding the County's Sparks Park and Keely Park which are located within the City, 3) rule changes at the state level to allow property owners to kill animals, particularly beavers, on their property and the negative impact this will have on wetlands and 4) changes to the mining permitting process to move authority from local agencies to EGLE.*

### **IX. Commissioner Comments**

*Commissioner Wood stated that he will share land use reform proposals at the next meeting.*

### **X. Next Meeting – Wednesday, 06-21-23 at 6:00pm**

### **XI. Adjournment**

*Motion made by Commissioner Wood and seconded by Commissioner Inosencio to adjourn approved unanimously. Meeting ended at 6:46 pm.*

**ENVIRONMENTAL COMMISSION 06-21-23 MEETING**

**MINUTES (APPROVED 08-16-23)**

**PAGE 1 OF 1**

*The Environmental Commission meeting scheduled for 6:00 pm on Wednesday, June 21, 2023 was cancelled due to a lack of quorum.*



## CITY COUNCIL MEETING MINUTES

### CALL TO ORDER:

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

### PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Forth Ward Councilmember Laura Dwyer Schlecte.

### ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor/First Ward Councilmember Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, 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, Director of Police and Fire Services Elmer Hitt, Director of Community Development Shane LaPorte, and City Engineer Jon Dowling.

### ADOPTION OF AGENDA:

Motion was made by Councilmember Gunn, seconded by Councilmember Forgrave to adopt the agenda.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to add items 10.1 Special Assessment Policy, and 9.13 Charitable Gaming License - Jackson County Historical Society. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Vote was taken on the adoption of the agenda as amended. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**PRESENTATIONS/PROCLAMATIONS:**

Sheriff Schuette provided Council with an update on the sheriff's office.

**PUBLIC HEARINGS:**

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to suspend the regular meeting and open the Board of Review. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**6.1 Special Assessment Roll No. 3447- North Street, West Avenue to Wisner**

Motion was made by Councilmember Bunnell, seconded by Vice Mayor Robinson to open the public hearing on Special Assessment Roll No. 3447. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

A letter of opposition from Keith Wirth (841 Hibbard) was read into the record.

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

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to approve the resolution confirming Special Assessment Roll No. 3447 for pavement replacement on North Street, from West Avenue to Wisner. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**6.2 Special Assessment Roll No. 3439 - Williams Street, Biddle to Wilkins**

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to open the public hearing on Special Assessment Roll No. 3439 - Williams Street, Biddle to Wilkins. Vote was done by voice with all in favor.

Subrina Aiken (127 W. Wilkins) spoke in opposition of the project.

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

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to not approve the resolution. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: Councilmember Forgrave (1). Motion carried.

### **6.3 Special Assessment Roll No. 3436 - McBride, Fourth to First Street**

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

A petition in opposition of the project was filed with the City Clerk signed by over 50% of the owners in the special assessment district.

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

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to decline the special assessment. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

### **6.4 Special Assessment Roll No. 3435 - Grinnell, Norfolk to Wildwood**

Motion was made by Councilmember Gunn, seconded by Councilmember Schlecte to open the public hearing on Special Assessment Roll No. 3435 - Grinnell, Norfolk to Wildwood. Vote was done by voice with all in favor.

LeeAnn Robinson (815 Wildwood), Kristie Maynard (225 N. Grinnell), Millmac Properties (206 N Grinnell) sent in correspondence in opposition to the project. Joe Larson (214 N. Grinnell) spoke in opposition to the project.

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

Motion was made by Councilmember Forgrave to postpone the confirmation of the resolution until the next meeting. Motion died from lack of support.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to not approve the assessment. Vote - Yeas: Mayor Mahoney, Vice

Mayor Robinson, Councilmembers Gunn, Schlecte, and Bunnell (5). Nays: Councilmembers Dancy and Forgrave (2). Motion carried.

#### **6.5 Special Assessment Roll No. 3431 - Dwight Street, Chapin to Tyson**

Motion was made by Councilmember Bunnell, seconded by Vice Mayor Robinson to open the public hearing on Special Assessment Roll No. 3431 – Dwight Street, Chapin to Tyson. Vote was done by voice with all in favor.

Kenneth Skolnik (2102 Chapin & S Dwight St) and Nathan Timperley (2103 Tyson) sent in correspondence in opposition to the project.

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the resolution confirming Special Assessment Roll No. 3431. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: Mayor Mahoney (1). Motion carried.

#### **6.6 Special Assessment Roll No. 3430 - Deyo Street, from Elm to Gorham**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to open the public hearing on Special Assessment Roll No. 3430 – Deyo Street, from Elm to Gorham. Vote was done by voice with all in favor.

Cathline Ride (401 S Elm) sent in correspondence in protest of the special assessment. Elizabeth Parker (1806 Deyo), Eric Soderbeck (502 S Gorham), and Christopher Guajardo (1606 Deyo) spoke in protest of the special assessment.

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

Motion was made by Councilmember Schlecte to postpone until the first meeting in September. Motion died from lack of support.

Motion was made by Councilmember Forgrave, seconded by Councilmember Dancy to approve Special Assessment Roll No. 3430. Vote - Yeas: Vice Mayor Robinson, Councilmembers Bunnell, and Forgrave (3). Nays: Mayor Mahoney, Councilmembers Dancy, Gunn, and Schlecte (4). Motion failed.

**6.7 Special Assessment Roll No. 3429 Burr Street, State to Waterloo**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to open the public hearing on Special Assessment Roll No. 3429 – Burr Street, State to Waterloo. Vote was done by voice with all in favor.

Pamela Kelly (909 Burr) sent in correspondence in protest of the assessment.

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve the resolution confirming Special Assessment Roll No. 3429. Vote - Yeas: Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (5). Nays: Mayor Mahoney and Councilmember Dancy (2). Motion carried.

**6.8 Special Assessment Roll No. 3427 - Biddle Street, Greenwood to Williams**

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to open the public hearing on Special Assessment Roll No. 3427 – Biddle Street, Greenwood to Williams. Vote was done by voice with all in favor.

No correspondence was submitted or comments were made during the public hearing.

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the resolution confirming Special Assessment Roll No. 3427. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: Mayor Mahoney (1). Motion carried.

**6.9 Special Assessment Roll No. 3428 - Burr Street, Cooper to State.**

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to open the public hearing on Special Assessment Roll No. 3428 – Burr Street, Cooper to State. Vote was done by voice with all in favor.

A petition in opposition of the project was filed with the City Clerk signed by over 50% of the owners in the special assessment district.

Maria Santana (702 Burr) and Cheryl Burdick (606 Burr) spoke in opposition to the special assessment.

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

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to turn down the assessment. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Gunn, seconded by Vice Mayor Robinson to adjourn as a Board of Review and reconvene as City Council. Vote was done by voice with all in favor.

**CITIZEN COMMENTS:**

Citizen comments were heard and the meeting continued.

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

**8.1 City of Jackson, Michigan Financial Statements as of and for the Twelve Months Ended June 30, 2023**

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to accept and place on file the City of Jackson, Michigan Financial Statements as of and for the twelve months ended June 30, 2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**CONSENT CALENDAR:**

**9.1 Minutes of the Regular Meeting of**

*Approve the minutes of the regular meeting of the July 11, 2023 regular meeting of the Jackson City Council*

**9.2 Recognition of Jackson Pride Center as a non-profit organization**

*Approve a resolution recognizing Jackson Pride Center as a non-profit organization for the purposes of obtaining a charitable gaming license through the State of Michigan.*

**9.3 Accept with regret, the resignation of Latrivia Guinn from the Human Relations Commission**

- 9.4 Appointment to the Human Relations Commission**  
*Approval of the Mayor's recommendation to appoint Barbara Holt a to the Human Relations Commission, for a term of three years, beginning immediately and ending on December 31, 2026*
- 9.5 Appointment to the Human Relations Commission**  
*Approval of the Mayor's recommendation to appoint Bikash Jha to the Human Relations Commission, for a term of three years, beginning immediately and ending on December 31, 2026*
- 9.6 Reappointments to the Downtown Development Authority**  
*Approval of the Mayor's recommendation to reappoint Kelly Sharrer, Jason Butterfield and Ted Christoff to the Downtown Development Authority, each for a four-year term, beginning immediately and ending on March 31, 2027*
- 9.7 Special Event Application: Fall Fest & Chili Classic**  
*Approve a request from the Downtown Development Authority and McKibbin Media to host the Fall Fest & Chili Classic on September 30, 2023, in downtown Jackson.*
- 9.8 Special Event Application: Grand River Environmental Action Team Grand River Cleanup**  
*Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 9, 2023, in the Grand River and R.A. Greene Park.*
- 9.9 Special Event Application: Loomis Park Community**  
*Approve a request from the Nation Outside with Safe & Just Michigan to host their Loomis Park Community on August 18, 2023, at Loomis Park in the City of Jackson.*
- 9.10 Special Event Application: Public Rosary**  
*Approve a request from Queen of the Miraculous Medal Church to host their Public Rosary on October 8, 2023, in Horace Blackman Park and the True Community Credit Union City Square.*
- 9.11 Special Event Application: Beats in the Park**  
*Approve a request from Double Crossed Media, LLC to host Beats in the Park on Saturday, September 23, 2023, in Horace Blackman, Bucky Harris Parks, Grand River Pavilion, and the streets of downtown Jackson.*
- 9.12 Special Event Application: Henry Ford Allegiance Health "Race to Health"**  
*Approve a request from Henry Ford Allegiance Health to host their Race to Health on October 14, 2023, in/around the Sparks Foundation ("Cascades") Park.*

### 9.13 Charitable Gaming License - Jackson County Historical Society

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the consent calendar. Councilmember Forgrave requested item 9.11 be removed for separate consideration. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve (for discussion) the special events application for Beats in the Park. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

### OTHER BUSINESS:

#### 10.1 Special Assessment Policy

Motion was made by Councilmember Schlecte, seconded for discussion by Councilmember Dancy to adopt the recommendation of the special assessment policy presented by Jason Yoakam with the exception that item number 3 not exceed 12.5% of the State Equalized Value.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to postpone the item until the next meeting. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

### NEW BUSINESS:

#### 11.1 Resolution for approval of a contract with the Michigan Department of Transportation for work on North Street from Wisner Street to West Avenue.

**Recommendation:** *Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for North Street from Wisner Street to West Avenue, and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve a resolution of a contract with the Michigan Department of Transportation for work on North Street from Wisner Street to West Avenue. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.2 Approve a Revocable License for Flock Safety for Gunshot Audio Detection Devices on Public Streets**

**Recommendation:** *Approve a Revocable License for Flock Safety for the installation of pole-mounted solarpowered gunshot audio detection devices within the public street rights-of-way within an area bound by Franklin Street, South Cooper Street, Prospect Street and Fourth Street and authorize the Mayor and City Clerk to execute the appropriate document(s).*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve a revocable license for Flock Safety for Gunshot Audio Detection Devices on public streets. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.3 Contract Award for the MLK Corridor Reimagined Engineering**

**Recommendation:** *Approve the award for the MLK Corridor Reimagined Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$ 1,069,099.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the contract award for the MLK Corridor Reimagined Engineering. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.4 Change Order 1 to the 2022 Pavement Marking contract with PK Contracting, Inc.**

**Recommendation:** *Approve Change Order 1 to the 2022 Pavement Marking contract with PK Contracting of Troy, Michigan in the amount of \$107,882.50 for street pavement markings and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve Change Order1 to the 2022 Pavement Marking Contract with PK Contracting, Inc. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.5 Change Order 1 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc.**

**Recommendation:** *Approve Change Order 1 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$39,923.75 for asphalt pavement patching to City of Jackson Parking Lot #21 located on Blackstone Street between W. Michigan Avenue and Pearl Street and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve Change Order 1 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$39,923.75 for asphalt pavement patching to City of Jackson Parking Lot #21 located on Blackstone Street between W. Michigan Avenue and Pearl Street. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: Councilmember Forgrave (1). Motion carried.

**11.6 Change Order 2 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc.**

**Recommendation:** *Approve Change Order 2 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$86,577.36 for the repair of a collapsed sanitary sewer and manhole located on Page Avenue at the intersection of Elm Avenue and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Gunn, seconded by Councilmember Schlecte to approve Change Order 2 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of \$86,577.36 for the repair of a collapsed sanitary sewer and manhole located on Page Avenue at the intersection of Elm Avenue and authorize the City Manager and City Engineer to execute the appropriate document. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, and Bunnell (7). Nays: Councilmembers Dancy and Forgrave (2). Motion carried.

**11.7 Approve a Revocable License for an Illuminated Awning for RJ'S Metropolitan Ice Cream at 135 E. Michigan Avenue.**

**Recommendation:** *Approve a Revocable License for RJ'S Metropolitan Ice Cream for the installation of an illuminated awning within the Michigan Avenue public right-of-way at 135 E. Michigan Avenue and authorize the Mayor and City Clerk to execute the appropriate document(s).*

Motion was made by Councilmember Gunn, seconded by Vice Mayor Robinson to approve a revocable license for an illuminated awning for RJ'S Metropolitan Ice Cream at 135 E. Michigan Avenue.

Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlechte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.8 Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc.**

**Recommendation:** *Approval of Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$704,785, and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlechte to approve Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$704,785. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlechte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.9 Sale of City owned vacant property and approval of development agreement.**

**Recommendation:** *Approve the Sale of City owned property located at 209 N Blackstone Street, PIN # 1-0102.1000 and the Southwest portion of City owned property located at 221 W. Louis Glick Hwy, PIN # 1-0090.1000 (132 ft x 132ft approximately), to Pivotal GP Holing LLC for the sale price of Four Hundred Thousand Dollars (\$400,000). And approve the Development Agreement between the City of Jackson and The Blackstone Limited Dividend Housing Association LLC. Allow the City Manager and City Attorney to make minor modification to the Purchase Agreement and Development Agreement.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Dancy to approve the sale of City owned vacant property and approval of development agreement. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlechte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.10 Budget Amendment to allocate funds to the Building Demolition Fund**

**Recommendation:** *Approve a budget amendment from budget year 2023/2024 to reallocate \$193,402 from the General Fund to the Building Demolition Fund.*

Motion was made by Councilmember Schlechte, seconded by Councilmember Gunn to approve a budget amendment from budget year 2023/2024 to reallocate \$193,402 from the General Fund to the Building Demolition Fund. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlechte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.11 Approve revised Program Guidelines for the 100 Homes Program**

**Recommendation:** *Approve the revised Program Guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.*

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave to approve the revised program guideline for the 100 Homes Program.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to send the issue back to the Affordable Housing Commission. Vote - Yeas: Councilmembers Gunn, Schlecte (2). Nays: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Bunnell, and Forgrave (5). Motion failed.

Vote was taken on the main motion. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Bunnell, and Forgrave (5). Nays: Councilmembers Gunn, Schlecte (2). Motion carried.

*Motion was made by Mayor Mahoney, seconded by Councilmember Forgrave to take a 5 minute recess. Vote was done by voice with all in favor.*

*Motion was made by Councilmember Gunn, seconded by Councilmember Dancy to return from recess. Vote was done by voice with all in favor.*

**11.12 Approve Development Agreements and Lot Purchase Agreement for the 100 Homes Program**

**Recommendation:** *Approve the Development Agreements and Lot Purchase Agreement for the 100 Homes Program; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of 100 Homes Program eligible lots to the recommended developers; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to approve the development agreements and lot purchase agreement for the 100 Homes Program.

Councilmember Schlecte asked to separate the question.

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve the development agreement and lot purchase agreement for Norfolk Homes. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to approve Paragon (Building Company) for 24 homes. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

**11.13 Resolution for the Grant Agreement with the Michigan State Housing Development Authority**

**Recommendation:** *Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Investing in Community Housing (MICH) grant, authorize the Mayor to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.*

Motion was made by Councilmember Gunn, seconded by Councilmember Forgrave to approve the resolution for the grant agreement with the Michigan State Housing Development Authority. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.14 Change in Scope of Social Workers**

**Recommendation:** *Approve a change in scope of the Social Workers budgeted for the Police Department to include all community members, in addition to the GVI-focused activities originally planned.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the change in scope of social workers for the GVI Program. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.15 Development Agreement with Pryor's BBQ House LLC**

**Recommendation:** *Approve the Development Agreement between the City of Jackson and Pryor's BBQ House LLC located at 221 W. Prospect St*

Motion was made by Vice Mayor Robinson, seconded by Councilmember Forgrave to approve the development agreement with Pryor's BBQ House, LLC. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.16 Approve a Zoning Map Amendments - Parcel #8-23490 (E. Ganson St.) and Parcel #8-23560 (N. Mechanic St.)**

**Recommendation:** *Approval of proposed rezoning of Parcel #8-23490 (E. Ganson St.) and Parcel #8-23560 (N. Mechanic St.) as recommended by the City of Jackson Planning Commission.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the zoning maps amendments for parcels #8-23490 (E. Ganson St.) and Parcel #8-23560 (N. Mechanic St.). Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.17 East Michigan Corridor Discussion**

Motion was made by Councilmember Schlecte to direct the City Manager to get an RFQ for a corridor study on East Michigan Avenue. The motion died from lack of support.

Motion was made by Mayor Mahoney, seconded by Councilmember Dancy to direct the City Manager to host listening sessions and bring the item back to the second meeting in October. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**CITY COUNCILMEMBER'S COMMENTS:**

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

**MANAGER'S COMMENTS:**

City Manager Jonathan Greene offered comments.

**ADJOURNMENT:**

No further business being offered, a motion to adjourn was made by Councilmember Schlecte, seconded by Councilmember Gunn. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 11:12 p.m.

**MEMO TO:** City Councilmembers

**FROM:** Daniel Mahoney, Mayor

**DATE:** September 12, 2023

**SUBJECT:** Resignation from the Building Code Board of Examiners and Appeals

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**RECOMMENDATION:**

Accept with regret, Chad Everett's resignation from the Building Code Board of Examiners and Appeals – and express appreciation for Chad's years of service to the City of Jackson.

DM:lm

To: Brian Taylor, Serinda Foster  
From: Assistant Chief Chad Everett  
Date: August 7, 2023  
Subject: Retirement

I am writing to inform you of my retirement from the City of Jackson Fire Department. My last day will be September 15, from 0800hrs. – 1600hrs. It has been a pleasure and a privilege to have worked for twenty-seven years for the fire department and the personnel. I will be stepping down from the BCBA board and recommend that Joe Smith take my place.

Please don't hesitate to reach out to me if you have any questions in the future.

Thank you,



Chad Everett  
Assistant Fire Chief

**MEMO TO:** City Councilmembers

**FROM:** Daniel Mahoney, Mayor

**DATE:** September 12, 2023

**SUBJECT:** Appointment to the Building Code Board of Examiners and Appeals

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**RECOMMENDATION:**

**Approve the Mayor’s recommendation to appoint Joe Smith to the Building Code Board of Examiners and Appeals, for the remainder of Chad Everett’s term – effective September 16, 2023 and ending on December 31, 2025.**

In accordance with City Code, Chapter 5, Article 2, the Mayor and City Council appoint five members to three-year terms. 1 building contractor, 1 registered architect or engineer, 2 members of the general public and 1 building official.

It is my recommendation, therefore, to appoint Joe Smith to the Building Code Board of Examiners and Appeals for the remainder of Chad Everett’s term, effective September 16, 2023 and ending on December 31, 2025.

Your consideration and concurrence is appreciated.

DM:Imm

**From:** noreply@civicplus.com  
**Sent:** Sunday, August 13, 2023 3:02 PM  
**To:** Aaron Dimick; Lisa Moutinho  
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

## City of Jackson Board/Commission Application

### City of Jackson Board/Commission Application

First Name	Joe
Last Name	Smith
Address	518 N Jackson St
City	Jackson
State	MI
Zip	49201
Phone Number	5179367603
Email	jsmith@cityofjackson.org
Last four digits of Social Security Number	
Occupation	Firefighter
Describe your community involvement.	Volunteer for BBBS, past member of the City of Jackson Human Relations Commission, current member of the City of Jackson's Act 345 Retirement System.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	Field not completed.

If you answered "Yes" how long have you been a City resident?	Jackson
Which board or commission are you interested in? You may choose more than one.	Building Code Board of Examiners and Appeals
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Field not completed.
Why do you want to serve on your selected board or commission?	With my current roll at the fire department, my interest would be for the safety of the general public and member of the City of Jackson's Fire Department.
Upload additional documents	Field not completed.

(Section Break)

#### Appointment Process

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

(Section Break)

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

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

(Section Break)

#### Final Submission

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

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

---

Digital Signature                      Joe Smith

---

Date of Submission                      08/13/23

---

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

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

**MEMO TO:** City Councilmembers  
**FROM:** Daniel Mahoney, Mayor  
**DATE:** September 12, 2023  
**SUBJECT:** Reappointment to Environmental Commission

---

**RECOMMENDATION:**

Approve the Mayor's recommendation to reappoint Jacob Inosencio to the Environmental Commission for a 3-year term, beginning September 28, 2023 and ending on September 27, 2026.

Your consideration and concurrence is appreciated.

DM:lm

**From:** noreply@civicplus.com  
**Sent:** Sunday, August 20, 2023 6:20 PM  
**To:** Aaron Dimick; Lisa Moutinho  
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

## City of Jackson Board/Commission Application

### City of Jackson Board/Commission Application

First Name	Jacob
Last Name	Inosencio
Address	215 N Higby St.
City	Jackson
State	MI
Zip	49202
Phone Number	517-745-9805
Email	jacob@growjackson.org
Last four digits of Social Security Number	
Occupation	Nonprofit Director
Describe your community involvement.	I am the Executive Director of a nonprofit organization called Grow Jackson that I founded in the fall of 2020 after graduating from college. I have served on the Environmental Commission and the Racial Equity Commission since August of 2021. I serve as a director on the Board of Directors for JARC, the Chamber of Commerce and True Community Credit Union.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside? *Field not completed.*

---

If you answered "Yes" how long have you been a City resident? February of 2021

---

Which board or commission are you interested in? You may choose more than one. Brownfield Redevelopment Authority/Local Development Finance Authority, Environmental Commission , Jackson County Brownfield Authority

---

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

---

Why do you want to serve on your selected board or commission? I believe in Jackson and think we can continue to make positive strides in the direction of environmental justice, equitable land use, and environmental improvements.

---

Upload additional documents *Field not completed.*

---

(Section Break)

---

#### **Appointment Process**

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

---

(Section Break)

---

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

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

---

(Section Break)

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**Final Submission**

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

---

Digital Signature                      Jacob Inosencio

---

Date of Submission                      08/20/2023

---

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

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

August 27, 2023

Caroline D. Parker  
3552 Cherry Blossom Drive  
Jackson, MI 49201-8060

Ms. Michelle Woods, President  
Jackson Housing Commission Board  
301 Steward Avenue  
Jackson, MI 49201

Dear Michelle:

After much thought, I am writing to respectfully resign as Resident Commissioner of the Jackson Housing Board effective immediately because Jackson Housing would be best served by appointing a new Resident Commissioner directly from within the current population of the three AMPS. Under Laurie's earlier direction, the Tenant Association was dedicated and present and I believe that there is a tenant who will provide excellent support to the members of the board and the JHC staff during this challenging transition. My departure now will assure that a new Resident Commissioner will be on board before the end of October to help with JHC's ongoing challenges.

Further, it is evident that I am not in sync with the current board. I believe they feel that I am too closely aligned to Laurie. Being a commissioner is not about position or ego for me; I have always sought to do what's best for tenants and staff. However, due to recent dealings with the board, I know that I can no longer be effective in my service because I am second-guessed when I make recommendations. I suggest that Josh Burgett replace me as Vice President because I believe that you and he have a good and respectful working relationship and will successfully manage the transition to the next chapter.

I sincerely wish JHC residents, staff, and the board nothing but success in all your future endeavors and I am grateful for the opportunity to have served JHC for these past six years.

Sincerest regards,

Caroline D. Parker

**MEMO TO:** Mayor and City Council Members  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 12, 2023  
**SUBJECT:** Special Event Application: Veterans Build Kickoff

---

**Recommendation:**

Approve a request from Greater Jackson Habitat for Humanity to host their Veterans Build Kickoff September 20, 2023 on the streets of Jackson.

Attached is a memo and supporting paperwork from Jacqueline Austin regarding the Special Event Application for the Veterans Build Kickoff.

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

JG

## DEPARTMENTAL REPORT

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

**FROM:** Jacqueline Austin, Interim Director, DDA

**DATE:** September 12, 2023

**RECOMMENDATION:** Approve a request from Greater Jackson Habitat for Humanity to host their Veterans Build Kickoff on September 20, 2023 on the streets of Jackson.

**SUMMARY:** Veterans Build Kickoff, games, resources, and food trucks.

---

### DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$200.00
	<i><b>TOTAL</b></i>		<i><b>\$200.00</b></i>

### CONDITIONS & CONSIDERATIONS

Road closures

### INSURANCE STATUS

Pending updated insurance form

---

ATTACHMENTS: Special Event Application: Veterans Build Kickoff

## SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

### Application Attachments

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

Make checks payable to “Downtown Development Authority”

### Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information				
Sponsoring Organization Legal Name:		Greater Jackson Habitat for Humanity		
Address:		251 W Prospect		Phone: ( )
Tax ID#:	382878590	Website:	Jacksonhabitat.org	
Contact Name:	Leslie Lyger	Phone:	517 618-2187	Email: <a href="mailto:leslieu@jacksonhabitat.org">leslieu@jacksonhabitat.org</a>
Contact Name:	Sheila Everts	Phone:	517 798-0369	Email: <a href="mailto:sheila@jacksonhabitat.org">sheila@jacksonhabitat.org</a>
Contact Name During Event:	Leslie Lyger	Phone:	( <del>517</del> ) 517 618-1187	
Event Information				
Event Name: <b>Veterans Build Kickoff</b>				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Sept 20, 23	12 noon	4pm	6pm	7pm

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

Do you expect this event to occur again next year? No What is the expected attendance for this event? \_\_\_\_\_

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

Walk/Run     Festival     March/Parade     Other: \_\_\_\_\_

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

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- Other Location: 503 Bates St. Jackson
- Streets: \_\_\_\_\_
- Other Park: \_\_\_\_\_
- GrandRiver Farmers Market Pavilion
- TRUE City Square (Stage)
- MLK Equality Trail

**Brief description of Event**

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

Veterans Build Kickoff  
Resources for Veterans  
Games  
Food Trucks

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

Street Name: <u>Bates</u>	Cross Streets: <u>Blakely to dead-end</u>
Closure Start Date: <u>9-20-23</u> Time: <u>12n</u>	Closure End Date: <u>9-20-23</u> Time: <u>7pm</u>
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

## City Resources Requests

Not all resources may be available at your requested site.

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

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

## Insurance

*Please request the following documentation from your insurance carrier.*

Insurance Type	Requirements
<input checked="" type="checkbox"/> Certificate of Liability Insurance (MUST also be provided by all vendors)	<ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority as additional insured"</li> </ul>
<input type="checkbox"/> Liquor Liability Insurance (if needed)	<ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>
<input type="checkbox"/> XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	<ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>

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

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

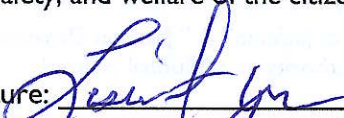
- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Route Plan<br><input type="checkbox"/> Vendor Locations<br><input type="checkbox"/> Tent Locations<br><input type="checkbox"/> Assembly Locations | <input type="checkbox"/> Emergency Vehicle Access<br><input type="checkbox"/> Dispersal Locations<br>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

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

# Special Event Application

## Certification & Signature

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

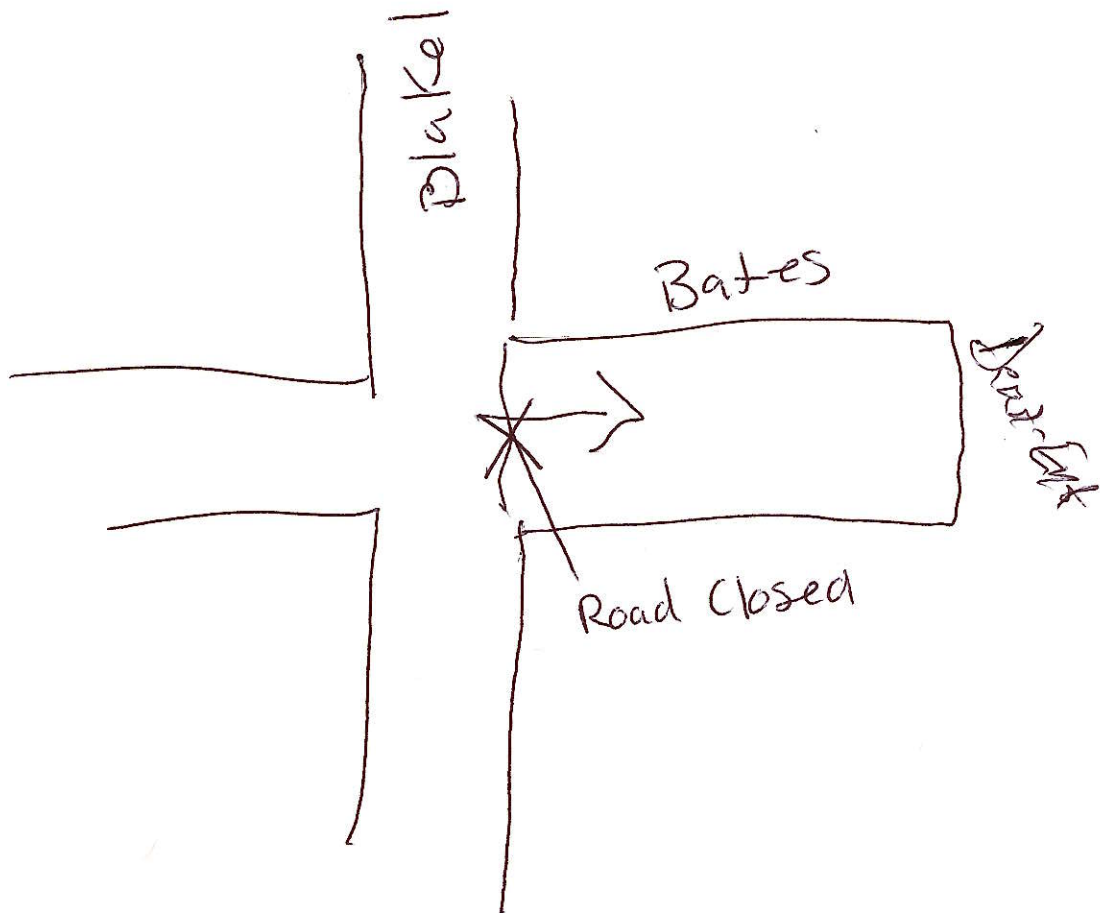
Signature:   
 Date: 8-25-23

Office Use ONLY	
Application Received:	
Date:	
Time:	Andrea 8/29/23
By:	
Application Fee Received:	yes

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



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



# Veterans Build



Greater Jackson  
**Habitat**  
for Humanity®

## Kickoff Event

**September 20, 2023**

**2:00 - 6:00 PM**

**503 Bates St. in Jackson**

SCAN FOR  
HOMEOWNER  
INFO.



**The Welcome Home Organization  
(WHO)**

Fun for the whole  
family!  
Food trucks,  
games, and  
resources!

Habitat for Humanity is partnering with The Welcome Home Organization to kick off Jackson's first Veterans Build by Habitat and offer resources to veterans in Jackson County. Page 99 of 367

**MEMO TO:** Mayor and City Council Members  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 12, 2023  
**SUBJECT:** Special Event Application: Orthopaedic Rehab Specialists 5/8k

---

**Recommendation:**

Approve a request from Orthopaedic Rehab Specialists to host their Octoberfest 5/8k on September 30, 2023 in downtown Jackson.

Attached is a memo and supporting paperwork from Jacqueline Austin regarding the Special Event Application for the Orthopaedic Rehab Specialists 5/8k.

I recommend approval of the special event application for the Orthopaedic Rehab Specialists 5/8k. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

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

**FROM:** Jacqueline Austin, Interim Director, DDA

**DATE:** September 12, 2023

**RECOMMENDATION:** Approve a request from Orthopaedic Rehab Specialists to host their Octoberfest 5/8k on September 30, 2023 in downtown Jackson.

**SUMMARY:** 32<sup>nd</sup> annual race in the ORS series, including 5k, 8k and kids “fun run” routes.

### DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$950.00
Public Works	X		\$800.00
		<b>TOTAL</b>	<b>\$1,750.00</b>

### CONDITIONS & CONSIDERATIONS

Road closures,

### INSURANCE STATUS

Complete and on-file with the office of the City Attorney

**ATTACHMENTS:** Special Event Application: Orthopaedic Rehab Specialists 5/8k

**SPECIAL EVENT APPLICATION**

*Application must be submitted 60 days PRIOR to event*

**Application Attachments**

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

**Make checks payable to “Downtown Development Authority”**

**Special Event Application Policy**

*Additional charges may occur if policies are broken.*

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

**Applicant Information**

Sponsoring Organization Legal Name: Orthopaedic Rehab Specialists, PC	
Address: 113 S East Ave, Jackson, MI 49201	Phone: (517) 783-6670
Tax ID#: 38-2737469	Website: orsmi.com / orsraceseries.com
Contact Name: Melissa Burgett	Phone: 734-476-2564 Email: melissa@orsmi.com
Contact Name:	Phone: Email:
Contact Name During Event: Melissa Burgett	Phone: (734) 476-2564

**Event Information**

Event Name: ORS Oktoberfest 5K/8K, Kids Superhero Run				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<del>Sat. Oct. 30, 2023</del>	7:00 am	9:00 am	10:30 am	11:00 am

Has this event occurred before?  Yes, (if yes, how many previous years? 30 +)  No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 250-300

**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

TRUE City Square (Stage)

MLK Equality Trail

Other Location: Grand River Brewery Patios;

Streets: \_\_\_\_\_

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

**Brief description of Event**

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

See attachment with Logo as header.

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

Street Name: Pearl Street Cross Streets Blackstone, Mechanic, Jackson

Closure Start Date: 10-30-23 Time: 9:00am Closure End Date: 10-30-23 Time: 10:30am

Street Name: ~~Mechanic Street~~ Cross Streets ~~Pearl Street~~ N/A

Closure Start Date: ~~10-30-23~~ Time: ~~8:45am~~ Closure End Date: ~~10-30-23~~ Time: ~~10:30am~~

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

## City Resources Requests

Not all resources may be available at your requested site.

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

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

## Insurance

*Please request the following documentation from your insurance carrier.*

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

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

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

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

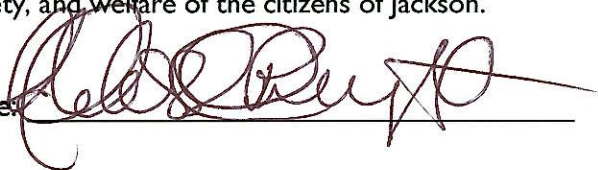
*If these details change, a revised map must be provided seven days prior to event.  
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

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

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



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

### Office Use ONLY

Application Received:

Date:

Time:

By:

Application Fee Received:

Andrew  
7/21

yes

### Application Requirements

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

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

City of Jackson

Downtown Development Authority Office

161 W Michigan Ave, 5<sup>th</sup> Floor

Jackson Michigan, MI 49201 or [aecon@cityofjackson.org](mailto:aecon@cityofjackson.org)

(517) 768-6411

### Prohibited Items

*Additional fees may apply if policies are not followed*

No ground stakes

No confetti or glitter

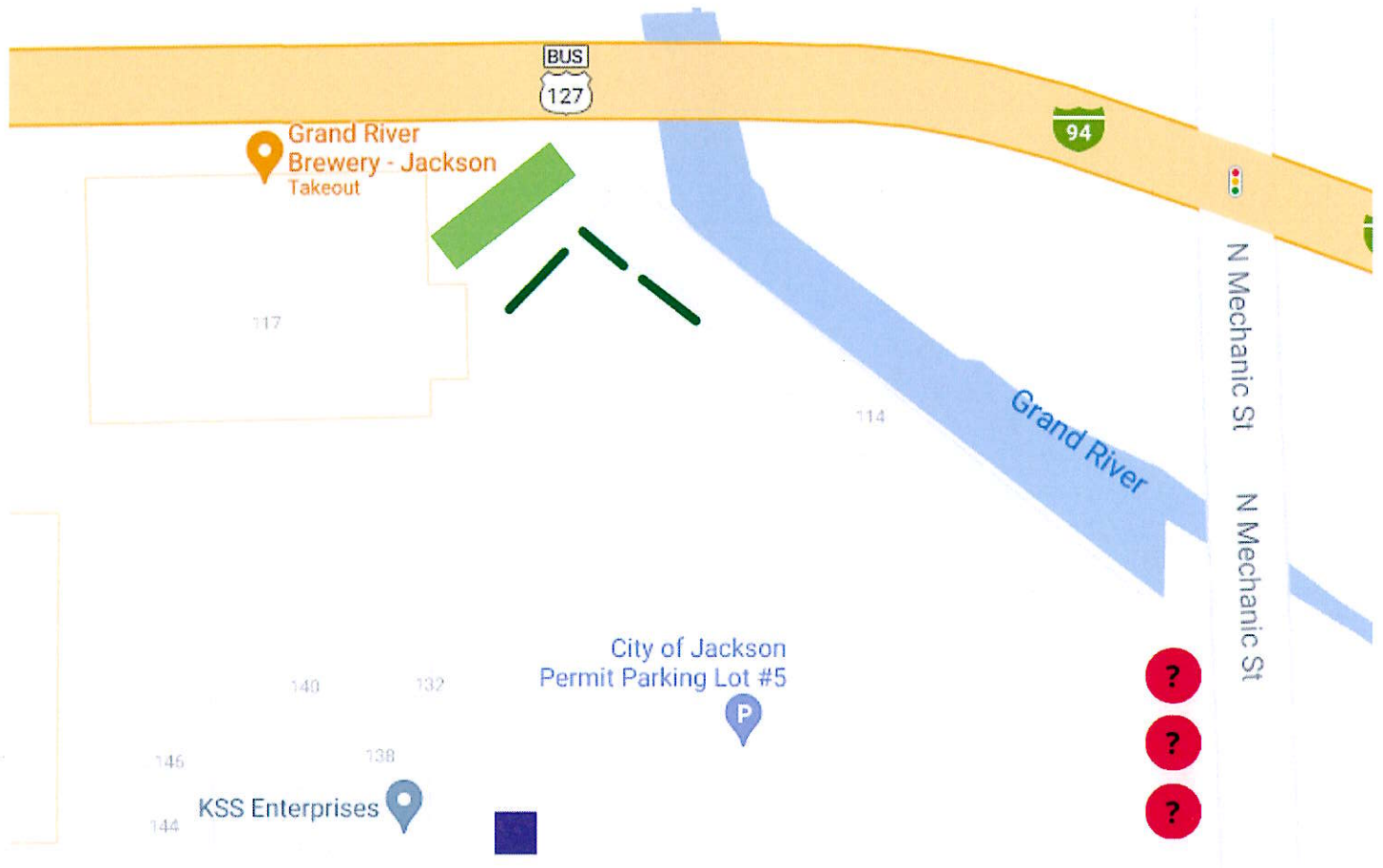
No use of outlets without prior approval



Orthopaedic Rehab Specialists is excited to announce the partnership with McKibbin Media to truly make Saturday September 30, 2023 a fun filled day in downtown Jackson. For over the past 30 years ORS has offered this family friendly health and wellness community event! The 33rd annual Orthopaedic Rehab Specialists Oktoberfest 10k Run & 5k Run/Walk will be in beautiful downtown Jackson on Saturday, September 30, 2023! We are very excited, this years event will kickoff day of Uniquely Jackson Events. In our 5th year of partnering with our hosts at Grand River Brewery our race course takes you through and around the streets of downtown Jackson., where you will finish to a Farm to Table breakfast at GRB. Race DJ Chere Pepper will be in site for the race providing updates to participants as well as music throughout the event. The Kids (Ages 10 and under) will participate in our Superhero Run where costumes are encouraged. The kids will have the opportunity to chase villains along the course to the finish line! Always a fan favorite! Stay after our race and participate for the Grand River Brewery 313 Polish Lager Beer Mile! Closing out the day....Thank you to our headline sponsors ORS and MK Jetting, each registered participant will receive a wristband covering unlimited chili and salsa tastings (while supplies last) during the Fall Fest & Chili Classic. Race proceeds (after expenses) will help support the American Heart Association in their continued development and implementation of Community Initiatives specific to Jackson and Washtenaw counties. What an amazing way for two healthcare entities to continue to support overall health and wellness within our community!

# Grand River Brewery Patios (approved by business owner)

Projected layout for Friday night 4 pm - 8 pm  
and Saturday morning 6:00 am - 11:00 am

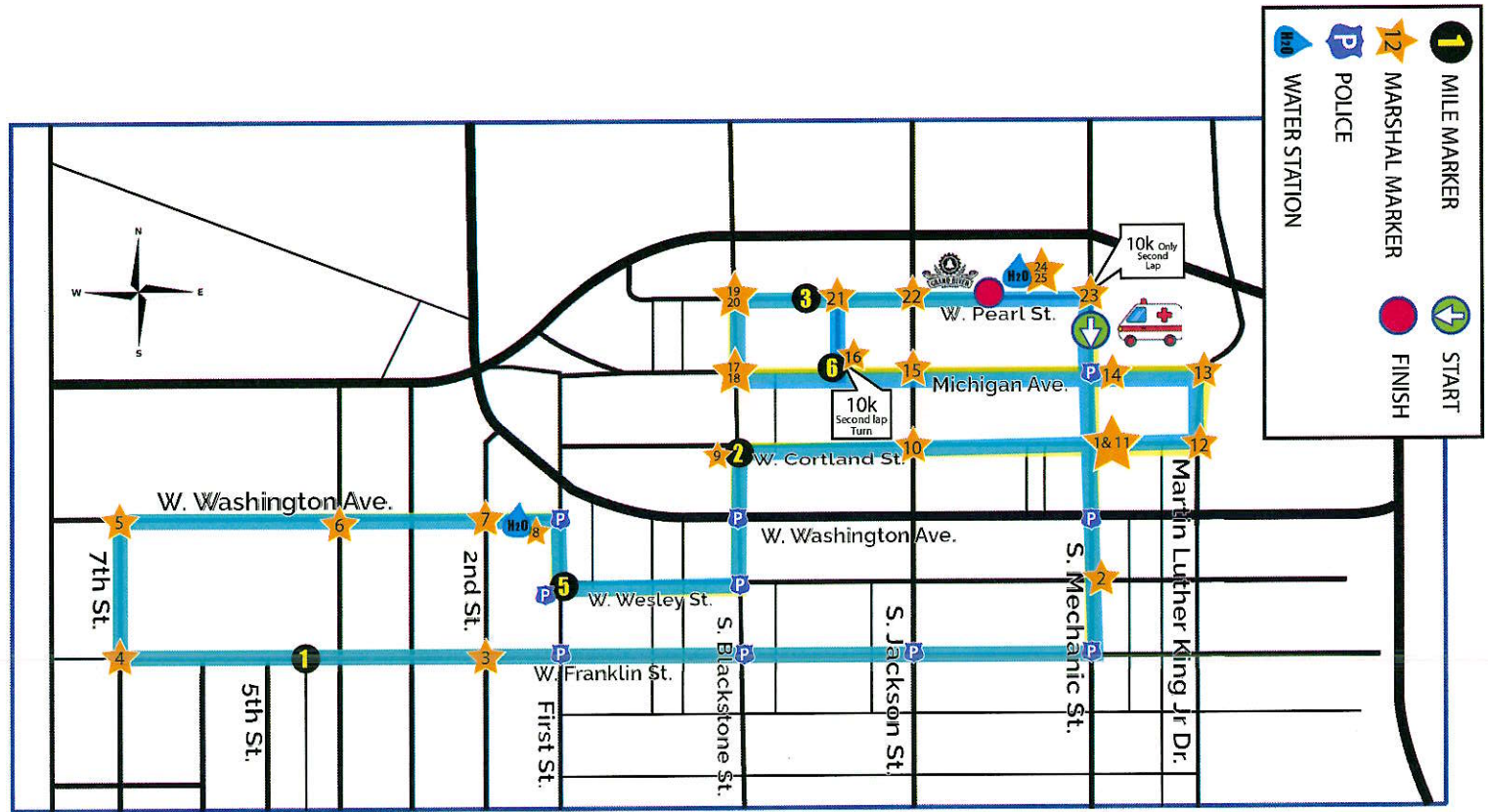
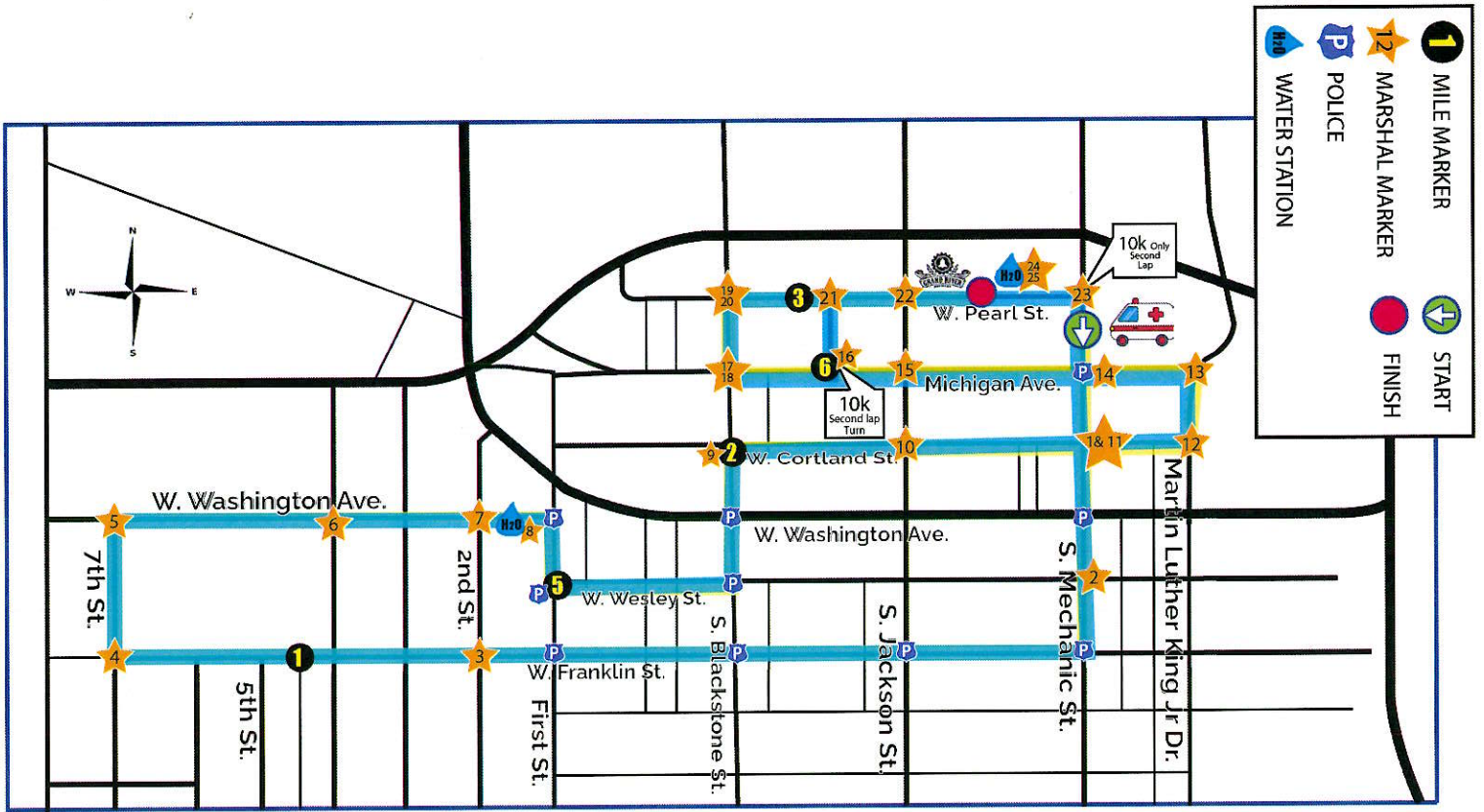


Ⓡ Designates desired locations for porta potties

— Signage for Packet Pick Up

■ DJ Set up for Saturday 9-30-23

■ Admin table set up evening of 9/29/23 & Morning of 9/30/23



Below are the routes if construction isn't completed on Cortland(Mechanic & MLK)

# MODIFIED OKTOBERFEST 5K COURSE '23

Created Aug 10, 2023 | Everyone

Jackson, MI, United States

3.10 mi  
Distance

117 ft  
Elevation Gain

Run  
Activity Type

Log Workout

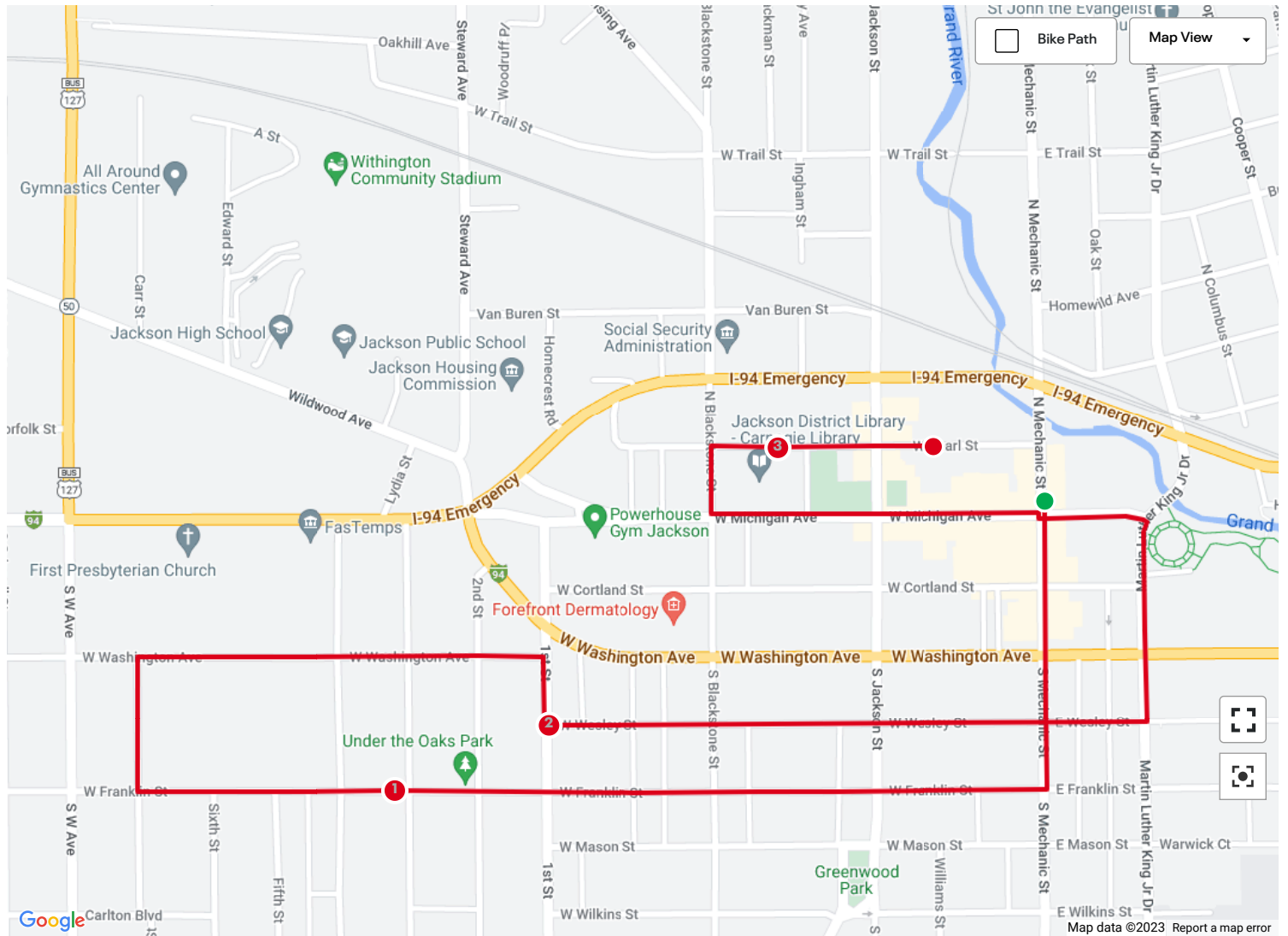
Add Route to Website

Share

Print

Duplicate Route

Download



Elevation Start    Max    Gain  
 You're taking control of your fitness and wellness journey, so take control of your data, too. [Learn More](#) about your rights and options. Or [click here](#) to opt-out of certain cookies.



# OKTOBERFEST MODIFIED 10K COURSE '23

Created Aug 11, 2023 | Everyone

Jackson, MI, United States

**6.20 mi**

Distance

**249 ft**

Elevation Gain

**Run**

Activity Type

Log Workout

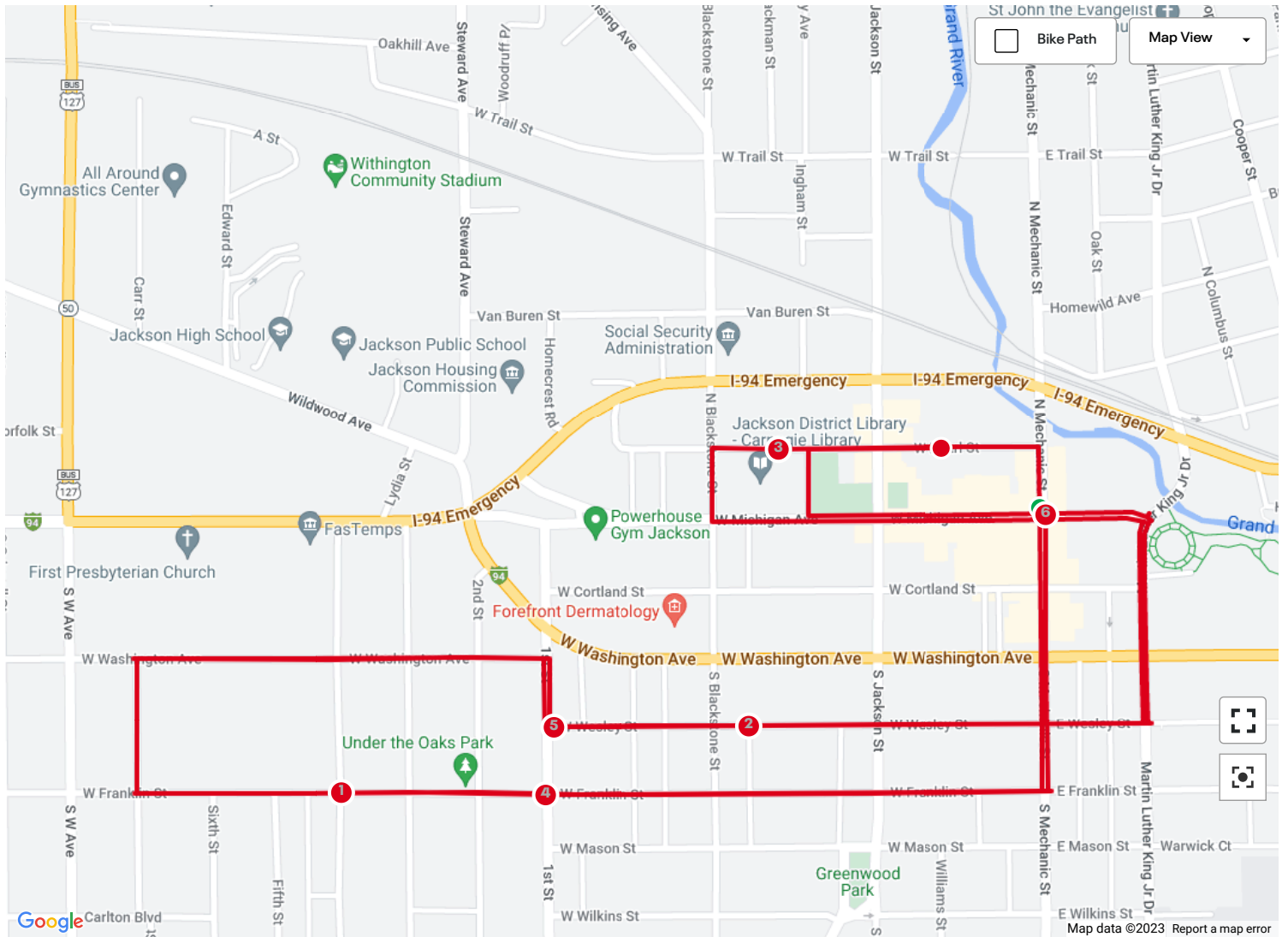
Add Route to Website

Share

Print

Duplicate Route

Download



## Elevation

Start Max Gain

You're taking control of your fitness and wellness journey, so take control of your data, too. [Learn More](#) about your rights and options. Or [click here](#) to opt-out of certain cookies.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2023

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

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

<b>PRODUCER</b> Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	<b>CONTACT NAME:</b> Kathy Corden <b>PHONE (A/C No. Ext):</b> (517)787-2600 <b>E-MAIL ADDRESS:</b> kcorden@waltoninsurancegroup.com	<b>FAX (A/C No):</b> (517)787-3857
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Orthopaedic Rehab Specialists PC 113 S East Ave Jackson MI 49201	<b>INSURER A:</b> Auto Owners Insurance Company	<b>NAIC #</b> 18988
	<b>INSURER B:</b> Home-Owners Insurance Company	<b>NAIC #</b> 26638
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2381726987

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		06261004	9/27/2023	9/27/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5253687200	9/27/2023	9/27/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	06261014	9/27/2023	9/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

City of Jackson and Downtown Development Authority are additional insureds for the 2023 ORS Oktoberfest 10k/5k being held on September 30, 2023.

**CERTIFICATE HOLDER****CANCELLATION**

City of Jackson Downtown Development Authority 161 W Michigan Ave Jackson, MI 49201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Brian Drummond/KCORD 
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**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 12, 2023

**SUBJECT:** Approve the sale of two City Owned properties located at 903 W. Ganson and 619 Center to Fresh Start Real Estate Services, LLC.

---

Recommendation: Approve the sale of City owned property located at 903 W. Ganson and 619 Center to Fresh Start Real Estate Services, LLC for the purpose of building two new, single family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.

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

## DEPARTMENTAL REPORT

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

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

**DATE:** September 12, 2023

**RECOMMENDATION:** Approve the sale of City owned properties located at 903 W. Ganson and 619 Center 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 two parcels of vacant land located at 903 W. Ganson and 619 Center to Fresh Start Real Estate Services, LLC, for the purpose of building two, single family homes.

### HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Fresh Start Real Estate Services, LLC and the City of Jackson. Fresh Start would like to purchase the vacant lots at 903 W. Ganson and 619 Center to build a single family home on each lot. City staff is proposing for the Council to sell the vacant lots subject to a Development Agreement.

The City sold Fresh Start four parcels in February, 2023 for the purpose of single family, new home construction. Those homes were complete and sold by August of 2023.

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 903 W. Ganson and 619 Center to Fresh Start Real Estate Services, LLC for the purpose of construction of one, single family home per lot.

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**PROPERTY TRANSFER AND  
DEVELOPMENT AGREEMENT**

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

**WITNESSETH:**

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

**WHEREAS**, the two (2) vacant parcels are located at 903 W. Ganson, Parcel No. 2-119000000 and 619 Center, Parcel No. 2-164100000; (collectively referred to as the "Properties"), all of which are more particularly described as:

**See Exhibit A, attached hereto**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF JACKSON

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

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

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

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

**DEVELOPER**

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

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

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

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

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

**Exhibit A**

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

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

Property Parcel No. 2-119000000

Property Description: LAND COM AT A PT ON S LN OF GANSON ST 6.773 CHAINS W & 50 LINKS S OF E 1/4 POST OF SEC 33 T2S R1W TH S 120 FT TH E 43 FT TH N 120 FT TO S LN OF GANSON ST TH W 43 FT TO BEG NE 1/4 SE 1/4 SEC 33 T2S R1W

**619 Center Street, Jackson, MI 49202**

Property Parcel No. 2-164100000

Property Description: LOT 5 BLK 3 WEBSTER'S HIGHLAND ADD

**Exhibit B**  
LEAD BASED PAINT DISCLOSURE

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** September 12, 2023  
**SUBJECT:** First Reading of Ordinance 2023-06

---

**Recommendation:**

Approve the first reading and advance to a second reading/final adoption of an ordinance amending Section 16-520, Article XVIII, Jackson Code of Ordinances to allow an additional hour of operation for Marihuana Provisioning Centers and Retailers.

Attached is Ordinance 2023-06.

Your consideration and concurrence is appreciated.

## ORDINANCE NO. 2023-XX

An ordinance amending Section 16-520, Chapter 16, Article XVIII, of the City of Jackson Code of Ordinances to change the hours of operations for Marihuana Provisioning Centers and Retailers.

### *THE PEOPLE OF THE CITY OF JACKSON ORDAIN*

Section 1. Purpose. The purpose of this ordinance is to amend the hours of operation for marihuana provisioning centers and retailers allowable under the Code of Ordinances.

Section 2. That Chapter 16, Article XVIII License allocation and fees, Section 16-520, of the City Code be amended to read as follows:

#### **Sec. 16-520. Minimum operational standards of provisioning centers or retailers.**

- (a) In addition to all general requirements, the following minimum standards for provisioning center and retailer shall apply:
- (1) No provisioning center or retailer shall be open between the hours of ~~8~~9:00 p.m. and 9:00 a.m.;
  - (2) Any usable marihuana remaining on the premises of a provisioning center or retailer while the provisioning center or retailer is not in operation shall be secured as required by state law, rules and advisory opinions;
  - (3) A provisioning center or retailer must be at a fixed location. Drive-through window(s) on the premises of a provisioning center shall not be permitted;
  - (4) All marihuana delivered to a patient shall be packaged and labeled as provided by state laws.
  - (5) All registered patients must present both their Michigan Medical Marihuana patient/caregiver identification card and government issued photo identification prior to entering restricted/limited areas or non-public areas of the provisioning center, and if no restricted/limited area is required, then promptly upon entering the provisioning center.
  - (6) No advertising material may be used that is misleading, deceptive, or false, or that is designed to appeal to minors.
  - (7) No provisioning center or retailer shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium within one thousand feet (1,000) of the real property comprising a public or private elementary, vocational or secondary school.
  - (8) Certified laboratory testing results that meet the MMMA, MMFLA, MRTMA or applicable state laws must be available to all provisioning center patients/customers upon request.

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

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 12, 2023  
**SUBJECT:** Purchase of Three Dodge Durango SUVs

---


**Recommendation:**

Approve purchase of three Dodge Durango SUVs

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

I recommend approving the purchase of the Dodge Durangos.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Elmer J. Hitt, Director of Police and Fire Services   
**DATE:** September 12, 2023  
**RECOMMENDATION:** Approve Purchase of Three Dodge Durangos

### SUMMARY

The current fleet of the Jackson Police Department is aging. There is an urgent need for additional patrol vehicles at this time. The Police Department would like to purchase three pursuit-rated Dodge Durangos outside of the normal purchasing guidelines. This is necessary to get the vehicles much sooner than ordering 2024 Durangos under the state contract, as the 2023 model year vehicles are currently in stock. JPD is still awaiting five Ford Explorers ordered in the Fall of 2022, three of which were originally ordered in 2021, but the orders were canceled by Ford and added to our order in November 2022.

### BUDGETARY CONSIDERATIONS

The cost of each Dodge Durango is \$44,150, for a total of \$132,450. This amount is in the FY 23/24 general fund budget for the Police Department.

### HISTORY, BACKGROUND and DISCUSSION

The Jackson Police Department recently purchased two other Dodge Durangos for use in its Patrol Fleet, and have had no concerns or issues with the Durangos as compared to the Ford Explorers.

The unavailability of Ford pursuit-rated vehicles continues with no end in sight. We typically replace vehicles when they reach 80,000 miles; these three will be replaced and have significantly more miles than is typical:

- #4 – a 2017 Ford Explorer with 100,937 miles;
- #9 – a 2017 Ford Explorer with 102,080 miles; and
- #10 – a 2016 Ford Explorer with 99,709 miles.

### DISCUSSION OF THE ISSUE

There are three 2023 Dodge Durango SUVs currently in stock at John Jones Automotive Group in Indiana. We would like to purchase these vehicles outside of the normal purchasing guidelines, due to the extenuating circumstances caused by the national supply chain interruptions.

### POSITION

I recommend approving the purchase of three Dodge Durango SUVs.

ATTACHMENTS



# John Jones

POLICE PURSUIT VEHICLES



## 2023 Durango V6 AWD PPV Patrol Package

JOHN JONES CHRYSLER DODGE JEEP RAM FIA  
1735A GARDNER LANE  
CORYDON, IN 471122034

### 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description
<b>Model:</b>	WDEE75	DURANGO PURSUIT VEHICLE AWD
<b>Package:</b>	2BZ	Customer Preferred Package 2BZ
	ERC	3.6L V6 24V VVT Engine Upg   w/ESS
	DFT	8-Spd Auto 850RE Trans (Make)
<b>Paint/Seat/Trim:</b>		White Knuckle Clear Coat
		Monotone Paint
	*A7	6loth Bucket Seats W/Rear Vinyl
	-X9	Black
<b>Options:</b>	4DH	Prepaid Holdback
	4ES	Delivery Allowance Credit Fleet
	MAF	Purchase Incentive
	XCS	4 Additional Key Fobs
	LNF	Black Left LED Spot Lamp
		Vinyl Flooring
		Black steel wheels/chrome centers
		No center console- Flat plate ready for police console mount
		Deactivate rear doors and windows



*Currently IN STOCK!!!!*



**John Jones**  
POLICE PURSUIT VEHICLES



2023 Dodge Durango Pursuit Rated AWD V6 PATROL PACKAGE

**John Jones Police Pursuit Price - \$43,895.00\***

*\*Applicable fees not included. (\$225.00 DOC and \$30.00 title fee. Note-all dealers charge these fees). Price is good for 10 days or while quantities are available*

**Price with all fees Price \$44,150.00\*\***

*\*\*Price includes shipping to Jackson MI.*

**3 Durango Package price with all fees and shipping - \$132,450.00**

Quote prepared by Tim R. Troyer for the Jackson MI PD 8/28/23  
Law Enforcement Sales - John Jones Auto Group  
Police Pursuit Division Direct 260-316-5833 / Business - 812-883-3081  
[www.policepursuitvehicles.com](http://www.policepursuitvehicles.com) / [www.johnjonesautogroup.com](http://www.johnjonesautogroup.com)

*John Jones is a full-service police vehicle and emergency services up-fit dealer that provides a turn-key law enforcement vehicle to the customer's specifications. A large inventory of police vehicles and a wide range of emergency response products on hand, equates to a fast build time. This puts you and your staff in service fast and from one place. We do not subcontract, and all our services are done by our certified employees. From start to finish you are working with one company, one salesperson.*

*We are distributors, certified installers, and stock products from these fine companies: Whelen, Federal Signal, Sound Off, Havis, Stalker, Pro-gard, Truck Vault, Strong Box and more!*

**YOUR ONE - STOP SHOP  
FOR POLICE PURSUIT VEHICLES**





Date 08/27/2023  
 Salesperson Tim Troyer  
 Sales Manager Dan Sillings  
 Email Address cedwards@citvofjackson.org

# Worksheet

Company Name City Of Jackson  
 Purchaser Jackson Police  
 Co-Purchaser \_\_\_\_\_  
 To Be Titled As Follows City of Jackson  
 Residence Address 161 W Michigan Ave  
 City, State, Zip Code Jackson MI 49201

Cell Phone (517) 768-8714 Home Phone (517) 768-8714 Work Phone \_\_\_\_\_  
 1. SS #/EIN # \_\_\_\_\_ DOB \_\_\_\_\_ 2. SS # \_\_\_\_\_ DOB \_\_\_\_\_

Vehicle Type  New  Used  Demo Year 2023 Make Dodge Model Durango PPV V6  
 VIN # 1C4RDJFG8PC568124 Color White Knuckle Clearcoat Mileage \_\_\_\_\_ Stock # P2089P

Trade #1: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 VIN # \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_ Stock # \_\_\_\_\_

Trade #2: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 VIN # \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_ Stock # \_\_\_\_\_

Suggested Selling Price	<b>\$43,895.00</b>
Dealer Installed Equipment	
Total Price of Vehicle	<b>\$43,895.00</b>
Dealer Provided Discount	
Selling Price	<b>\$43,895.00</b>
Trade-In #1 Credit	
Trade-In #2 Credit	
Cash Difference	<b>\$43,895.00</b>
Doc. Fee	<b>\$225.00</b>
Sales Tax	
Other Items	
Add'l Items: Other Fees, Taxes	<b>\$30.00</b>
Sales Tax on Add'l Items	
Total	<b>\$44,150.00</b>
Less Deposit	
Less Rebate	
Subtotal	<b>\$44,150.00</b>
Balance Owed on Trade-In	
Total of Above Items	<b>\$44,150.00</b>
Cash on Delivery/Balance to be Financed	<b>\$44,150.00</b>

**Suggested Selling Price: \$43,895.00**

### LETTER OF INTENT

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

Customer Approval \_\_\_\_\_  
 Customer Approval \_\_\_\_\_  
 Sales Manager Approval \_\_\_\_\_



Date 08/27/2023  
 Salesperson Tim Trover  
 Sales Manager Dan Sillings  
 Email Address cedwards@cityofjackson.org

# Worksheet

Company Name City Of Jackson  
 Purchaser Jackson Police  
 Co-Purchaser \_\_\_\_\_  
 To Be Titled As Follows City of Jackson  
 Residence Address 161 W Michigan Ave  
 City, State, Zip Code Jackson MI 49201

Cell Phone (517) 768-8714 Home Phone (517) 768-8714 Work Phone \_\_\_\_\_  
 1. SS #/EIN # \_\_\_\_\_ DOB \_\_\_\_\_ 2. SS # \_\_\_\_\_ DOB \_\_\_\_\_

Vehicle Type  New  Used  Demo Year 2023 Make Dodge Model Durango PPV V6  
 VIN # 1C4RDJFG2PC597635 Color White Knuckle Clearcoat Mileage \_\_\_\_\_ Stock # P2405P

Trade #1: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 VIN # \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_ Stock # \_\_\_\_\_

Trade #2: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 VIN # \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_ Stock # \_\_\_\_\_

Suggested Selling Price	<b>\$43,895.00</b>
Dealer Installed Equipment	
Total Price of Vehicle	<b>\$43,895.00</b>
Dealer Provided Discount	
Selling Price	<b>\$43,895.00</b>
Trade-In #1 Credit	
Trade-In #2 Credit	
Cash Difference	<b>\$43,895.00</b>
Doc. Fee	<b>\$225.00</b>
Sales Tax	
Other Items	
Add'l Items: Other Fees, Taxes	<b>\$30.00</b>
Sales Tax on Add'l Items	
Total	<b>\$44,150.00</b>
Less Deposit	
Less Rebate	
Subtotal	<b>\$44,150.00</b>
Balance Owed on Trade-In	
Total of Above Items	<b>\$44,150.00</b>
Cash on Delivery/Balance to be Financed	<b>\$44,150.00</b>

**Suggested Selling Price: \$43,895.00**

LETTER OF INTENT

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

Customer Approval \_\_\_\_\_  
 Customer Approval \_\_\_\_\_  
 Sales Manager Approval \_\_\_\_\_



Date 08/27/2023  
 Salesperson Tim Trover  
 Sales Manager Dan Sillings  
 Email Address cedwards@cityofjackson.org

# Worksheet

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 Purchaser Jackson Police  
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 To Be Titled As Follows City of Jackson  
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 City, State, Zip Code Jackson MI 49201

Cell Phone (517) 768-8714 Home Phone (517) 768-8714 Work Phone \_\_\_\_\_  
 1. SS #/EIN # \_\_\_\_\_ DOB \_\_\_\_\_ 2. SS # \_\_\_\_\_ DOB \_\_\_\_\_

Vehicle Type  New  Used  Demo Year 2023 Make Dodge Model Durango PPV V6  
 VIN # 1C4RDJFG2PC604826 Color White Knuckle Clearcoat Mileage N/A Stock # P2447P

Trade #1: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 VIN # \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_ Stock # \_\_\_\_\_

Trade #2: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 VIN # \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_ Stock # \_\_\_\_\_

Suggested Selling Price	<b>\$43,895.00</b>
Dealer Installed Equipment	
Total Price of Vehicle	<b>\$43,895.00</b>
Dealer Provided Discount	
Selling Price	<b>\$43,895.00</b>
Trade-In #1 Credit	
Trade-In #2 Credit	
Cash Difference	<b>\$43,895.00</b>
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Add'l Items: Other Fees, Taxes	<b>\$30.00</b>
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Subtotal	<b>\$44,150.00</b>
Balance Owed on Trade-In	
Total of Above Items	<b>\$44,150.00</b>
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**Suggested Selling Price: \$43,895.00**

### LETTER OF INTENT

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

Customer Approval \_\_\_\_\_

Customer Approval \_\_\_\_\_

Sales Manager Approval \_\_\_\_\_

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 12, 2023  
**SUBJECT:** Establish Public Hearing for Justice Assistance Grant (JAG) Program

---

**Recommendation:**


To schedule a public hearing at the September 26, 2023, City Council meeting regarding the use of \$31,316 in FY2023 JAG funds by the City for the purchase of equipment and the use of \$20,210 in JAG funds by Jackson County to purchase several pieces of equipment for use by Sheriff's Deputies.

Attached is a memorandum from Director Elmer Hitt regarding the necessity of this public hearing.

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

## DEPARTMENTAL REPORT

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

**FROM:** Elmer Hitt, Director of Police and Fire Services 

**DATE:** September 12, 2023

**RECOMMENDATION:** Approve Scheduling a Public Hearing

### SUMMARY

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of \$51,526. One of the JAG requirements is that a hearing be held allowing for citizen comment on the proposed use of the grant funds. As in previous years, the City of Jackson will be the grant fiscal agent.

### BUDGETARY CONSIDERATIONS

If approved, the Jackson Police Department will receive \$31,316 and will use the money to continue the subscription of license plate readers throughout the City. This will assist the Police Department in identifying stolen vehicles, as well as vehicles involved in criminal activity. It also allows for the purchase of updated duty weapon magazines for use by sworn officers.

The Jackson County Sheriff's Department will receive \$20,210 and will use their funds to continue the subscription of license plate readers in the County to assist with identifying stolen vehicle and criminal activity. They will also purchase other equipment for their Patrol Division, such as weapon lights, rifles, rifles optics, mounts for body-worn cameras, and a forced entry ram.

### HISTORY, BACKGROUND and DISCUSSION

Each year, the City of Jackson and/or Jackson County receive JAG funds in order to purchase equipment. In recent fiscal years, grant funds were used to purchase lights for duty weapons, along with other necessary equipment, to upgrade the indoor firearms range at the police department, and purchase body armor for Sheriff's deputies.

### DISCUSSION OF THE ISSUE

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases.

### POSITIONS

I recommend scheduling a Public Hearing at the September 26, 2023, City Council meeting.

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 12, 2023

**SUBJECT:** Approval of a resolution to accept a Trust Fund Grant application for the Michigan Department of Natural Resources (MDNR) for a new trail project from S. West Avenue to Optimist Shelter location and authorization for the Mayor and Clerk to execute the appropriate documents..

---

**Recommendation:**

Approval of a resolution to accept a Trust Fund Grant application for the Michigan Department of Natural Resources (MDNR) for a new trail project from S. West Avenue to Optimist Shelter location and authorization for the Mayor and Clerk to execute the appropriate documents.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries, regarding the grant and entering into a contract with the State of Michigan Department of Natural Resources.

We recommend approval of the resolution after the public hearing is held. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

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

**FROM:** Kelli Hoover, Director Parks, Recreation and Cemeteries

**DATE:** September 12, 2023

**RECOMMENDATION:** Approval of a resolution to accept a Trust Fund Grant application for the Michigan Department of Natural Resources (MDNR) for a new trail project from S. West Avenue to Optimist Shelter location and authorization for the Mayor and Clerk to execute the appropriate documents.

---

### SUMMARY

Attached is a resolution to accept the MDNR Trust Fund Grant for new trail construction from S. West Avenue to Optimist Shelter location.

### BUDGETARY CONSIDERATIONS

The trail project will be funded through the following areas:

MDNR Trust Fund Grant	\$300,000
City of Jackson Capitol Project Fund	\$300,000

### HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Parks, Recreation and Cemeteries Department has partnered in the past with the MDNR Trust Fund Grants for a trail lights project on the MLK Equality Trail, PAKA Trail construction, Cooper Street Trail, Bloomfield Park Courts, Exchange Courts, Rotary Park and Lions Park amongst several other projects with great success.

### DISCUSSION OF THE ISSUE

This project will be phase two of a three phased project to update the original City trail from Prospect Street to Weatherwax Rd.

### POSITIONS

I request the attached resolution to enter into contract with the Michigan Department of Natural Resources be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

---

**RESOLUTION**

**BY THE CITY COUNCIL:**

**WHEREAS**, the City of Jackson supports the submission of an application titled MLK Equality Trail from S. West Avenue to Optimist Shelter Project to the Michigan Department of Natural Resources Trust Fund Grant for develop a new 12 ft trail on the Martin Luther King Equality Trail; and,

**WHEREAS**, the proposed application, is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

**WHEREAS**, The City of Jackson is hereby making a financial commitment to the project in the amount of \$300,000 matching funds, in cash and/or force account; and,

**WHEREAS**, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

City of Jackson	\$300,000
Total	\$300,000

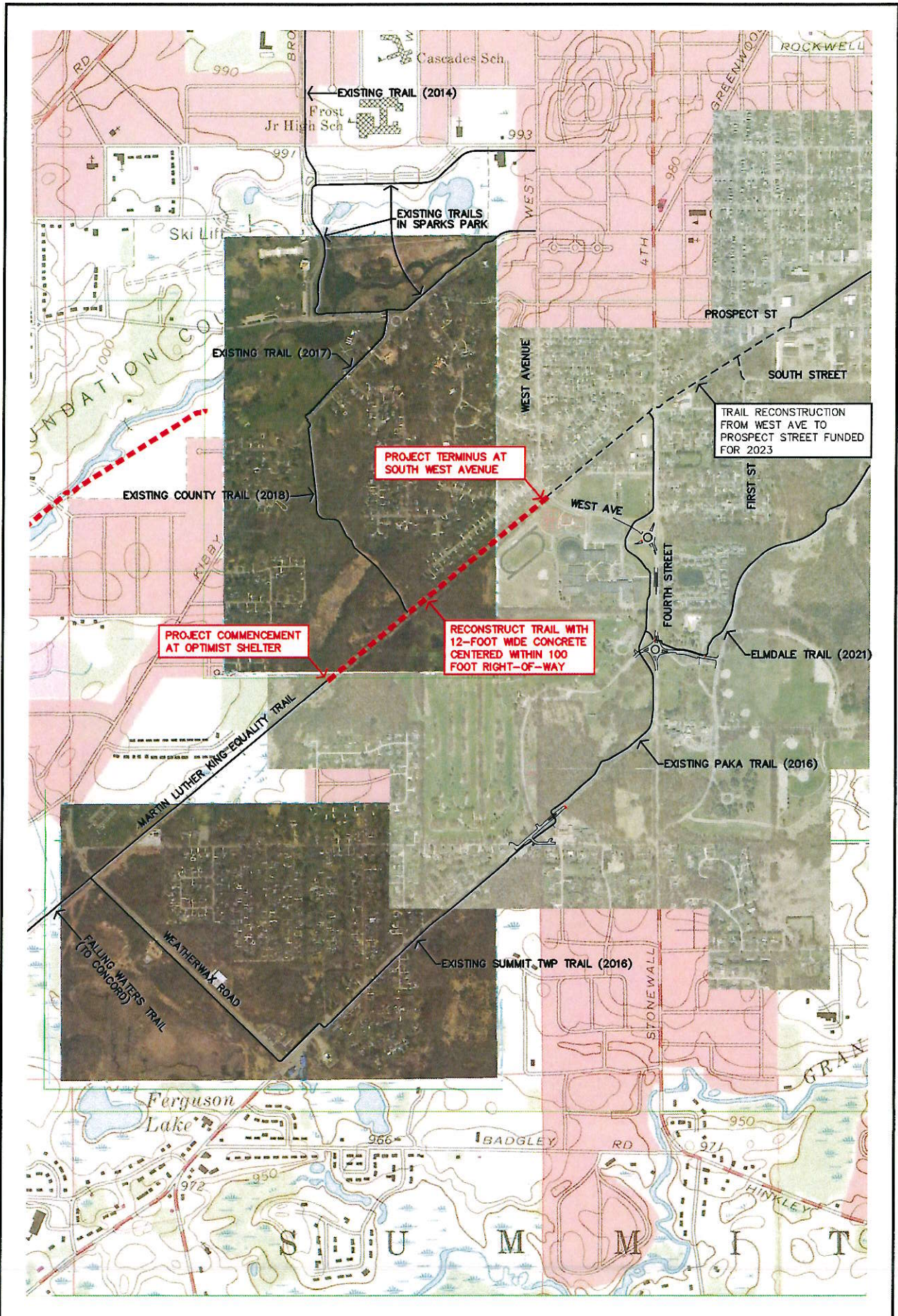
**NOW, THEREFORE, BE IT RESOLVED**, that the City of Jackson City Council hereby authorizes submission of a Michigan Department of Natural Resource Trust Fund grant application for \$300,000 and further resolves to make availed a local match through financial commitment and donation(s) of \$300,000 (50%) of a total \$600,000 project cost, during the 2024-2025 fiscal year

\* \* \* \* \*

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of Jackson at their regular meeting held on September 12, 2023 at 6:30 p.m. in Jackson, with a quorum present.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this \_\_day of September, 2023.

\_\_\_\_\_



DATE	DESCRIPTION
03-18-22	RECONSTRUCTION MAP
03-18-22	03-18-22

**CITY OF JACKSON  
ENGINEERING**



NO.	DESCRIPTION (REVISED)	DATE	BY

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 12, 2023

**SUBJECT:** **Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract for the City of Jackson Wastewater Treatment Plant.**

---

**Recommendation:**

**Approval of Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract with Tetra Tech of Ann Arbor, MI at a not-to-exceed cost of \$157,000 and authorize the City Manager and Director of Public Works to execute the appropriate documents.**

Attached is a memo from Michael Osborn, Director of Public Works, regarding the amendment to 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:** Michael Osborn, Director of Public Works  
**DATE:** September 12, 2023

**RECOMMENDATION:** Approval of Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract with Tetra Tech of Ann Arbor, MI at a not-to-exceed cost of \$157,000 and authorize the City Manager and Director of Public Works to execute the appropriate documents.

### SUMMARY

On July 13, 2021, the City Council awarded the Supervisory Control and Data Acquisition (SCADA) Software Upgrade professional engineering services contract for the City of Jackson Wastewater Treatment Plant (WWTP) to Tetra Tech of Ann Arbor, Michigan. This included funding under the American Rescue Plan Act. On January 10, 2023, the Council approved Amendment 1 to provide Phase 1 of the programming engineering services required to complete the WWTP SCADA Upgrade project. The proposed Amendment 2 to the contract is to provide the Phase 2 programming engineering services for the equipment installed as part of the Clean Water State Revolving Fund (CWSRF) capital improvement project.

### BUDGETARY CONSIDERATIONS

The Engineering and Project Administration SCADA Software Upgrades Contract's current amount is \$152,765. The proposed Amendment 2 would require an additional \$157,000 increasing the existing contract amount to \$309,765. The cost of Amendment 2 will be funded using the Wastewater Equipment Replacement Fund, Treatment Plant account number 406-548-000-985.006.

### HISTORY, BACKGROUND and DISCUSSION

Tetra Tech began working on the engineering and project administration of the Wastewater Treatment Plant (WWTP) SCADA Software Upgrades in July of 2021. The SCADA system design is based on a standardized control panel solution for the seven (7) main control panels. The panels were designed to allow operational, fabrication & installation flexibility. The SCADA upgrades construction phase began in September 2022 shortly after the contract was awarded to J. Ranck Electric, Inc. For the WWTP to utilize the benefits of the upgrades from this project the system must be programmed to communicate through SCADA Software.

The scope of programming work has been broken down into three phases with Phase 1 currently underway and it was approved by Council in January 2023. Amendment 2 will cover Phase 2 which consists of programming and integration of the capital improvements designed by Fishbeck as part of the CWSRF project plan. For this phase, Tetra Tech will provide programmable logic controller (PLC) and human-machine interface (HMI) programming and onsite deployment related to control panels Primary Processor Panel (PPP), Aeration West Processor Panel (AWPP) additional signals, and Aeration East Processor Panel (AEPP) and integration of new prepackaged blower systems for blowers No. 1 through No. 5. If this programming isn't completed during this phase, it will hinder the WWTP's ability to efficiently operate the equipment to treat sewage into clean water, therefore impacting the residents we serve.

### POSITIONS

Approve Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract and authorize the City Manager and Director of Public Works to execute the appropriate documents.

**AMENDMENT NO. 2  
To Contract for  
Engineering and Project Administration SCADA Software Upgrades  
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.

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$56,515.00</b>
<b>AMENDMENT NO. 1</b>	<b>\$96,250.00</b>
<b>CURRENT CONTRACT AMOUNT AS SET BY AMENDMENT NO. 1</b>	<b>\$152,765.00</b>
<b>AMENDMENT NO. 2</b>	<b>\$157,000.00</b>
<b>NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2</b>	<b>\$309,765.00</b>

**REASON FOR AMENDMENT:**

To provide programming engineering services for Phase 2 of the City of Jackson Wastewater Treatment Plant SCADA Software Upgrades Project. Consisting of programming and integration of the work that Fishbeck designed for the CWSRF project. For this phase, Tetra Tech will provide programmable logic controller (PLC) and human-machine interface (HMI) programming and onsite deployment related to control panels Primary Processor Panel (PPP), Aeration West Processor Panel (AWPP) additional signals, and Aeration East Processor Panel (AEPP) and integration of a new prepackaged blower system for blowers No. 1 through No. 5, as outlined in the proposal for professional engineering services letter from Tetra Tech dated August 7, 2023.

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

ACCEPTED BY:

\_\_\_\_\_  
Vic Cooperwasser, P.E., Senior Project Manager  
Tetra Tech, Inc.

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

ACCEPTED BY:

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

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

ACCEPTED BY:

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

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



August 7, 2023

*Transmitted Electronically*

Mr. Mike Osborn  
Director of Public Works  
City of Jackson  
161 West Michigan Avenue  
Jackson, Michigan 49201

**Re: Jackson WWTP SCADA Programming (Phase-2)  
Proposal for Professional Engineering Services**

Dear Mr. Osborn:

Thank you for the opportunity to submit our professional engineering services proposal for SCADA programming related to the recently designed WWTP SCADA Improvements project.

#### **BACKGROUND**

In 2022, Tetra Tech finalized the WWTP SCADA improvements project design, and the project was successfully bid with the City receiving bids from three proposers with award going to J. Ranck Electric. The design is based around a standardized control panel solution for the seven (7) main control panels. The panels were designed to allow operational, fabrication and installation flexibility.

In addition to the control panels, project allowances were established for the Owner/Engineer to procure new (required) computing hardware and software along with an allowance to update the control room furniture. The first phase SCADA project is currently ongoing and scheduled to begin onsite startup in the fall of 2023.

#### **SCOPE OF WORK**

The scope of programming work contained within this proposal is broken down into the second of three phases.

*Phase-1 (currently underway) includes configuration, programming, setup and deployment (onsite startup) of the new computing hardware, network equipment within the new NP-1 panel and new control panels for the Blower/PEW/Powerhouse processor panel (BPPHPP) and Aeration West Processor Panel (AWPP) which will reincorporate the existing SCADA input/output (I/O) signals. In addition, Tetra Tech will conduct a factory test at the panel builder's fabrication facility to fully test the new control panels before they arrive at the WWTP. This phase also involves setup and*

**Tetra Tech**  
1136 Oak Valley Drive, Suite 100, Ann Arbor, MI 48108  
Tel 734.665.6000 Fax 734.665.2570 [www.tetrattech.com](http://www.tetrattech.com)

*configuration of the new Wonderware Human Machine Interface (HMI) software along with converting and redrawing the existing Wonderware Intouch software to allow better operational navigation and ease of use. The Wonderware HMI will also be upgraded to include a new navigational menu system which will enhance operator effectiveness. The upgrades included in Phase-1 will parley into Phase-2 and Phase-3 indicated below which will include programming of the upcoming Fishbeck WWTP upgrades projects (SWRF and ARPA).*

**Phase-2 (this proposal)** will consist of programming and integration of the work that Fishbeck designed for the SWRF project. For this phase Tetra Tech will provide programmable logic controller (PLC) and human machine interface (HMI) programming and onsite deployment related to control panels Primary Processor Panel (PPP), Aeration West Processor Panel (AWPP) additional signals, and Aeration East Processor Panel (AEPP) and integration of a new prepackaged blower systems for blowers No. 1 through No. 5.

*Phase-3 (future proposal) consists of programming and integration of the work included in the Fishbeck ARPA project. For this phase Tetra Tech will provide programmable logic controller (PLC) and human machine interface (HMI) programming and onsite deployment related to additional signals added to control panels Aeration East Processor Panel (AEPP), Blower/PEW/Powerhouse processor panel (BPPHPP).*

Programming of HMI and PLC components will include software manual control and automatic control schemes programmed using Tetra Tech's honed Rockwell Logix based PLC programming standards.

Tetra Tech will complete the following tasks:

### **SCADA PROGRAMMING**

#### **PHASE-2:**

Provide PLC programming, HMI graphics creation and onsite deployment (startup) of the new signals related to the Fishbeck SWRF upgrade project which includes input/output point additions to panels AWPP, BPPHPP, AEPP and PPP plus integrate the blower signals.

- Configure the new network hardware within the new NP-1 network rack and within PPP, AEPP panels.
- Program and configure the new BPPHPP, PPP, AWPP and AEPP control panel wireless access-points to allow wireless connectivity to the new wireless iPad tablet computers.
- Provide PLC and HMI programming of the new Blower/PEW/Powerhouse Processor Panel (BPPHPP) signal for building temperature.
- Provide integration of the five new pre-packaged Blowers and related discharge valves.
- Provide PLC and HMI programming for the new Aeration West Processor Panel (AWPP) signals for Aeration Tank 5-7 dissolved oxygen meters, Aeration Valves V-305 and V-306, and Aeration Tank 5-7 Airflow.



- Provide PLC and HMI programming for the new Aeration East Processor Panel (AEPP) signals for Aeration Tank 1-4 flowrate and Aeration Tank 1A, 1B, 2A, 2B, 3A, 3B, 4A and 4B Dissolved Oxygen meters.
- Provide PLC and HMI programming for the new Primary Processor Panel (PPP) signals for CD-1, CD-2 and CD-3 motors, HVAC failure indicators, EF-101 Air Flow Monitor, MAN-101 Air Flow, Sump Fail, Valve V-101 to V-106 Positioning Valve control, Primary Sludge Flow (FIT-140), Primary Sludge Wetwell High Level, Grinder signal monitoring, PSP1-3 control, Primary Scum Wetwell Level (LIT-130) and Primary Scum Wetwell LSH-130 & LSL-130.
- Incorporate (program) the new running and fault signals for exhaust fans EF-201, EF-202 and EF-3 and provide 5-days of onsite startup to fully commission the new PLC & HMI programming integration.
- Provide 5-days of onsite startup to commission the software for the signals related to the AWPP panel.
- Provide 5-days of onsite startup to commission the software for the signals related to the AEPP panel.
- Provide 7-days of onsite startup to commission the software for the signals related to the PPP panel.
- Provide 5-days of onsite startup to integrate the five new prepackaged blowers.
- Provide ½ -days of onsite startup to commission the software for the signals related to the BPPHPP panel.
- Provide two half days (8-hours total) of onsite system Training.

#### **ASSUMPTIONS**

- The Myrtle lift station signals related to the Fishbeck ARPA project will be programmed by others.
- Programming for panels DPP and SPP will occur in the future and are not included as part of this proposal.

#### **SCHEDULE**

We are prepared to begin immediately upon your authorization to proceed and our work will be timed to coincide with the construction contractor schedule. Construction for the Phase-2 project is currently underway.

#### **COMPENSATION**

Compensation for our personnel directly engaged in the work of this proposal will be time and material not to exceed fee of:

Phase-1	Project Underway
Phase-2	\$157,000



Phase-3 Future Proposal

We will not exceed this amount without the City's written authorization.

If you concur with our proposal, please sign in the space provided below and return one signed copy of this proposal to indicate your authorization to proceed. Our Standard Terms and Conditions are attached and considered a part of this proposal.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,  
Tetra Tech, Inc.

Sincerely,

Mick S. Jones, P.E.  
Senior Project Manager

Vic Cooperwasser, P.E.  
Senior Project Manager

**PROPOSAL ACCEPTED BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

*Jackson WWTP SCADA Programming (Phase-2) Proposal*



# Tetra Tech of Michigan, PC

## Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 12, 2023  
**SUBJECT:** **Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 840 Bush Street**

---

**Recommendation:**

**Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 840 Bush Street and authorize the Mayor and City Clerk to execute the appropriate documents.**

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

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

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** September 12, 2023

**RECOMMENDATION:** Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 840 Bush Street and authorize the Mayor and City Clerk to execute the appropriate documents.

## SUMMARY

The City has requested that Consumers Energy perform one installation of a new streetlight at 840 Bush Street. Attached is an Authorization for Change in Standard Lighting Contract form, Resolution for City Council Adoption, an invoice for \$100 and additional information from Consumers.

## BUDGETARY CONSIDERATIONS

The estimated installation charge for the installation of the new streetlight is \$100.00.

## HISTORY, BACKGROUND and DISCUSSION

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

## DISCUSSION OF THE ISSUE

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

## POSITIONS

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

---

## ATTACHMENTS

**RESOLUTION**

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

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

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

STATE OF MICHIGAN  
COUNTY OF JACKSON

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

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

Dated:

\_\_\_\_\_

\_\_\_\_\_

Municipal Customer Type: City



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

Contract Number: 103033105687

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

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

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

Notification Number(s): 1067768844

Comments:

City of JACKSON

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

(Signature)

Daniel Mahoney

(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.



A CMS Energy Company

**CEM Support Center**

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

August 25, 2023

NOTIFICATION #:  
1067768844

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

REFERENCE: 840 BUSH ST, JACKSON

Dear Valued Customer,

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

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

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

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

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

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

Tanya Gilroy at 616-251-0574



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

**Amount Due: \$100.00**  
**Please pay by: September 08, 2023**

▶ <b>Invoice Number</b>	9325411887
<b>PO Number</b>	
<b>PO Date</b>	
<b>Bill Date</b>	08/25/23

▶ **Account: 3000 2147 0541** ◀

▶ 840 BUSH ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1067768844 -

### NONENERGY INVOICE

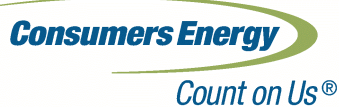
DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	\$100.00	\$100.00
<b>TOTAL DUE:</b>			<b>\$100.00</b>

**See Page 2 for Payment Options.**

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

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

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



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

PREPAYMENT REQUEST

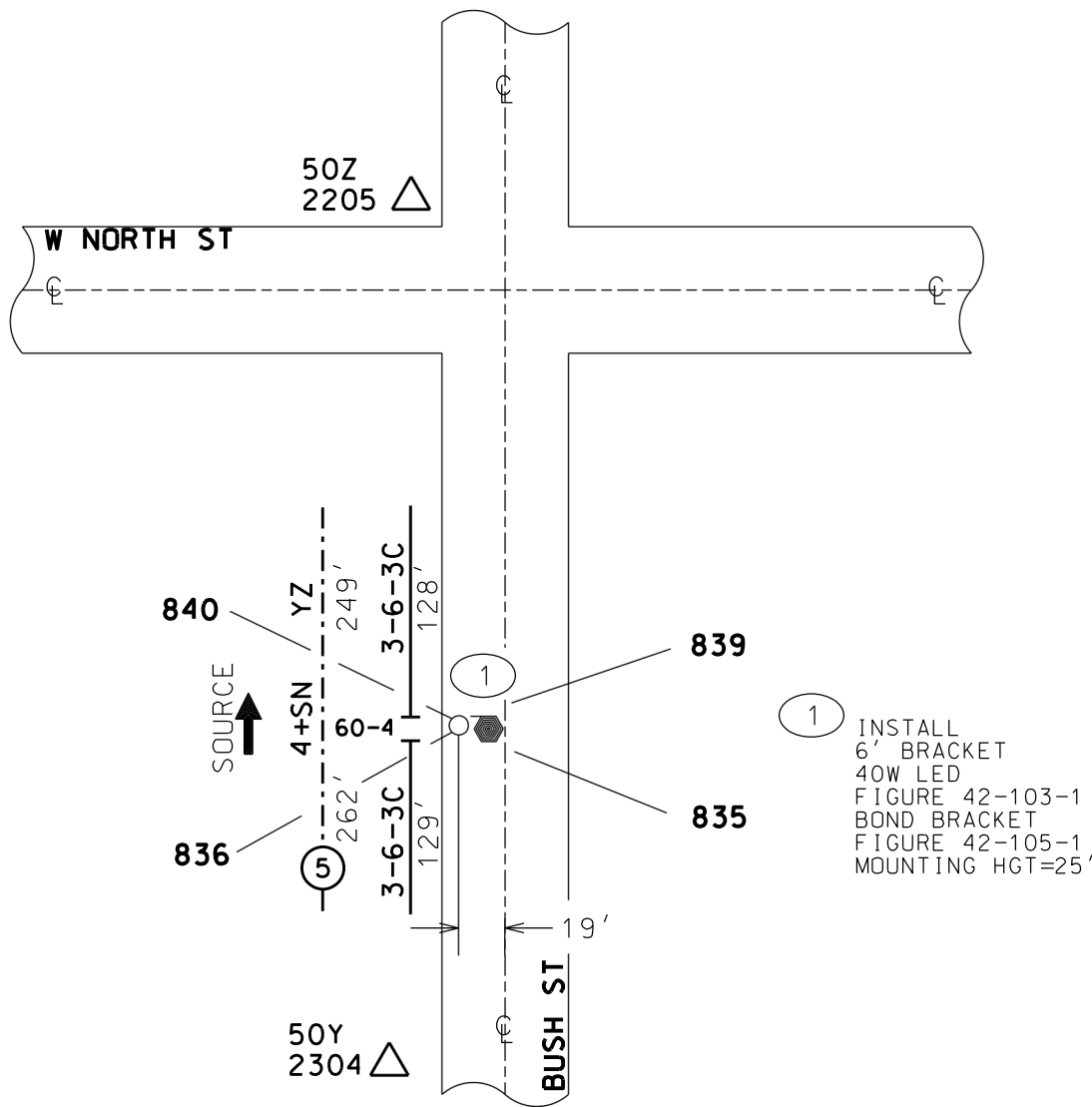
**Account: 3000 2147 0541**


**Amount Due: \$100.00**  
**Please pay by: September 08, 2023**  
▶ **Enclosed:**

6 330034562692 000000100008 0000 2056 6 300021470541 H

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

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



METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION		840 BUSH ST ECNC STL			
				CM NO.100007332628			
<b>CONSUMERS ENERGY CONTACTS</b>			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ECNC	STL	1067768844	11540016	
COORDINATOR	TANYA GILROY	616-251-0574					
DESIGNER	EDDIE HAIRE	517-262-1473					
CE STAKING REQ'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE: NEW STREETLIGHT		
FORESTRY REQ'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5201342304					
 A CMS Energy Company <b>ELECTRIC</b>		SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE:	
		OAK STREET		0908		601-150A	
SHEET A   SHEET 1 OF 1		SCALE 1"=100'	CIRCUIT		CKT NO.		LOCATION:
JACKSON		CO	WEST GANSON		02		NW COR NORTH & BLACKSTONE S1
BLACKMAN			TWP		T 02S R 01W SEC. 34		

SA\_BOND\_JS\_PROD\_Design2014871.dgn

07-19-2023 11:23:40

**MEMO TO:** Mayor and Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 12, 2023

**SUBJECT:** **Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc.**

---

**Recommendation:**

Approval of Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$103,054, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

Your consideration and concurrence are appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Michael Osborn, Director of Public Works  
**DATE:** September 12, 2023

**RECOMMENDATION:** Approval of Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$103,054, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

### SUMMARY

In the fall of 2022, Allied Mechanical Services, Inc. was awarded the Wastewater Treatment Plant CWSRF 2022 Improvements project at a contract price of \$11,030,000. Since beginning the work, the contractor identified various issues based on existing conditions that need to be addressed to complete the overall project. In addition to the issues addressed in Change Orders No. 1 and No.2, this change order will address additional work needed in the blower building, the aeration valve controls, and Primary Clarifiers 1–6. To proceed with these changes to the existing contract, the change order to modify the contract price requires the approval of the City Council.

### BUDGETARY CONSIDERATIONS

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

### HISTORY, BACKGROUND and DISCUSSION

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

The items comprising this change order represent changes or additional work, labor, and materials, in the project scope which Fishbeck finds warranted. The blower building roof was found to have concrete planks that were unsupported and unsafe to continue the work without repairs and supports. Aeration tank valves required wiring and signals for operation and control: this scope was missing from the contract. Primary Clarifier Tanks 1–6 required various changes including repairing trip hazards, wall infill patches to fit the new mechanism equipment, a higher quality coating to protect against water intrusion, and rerouting conduit to avoid blocking walkway access for personnel. Fishbeck also reviewed and found the credits to be acceptable for concrete in lieu of asphalt repairs and omitting anticipated wall work that is not needed. These changes to the contract will improve the overall conditions and safety in which the maintenance crew can access the equipment housed in these facilities making it a safer working environment for staff.

### POSITIONS

Approve Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc., and authorize the City Manager and Director of Public Works to execute the appropriate documents.

**Change Order No. 3  
To Contract for  
Jackson WWTP CWSRF 2022 Improvements  
Wastewater Treatment Plant Jackson, Michigan**

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

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$11,030,000.00</b>
<b>CHANGE ORDER NO. 1</b>	<b>\$158,668.00</b>
<b>CHANGE ORDER NO. 2</b>	<b>\$704,785.00</b>
<b>CURRENT CONTRACT AMOUNT AS SET BY CHANGER ORDER NO. 1 &amp; NO. 2</b>	<b>\$11,893,453.00</b>
<b>CHANGE ORDER NO. 3</b>	<b>\$103,054.00</b>
<b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3</b>	<b>\$11,996,507.00</b>

**REASON FOR AMENDMENT:**

As outlined in the attached memo from Fishbeck, additional work is needed for the following: At Blower Building to remove and rebuild a portion of the concrete slab below the proposed wall near Doors 106B and 106C, and change the lintel above Door 106C to CMU instead of steel. To provide steel angle lintels to support the Blower Building precast roof at existing openings without steel lintels, and patch roof at installation points, and additional lintel bearing plates and stiffener plate. Additional work for the East Aeration Tank valves to provide I/O signals for Aeration Valves 301 through 304, to match I/O signals indicated on P&ID. Primary Clarifiers —6 additional concrete rehabilitation, to blast and paint six existing blind flanges in the deck; cap 10 existing conduits to avoid a trip hazard; and patch 12 existing wall recesses from previously removed equipment to allow for the installation of new equipment, and to route conduit up and over the center walkway to avoid blocking the walkway access. Traffic Membrane Water Mitigating Primer to add a moisture mitigating primer at overhang areas of the deck of Primary Clarifiers 1–6 subject to additional moisture intrusion from beneath the deck, to provide longevity of the protective traffic membrane coating. Blower Building omitting scab walls from the scope of work due to the adequate thickness of the existing foundation. The changes outlined in this change order will have no impact on the substantial completion date of May 1, 2025.

---

Prepared by Chandra Willinger  
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

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

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

ACCEPTED BY:

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

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

ACCEPTED BY:

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

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

CHANGE ORDER  
PAGE 1 OF 2

CONTRACT FOR: WWTP CWSRF 2022 Improvements  
OWNER: City of Jackson  
161 West Michigan Avenue  
Jackson, MI 49201  
CONTRACTOR: Allied Mechanical Services, Inc.  
3860 Roger B Chaffee Memorial Drive, SE  
Grand Rapids, MI 49548  
ENGINEER: Fishbeck  
39500 MacKenzie Drive, Suite 100  
Novi, MI 48377  
ATTACHMENTS: Bulletin No. 3, Proposals from AMS

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

- A. Incorporate Items Nos. 1–6 identified in Bulletin No. 3:
- ITEM NO. 1: Blower Building Door 106B Foundation and CMU  
Remove and rebuild a portion of the concrete slab below the proposed wall near Doors 106B and 106C.  
Change lintel above Door 106C to be CMU instead of steel.  
  
ADD: \$4,502.00
- ITEM NO. 2: Blower Building Roof Penetrations  
Provide steel angle lintels to support precast roof at existing openings without steel lintels.  
Patch roofing where roofing is required to be removed due to steel angle lintel installation.  
  
ADD: \$48,592.00
- ITEM NO. 3: East Aeration Valve Control  
Provide I/O signals for Aeration Valves 301 through 304, to match I/O signals indicated on P&ID.  
  
ADD: \$24,582.00
- ITEM NO. 4: Blower Building West Curb and Ramp  
Change proposed concrete ramp to omit rolled curb.  
  
ADD: \$0
- ITEM NO. 5: Concrete Alternate for Asphalt  
Change pavement from asphalt to concrete above conduit crossing driveway north of Retention Basin Building.  
  
DEDUCT: \$1,500.00
- ITEM NO. 6: Blower Building Structural Support Plates  
Add lintel bearing plates.  
Add stiffener plate between brick angle and steel wide flange lintel.  
  
ADD: \$1,505.00
- B. Incorporate Change Request Proposal dated July 20, 2023:  
Proposal regarding “RFI #60 Clarifier 1-6 Additional Concrete Rehab.” dated July 20, 2023, is approved to blast and paint six existing blind flanges in the deck of Primary Clarifiers 1–6; cap 10 existing conduits to avoid trip hazard; and patch 12 existing wall recesses from previously removed equipment to allow for installation of new equipment.  
  
ADD: \$16,419.00

CHANGE ORDER  
 PAGE 2 OF 2

- C. Incorporate Change Request Proposal dated August 4, 2023:  
 Proposal regarding "Traffic Membrane Water Mitigating Primer" dated August 4, 2023, is approved to add a moisture mitigating primer at overhang areas of the deck of Primary Clarifiers 1-6 subject to additional moisture intrusion from beneath the deck, to provide longevity of the protective traffic membrane coating.  
 ADD: \$5,573.00
- D. Incorporate Change Request Proposal dated August 21, 2023:  
 Proposal regarding "RFI #73 Blower Building Scab Walls" dated August 21, 2023, is approved to delete the Blower Building scab walls from the scope of work due to adequate thickness of the existing foundation.  
 DEDUCT: \$3,996.00
- E. Incorporate Change Request Proposal dated August 28, 2023:  
 Proposal regarding "RFI #65 Clarifiers 1-6 Conduit Routed Above Walkway" dated August 28, 2023, is approved to route conduit up and over the center walkway to avoid blocking the walkway access.  
 ADD: \$7,377.00

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract time:

\$11,030,000.00

Substantial Completion: March 1, 2024

Ready for final payment: April 30, 2024

Previous Change Order Nos.: 1, 2

Net change from previous Change Orders:

\$863,453.00

426 Days

Contract Price prior to this Change Order:

Contract Time prior to this Change Order:

\$11,893,453.00

Substantial Completion: May 1, 2025

Ready for final payment: June 30, 2025

Net increase of this Change Order:

Net change of this Change Order:

\$103,054.00

0 Days

Contract Price with all approved Change Orders:

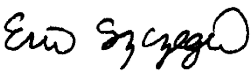
Contract Time with all approved Change Orders:

\$11,996,507.00

Substantial Completion: May 1, 2025

Ready for final payment: June 30, 2025

RECOMMENDED

By:   
 Engineer

Erin H. Szczegielniak, PE,  
 Project Manager

\_\_\_\_\_  
 Name and Title of Signatory

Date: August 28, 2023

END OF CHANGE ORDER

BULLETIN  
 PAGE 1 OF 2

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

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

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

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

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

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

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

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

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

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

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

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

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

BULLETIN  
PAGE 2 OF 2

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

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

ADD/DEDUCT: \$ 24,582.00

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

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

ADD/DEDUCT: \$ 0.00

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

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

ADD/DEDUCT: \$ (1,500.00)

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

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

ADD/DEDUCT: \$ 1,505.00

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

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

ADD/DEDUCT: \$ TBD

Contractor:

Allied Mechanical Services

Signature

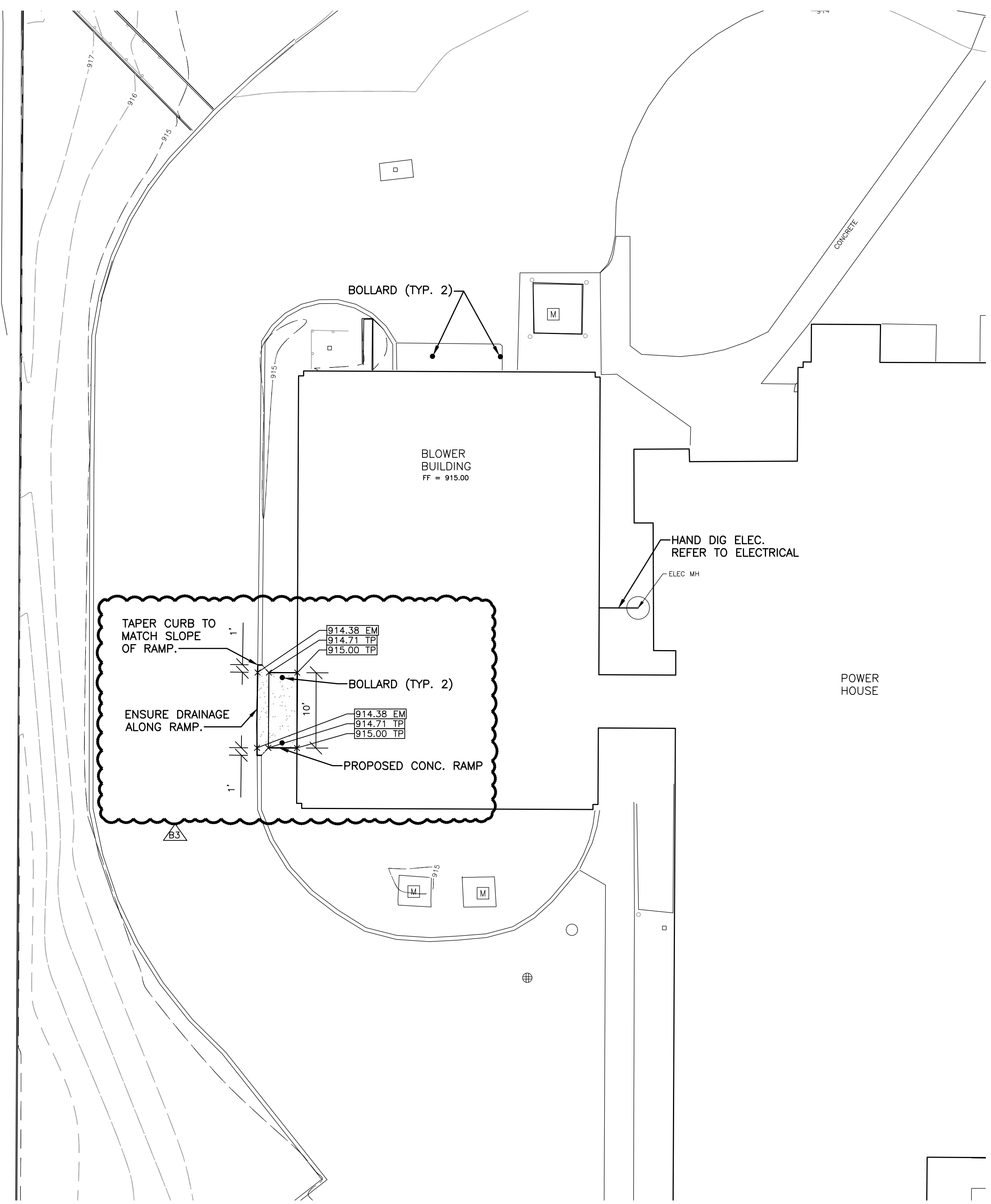
Name and Title of Signatory

Project Manager

Date

8-25-23

END OF BULLETIN



WEST  
AERATION  
TANKS 5-7

POWER  
HOUSE

**SYMBOL LEGEND**

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	ROLLED CURB
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	SPOT ELEVATION
	GRADE ELEVATION
	EDGE OF METAL
	TOP OF PAVEMENT
	LANDING (2% MAX. SLOPE ALL DIRECTIONS)
	BENCH MARK
	LIGHT
	UTILITY POLE
	PAVED SURFACE
	EXISTING CURB & GUTTER
	8" SAN. SANITARY SEWER & MANHOLE
	12" STM. STORM SEWER & MANHOLE
	CATCH BASIN CURB AND LAWN TYPE
	VALVE
	HYDRANT
	6" WTR. WATER MAIN
	4" FM. FORCE MAIN
	2" GAS. GAS MAIN
	UNDERGROUND ELECTRIC
	FIBER OPTICS
	UNDERGROUND TELEPHONE
	2" OIL. OIL TRANSMISSION LINE
	6" STEAM. UNDERGROUND STEAM
	2" SPRK. UNDERGROUND SPRINKLER
	CABLE TELEVISION

**NOTES**

- DIMENSIONS ARE TO FACE OF CURB, OUTSIDE FACE OF BUILDING, AND EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
- KEEP THE APPROVED AND/OR MOST CURRENT SET OF PROJECT DRAWINGS ON SITE AT ALL TIMES. CONTRACTOR TO CONFIRM THEY ARE IN POSSESSION OF THE MOST CURRENT DRAWING FILES.
- EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.

**SITE KEY PLAN**



**BLOWER BUILDING LAYOUT, GRADING, & UTILITY PLAN**  
SCALE: 1" = 10'  
NORTH

**REVISIONS**

7/25/2023	B3	BULLETIN NO. 3
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**10/26/2022 FOR CONSTRUCTION**

Drawn By	BEV
Designer	BEV
Reviewer	EJR
Manager	EHS

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.


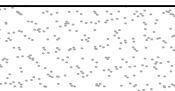

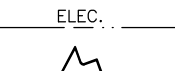

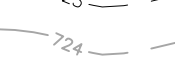
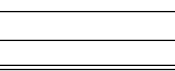

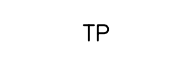


PROJECT NO.  
**210403**  
SHEET NO.

**C201**

**BENCH MARKS**

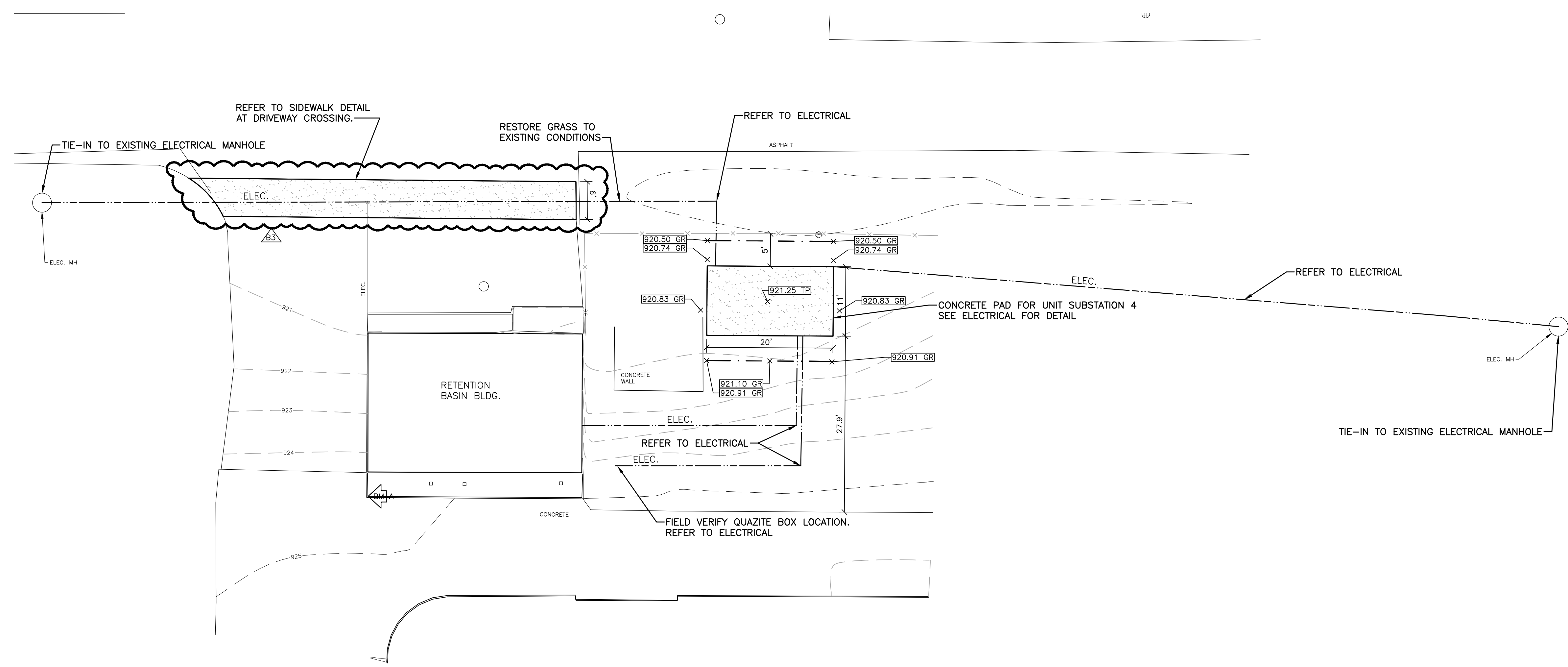
BENCH MARK A ELEVATION: 925.52  
SW CORNER OF CONCRETE SLAB ON  
SOUTH SIDE OF BRICK BUILDING AT  
NW CORNER OF LARGE RETENTION BASIN,  
EAST SIDE OF WWTP

**SYMBOL LEGEND**

-  ASPHALT PAVEMENT
-  CONCRETE PAVEMENT
-  PROPOSED ELECTRIC
-  EXISTING UNDERGROUND ELECTRIC
-  BENCH MARK
-  CONTOUR MAJOR
-  CONTOUR MINOR
-  PAVED SURFACE
-  EXISTING CURB & GUTTER
-  GRADE ELEVATION
-  TOP OF PAVEMENT

**NOTES**

1. DIMENSIONS ARE TO FACE OF CURB, OUTSIDE FACE OF BUILDING, AND EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
2. KEEP THE APPROVED AND/OR MOST CURRENT SET OF PROJECT DRAWINGS ON SITE AT ALL TIMES. CONTRACTOR TO CONFIRM THEY ARE IN POSSESSION OF THE MOST CURRENT DRAWING FILES.
3. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
4. VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO EXCAVATION WHERE NECESSARY.
5. PROTECT AND MAINTAIN SERVICE OF OTHER UTILITIES AT CROSSINGS.
6. PROVIDE AND MAINTAIN INLET FILTERS AT ALL CATCH BASIN INLETS, DURING CONSTRUCTION.
7. RESTORE ALL DISTURBED LAWN AREAS.



**UNIT SUBSTATION 4 LAYOUT & UTILITY PLAN**  
SCALE: 1" = 10'  
NORTH

**SITE KEY PLAN**



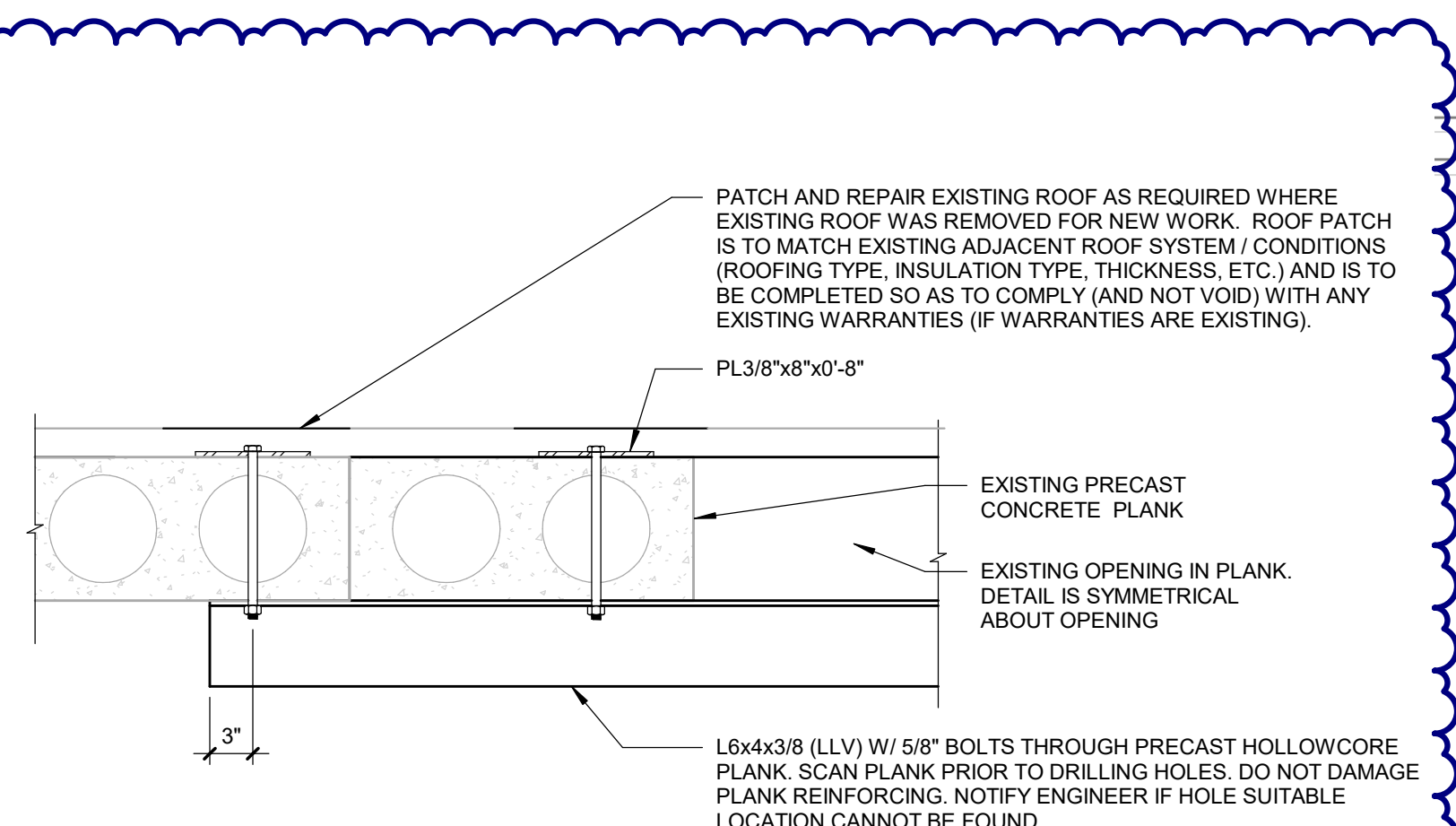
REVISIONS		
6/2/2023	B1	BULLETIN NO. 1
7/25/2023	B3	BULLETIN NO. 3

10/26/2022 FOR CONSTRUCTION	
Drawn By	BEV
Designer	BEV
Reviewer	EJR
Manager	EHS

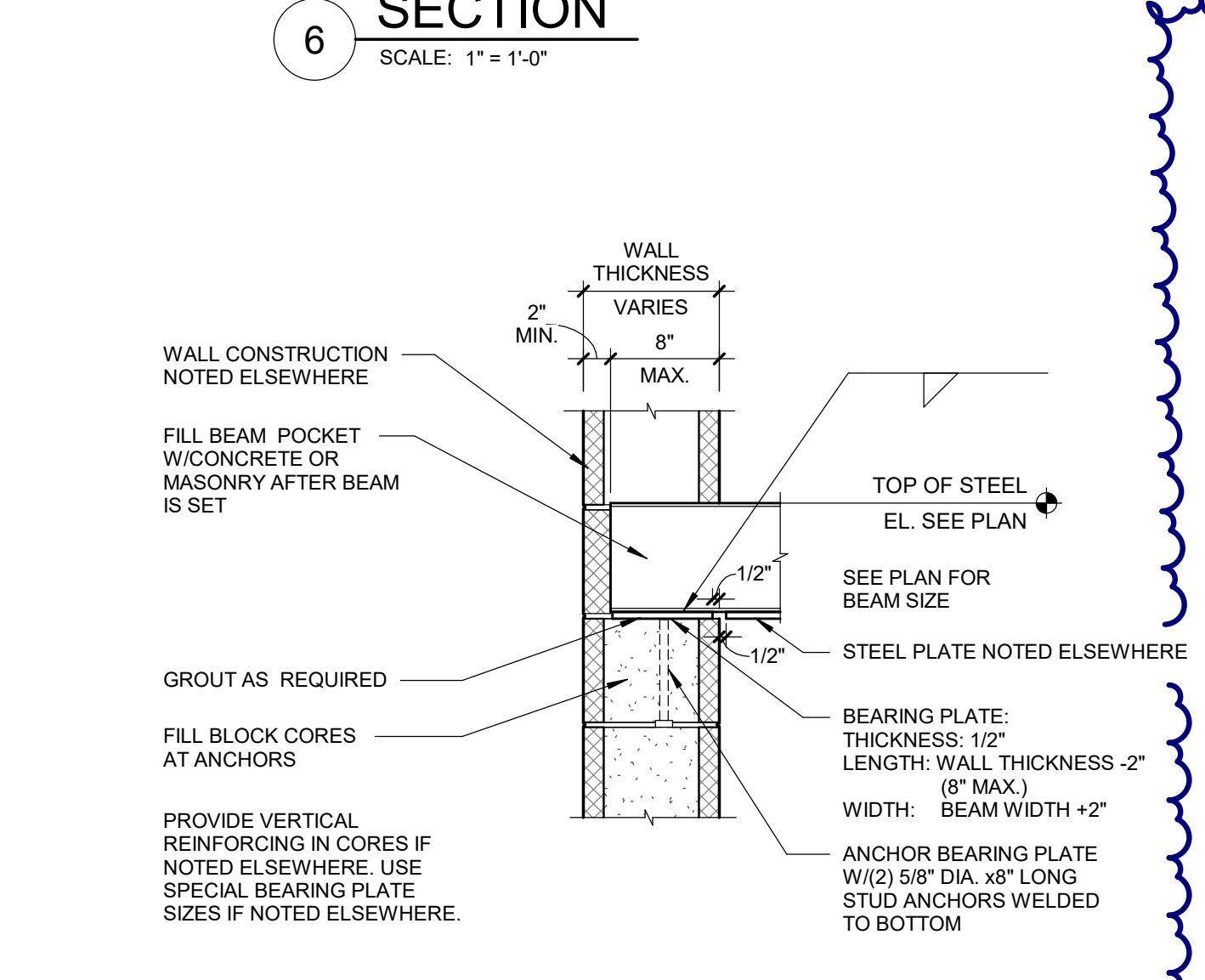
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PROJECT NO.  
**210403**  
SHEET NO.

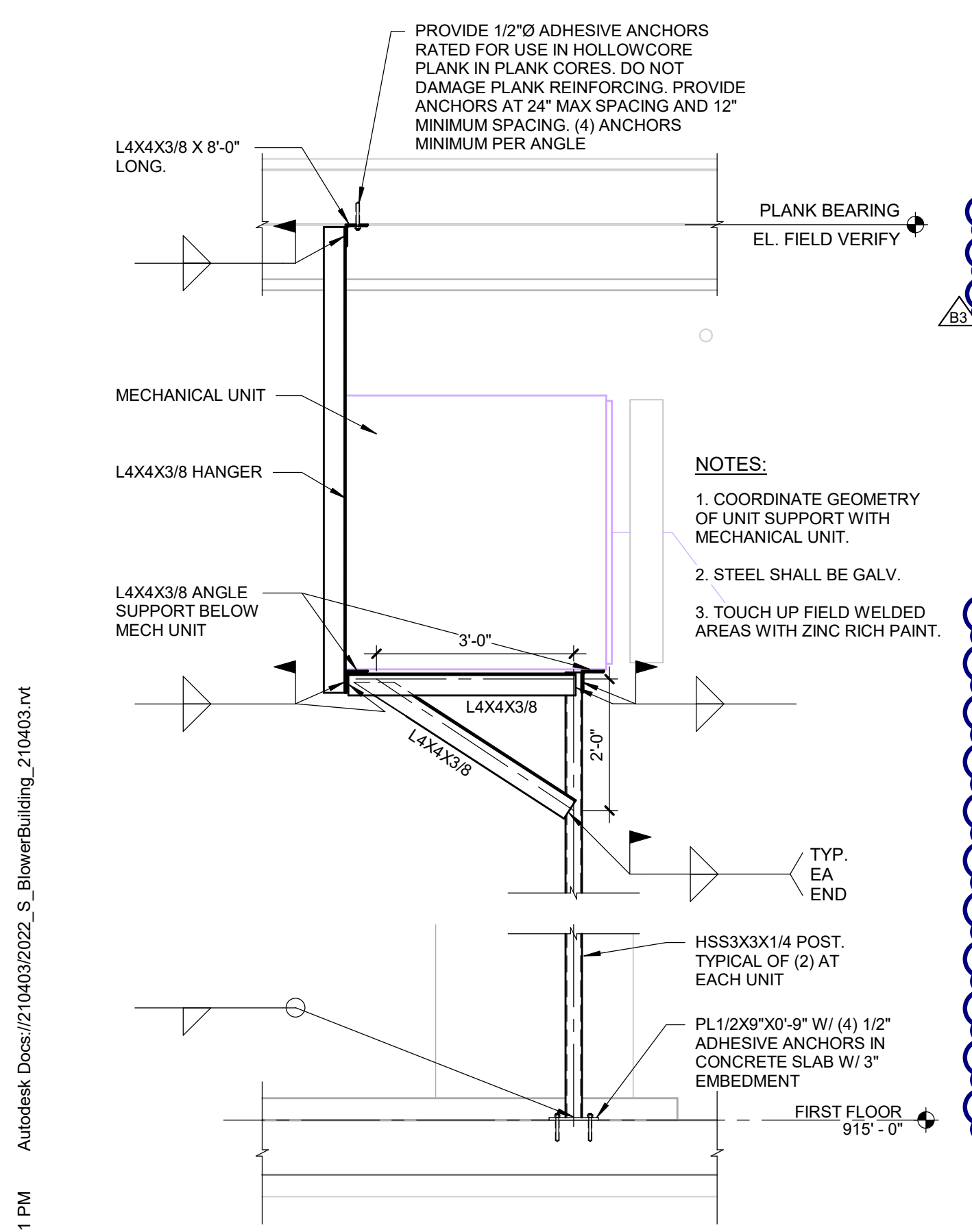
**C401**



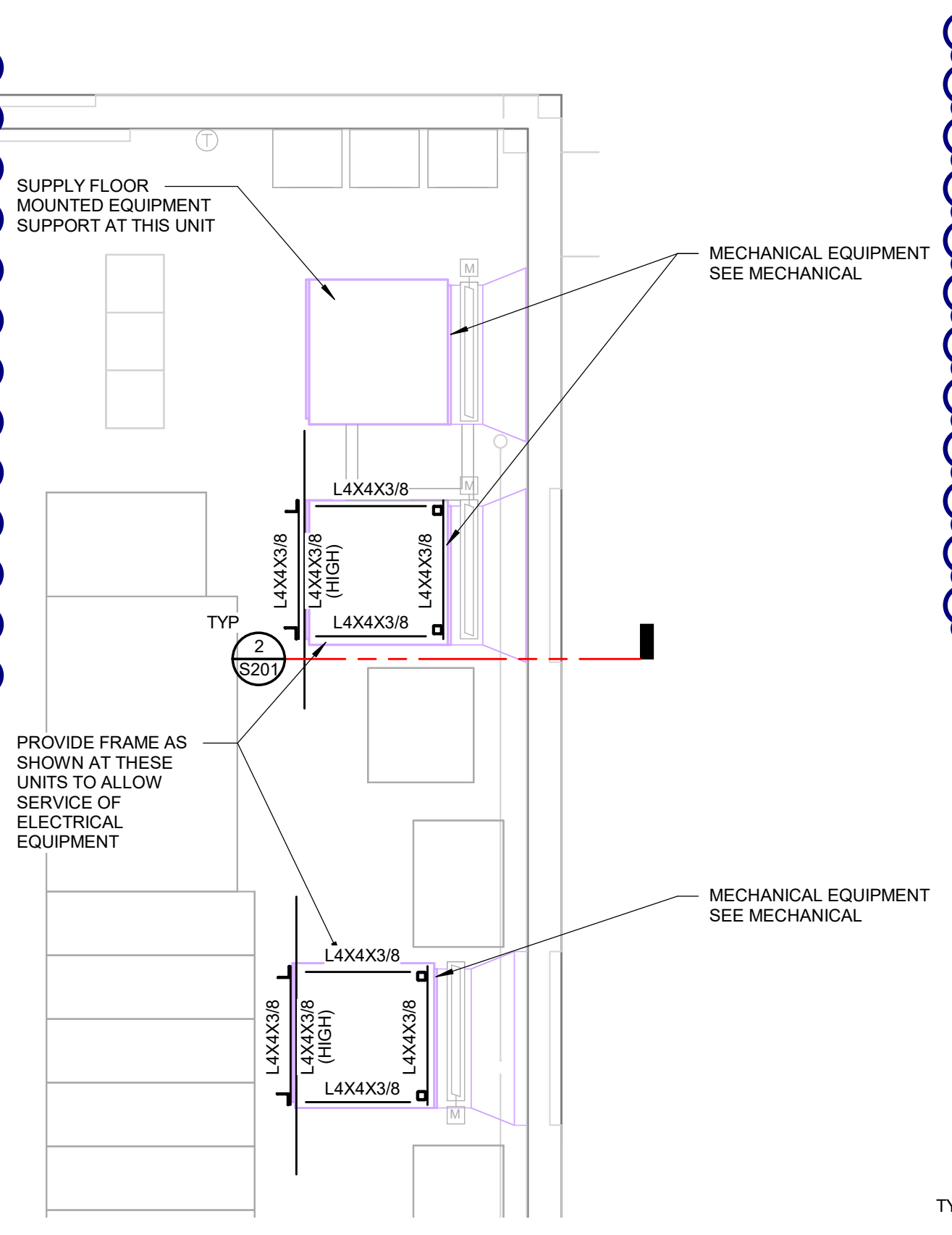
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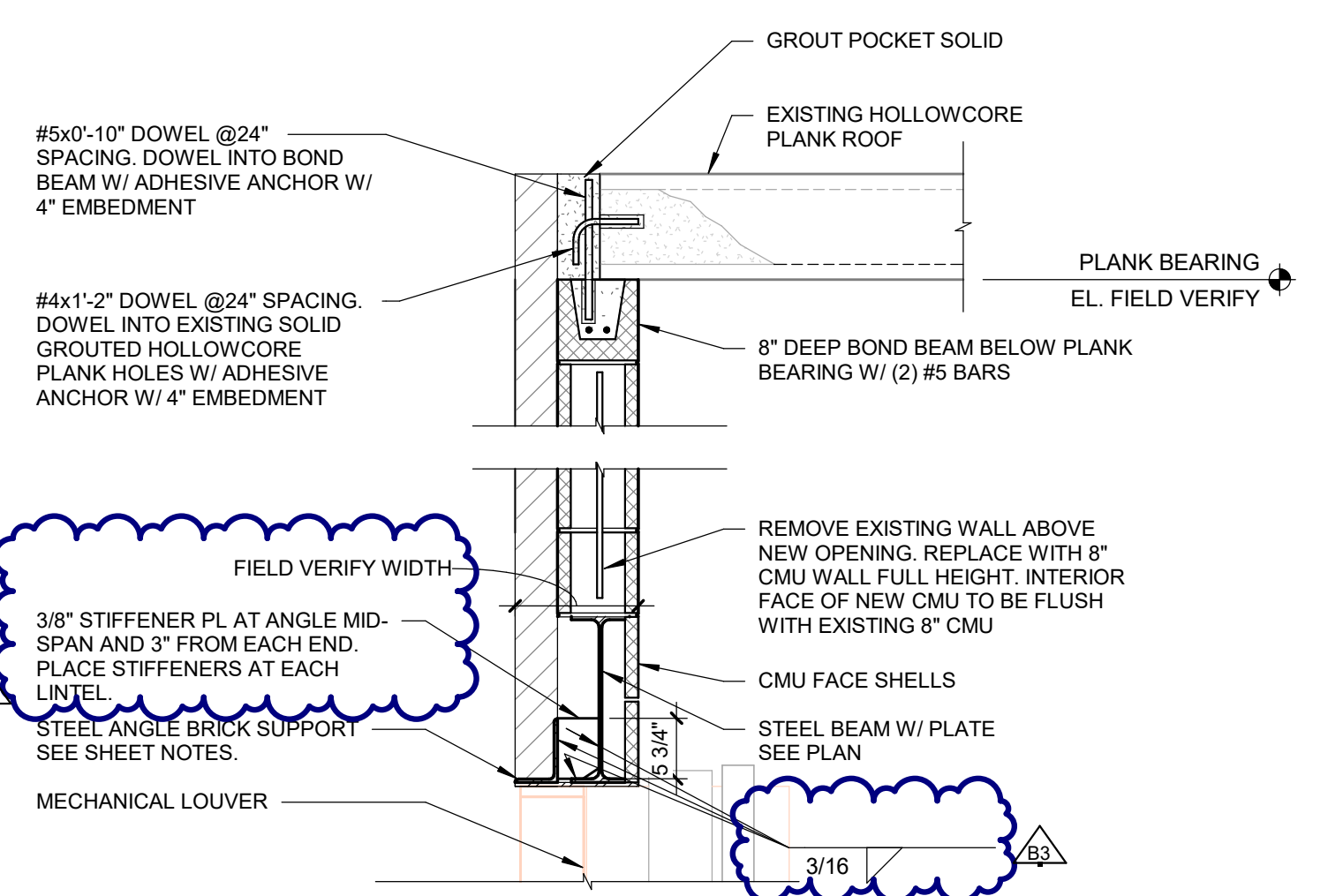
**LINTEL BEARING DETAIL**  
NO SCALE



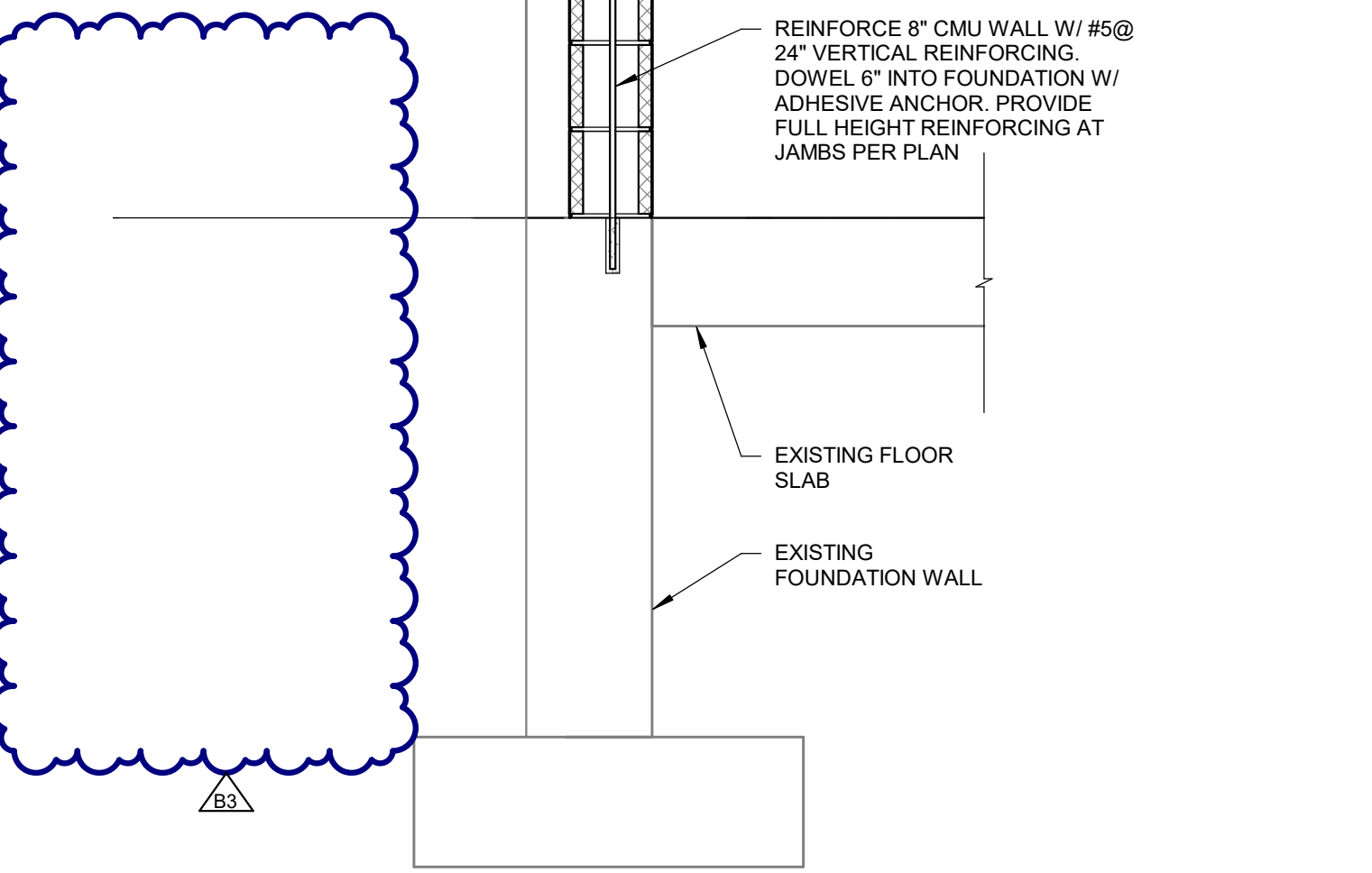
**SECTION 2**  
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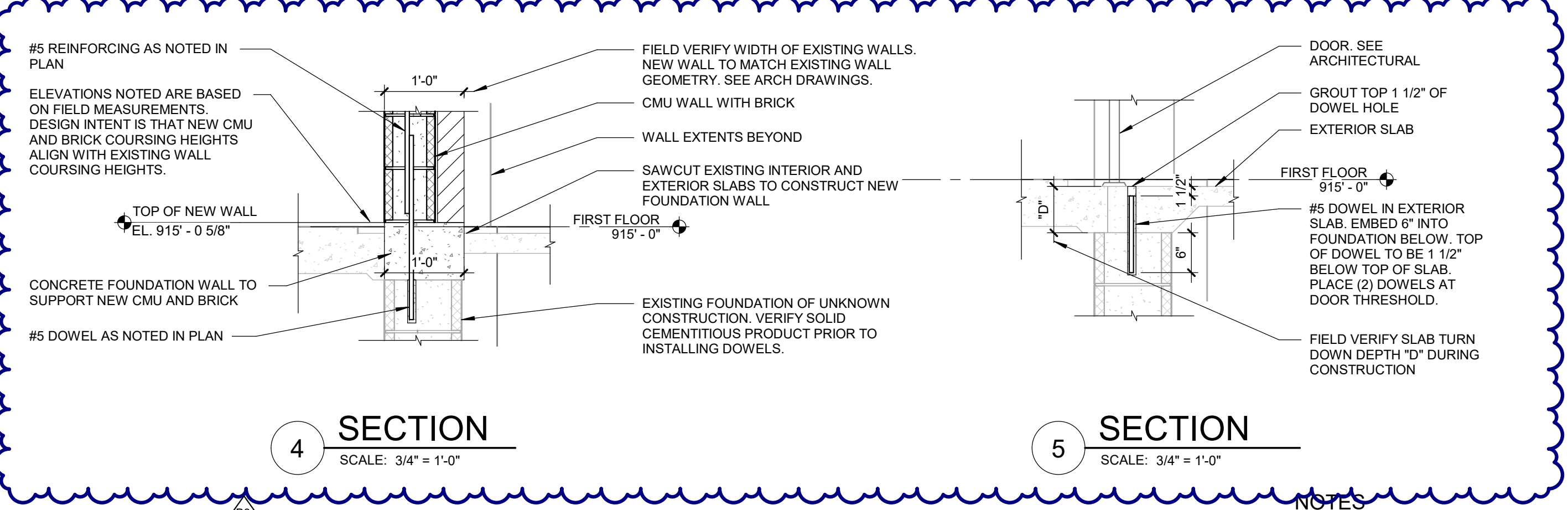
**PARTIAL BLOWER BUILDING PLAN MECHANICAL SUPPORT**  
SCALE: 1/4" = 1'-0"



**SECTION 3**  
SCALE: 1/4" = 1'-0"

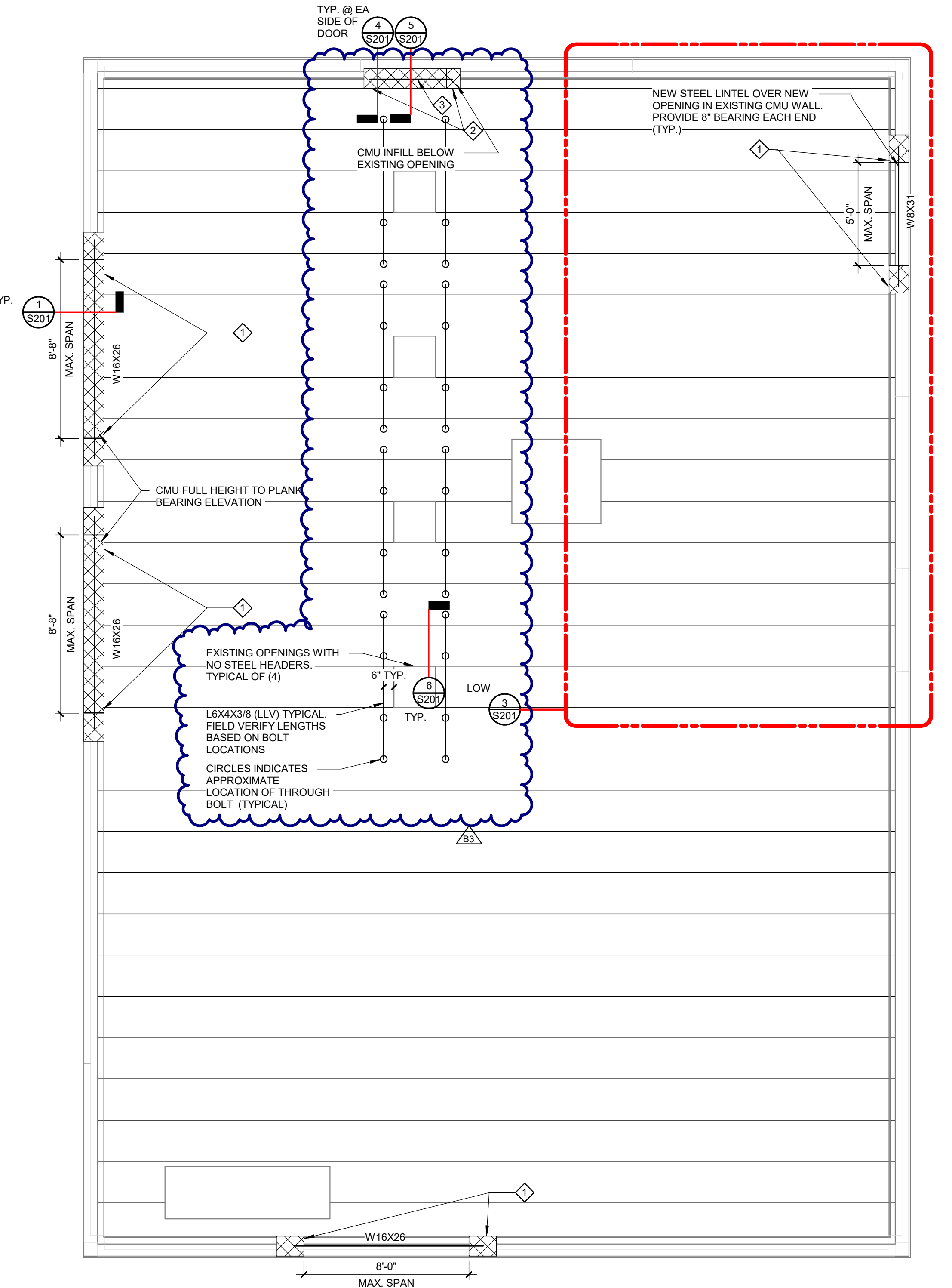


**SECTION 1**  
SCALE: 3/4" = 1'-0"



**SECTION 4**  
SCALE: 3/4" = 1'-0"

**SECTION 5**  
SCALE: 3/4" = 1'-0"



**BLOWER BUILDING ROOF PLAN**  
SCALE: 1/4" = 1'-0"

- NOTES**
- DRAWINGS HAVE BEEN CREATED BASED ON FIELD SURVEYED DATA AND EXISTING DRAWINGS. FIELD VERIFY DIMENSIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE BEGINNING WORK.
  - GALVANIZE STEEL UNO.
  - STEEL LINTELS SHALL HAVE A CONTINUOUS 3/8" THICK PLATE AT BOTTOM OF LINTEL. WIDTH OF PLATE SHALL BE WIDTH OF BLOCK LESS 1/2". LENGTH OF PLATE TO BE OPENING WIDTH LESS 1". WELD PLATE TO BEAM WITH 3/16" STITCH WELD ALTERNATING AT 3-12 WITH 3" EA END EA SIDE OF PLATE.
  - OPENING SHALL HAVE L6x3 1/2x 5/16 LOOSE LINTEL FOR BRICK SUPPORT.
  - COORDINATE LINTEL HEIGHTS AND WALL OPENING SIZES WITH MECHANICAL AND ARCHITECTURAL.
- KEY NOTES**
- REINFORCE EXISTING WALL FIRST (2) CELLS EACH SIDE OF OPENING WITH #5 VERTICAL REINFORCEMENT. GROUT CELLS SOLID FROM FOUNDATION TO ROOF. REMOVE CMU FACING AS REQUIRED AND REPAIR TO REINFORCE. SEE ARCHITECTURAL FOR EXTENTS OF OPENINGS. COORDINATE REQUIRED OPENING SIZES WITH MECHANICAL.
  - INFILL EXISTING OPENING W/ 8" CMU. REINFORCE EACH JAMB W/ (1) #5 BAR DOWELED INTO FOUNDATION W/ ADHESIVE ANCHOR AND 6" EMBEDMENT.
  - THIS HEADER ONLY TO BE CMU BOND BEAM TYPE HEADER. 8" DEEP WITH (2) #5 REINFORCING BARS. PROVIDE 8" BEARING AT EACH END.

PLOT INFO: 7/25/2023 3:52:01 PM Autodesk Docs/7210403/2022\_S\_BlowerBuilding\_210403.rvt

REVISIONS	
10/26/2022	B3 BULLETIN NO. 3

10/26/2022 FOR CONSTRUCTION

Drawn By RJM  
Designer TSG  
Reviewer DJV  
Manager EHS

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.  
**210403**

SHEET NO.

**S201**

INPUT/OUTPUT LIST AND WIRING SCHEDULE									
DESCRIPTION	IO TYPE	DESTINATION		WIRING			CONDUIT SIZE	SIGNAL TYPE	REMARKS
		FROM	TO	#16TSP	#14	#12			
BLWR-CP									
BLOWER 1 DISCHARGE PRESSURE	AI	PIT-271	BLWR-CP	1	-	-	-	4-20mA	COMBINE SIMLAR SIGNALS
BLOWER 2 DISCHARGE PRESSURE	AI	PIT-272	BLWR-CP	1	-	-	-	4-20mA	COMBINE SIMLAR SIGNALS
BLOWER 3 DISCHARGE PRESSURE	AI	PIT-273	BLWR-CP	1	-	-	-	4-20mA	COMBINE SIMLAR SIGNALS
BLOWER 4 DISCHARGE PRESSURE	AI	PIT-274	BLWR-CP	1	-	-	-	4-20mA	COMBINE SIMLAR SIGNALS
BLOWER 1 VFD	CAN	BLOWER 1 VFD	BLWR-CP	-	-	-	3/4"	CAN-BUS	PROVIDE BELDEN 3109A OR EQUAL
BLOWER 2 VFD	CAN	BLOWER 2 VFD	BLWR-CP	-	-	-	3/4"	CAN-BUS	PROVIDE BELDEN 3109A OR EQUAL
BLOWER 3 VFD	CAN	BLOWER 3 VFD	BLWR-CP	-	-	-	3/4"	CAN-BUS	PROVIDE BELDEN 3109A OR EQUAL
BLOWER 4 VFD	CAN	BLOWER 4 VFD	BLWR-CP	-	-	-	3/4"	CAN-BUS	PROVIDE BELDEN 3109A OR EQUAL
BLOWER 5 VFD	CAN	BLOWER 5 VFD	BLWR-CP	-	-	-	3/4"	CAN-BUS	PROVIDE BELDEN 3109A OR EQUAL

INPUT/OUTPUT LIST AND WIRING SCHEDULE									
DESCRIPTION	IO TYPE	DESTINATION		WIRING			CONDUIT SIZE	SIGNAL TYPE	REMARKS
		FROM	TO	#16TSP	#14	#12			
AWPP									
AERATION TANK 5A DISOLVED OXYGEN	AI	AE-315A	AIT-315B	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 5A DISOLVED OXYGEN	AI	AIT-315A	AWPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 5B DISOLVED OXYGEN	AI	AE-315B	AIT-315B	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 5B DISOLVED OXYGEN	AI	AIT-315B	AWPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 6A DISOLVED OXYGEN	AI	AE-316A	AIT-316A	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 6A DISOLVED OXYGEN	AI	AIT-316A	AWPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 6B DISOLVED OXYGEN	AI	AE-316B	AIT-316B	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 6B DISOLVED OXYGEN	AI	AIT-316B	AWPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 7A DISOLVED OXYGEN	AI	AE-317A	AIT-317A	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 7A DISOLVED OXYGEN	AI	AIT-317A	AWPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 7B DISOLVED OXYGEN	AI	AE-317B	AIT-317B	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 7B DISOLVED OXYGEN	AI	AIT-317B	AWPP	1	-	-	3/4"	4-20mA	-
VALVE POSITION CONTROL	AO	V-305	AWPP	-	2	-	3/4"	4-20mA	-
VALVE POSITION FEEDBACK	AI	V-305	AWPP	-	2	-	4-20mA	-	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-305	AWPP	-	2	-	3/4"	120VAC	-
VALVE POSITION CONTROL	AO	V-306	AWPP	-	2	-	3/4"	4-20mA	-
VALVE POSITION FEEDBACK	AI	V-306	AWPP	-	2	-	4-20mA	-	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-306	AWPP	-	2	-	3/4"	120VAC	-
VALVE POSITION CONTROL	AO	V-307	AWPP	-	2	-	3/4"	4-20mA	-
VALVE POSITION FEEDBACK	AI	V-307	AWPP	-	2	-	4-20mA	-	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-307	AWPP	-	2	-	3/4"	120VAC	-
AERATION TANK 5 AIR FLOWRATE	AI	FE-325	FIT-325	-	-	-	3/4"	-	MANUFACTURER'S CABLE
AERATION TANK 5 AIR FLOWRATE	AI	FIT-325	AWPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 6 AIR FLOWRATE	AI	FE-326	FIT-326	-	-	-	3/4"	-	MANUFACTURER'S CABLE
AERATION TANK 6 AIR FLOWRATE	AI	FIT-326	AWPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 7 AIR FLOWRATE	AI	FE-327	FIT-327	-	-	-	3/4"	-	MANUFACTURER'S CABLE
AERATION TANK 7 AIR FLOWRATE	AI	FIT-327	AWPP	1	-	-	3/4"	4-20mA	-

INPUT/OUTPUT LIST AND WIRING SCHEDULE									
DESCRIPTION	IO TYPE	DESTINATION		WIRING			CONDUIT SIZE	SIGNAL TYPE	REMARKS
		FROM	TO	#16TSP	#14	#12			
AEPP									
AERATION TANK 1 AIR FLOWRATE	AI	FE-321	FIT-321	-	-	-	3/4"	-	MANUFACTURER'S CABLE
AERATION TANK 1 AIR FLOWRATE	AI	FIT-321	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 2 AIR FLOWRATE	AI	FE-322	FIT-322	-	-	-	3/4"	-	MANUFACTURER'S CABLE
AERATION TANK 2 AIR FLOWRATE	AI	FIT-322	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 3 AIR FLOWRATE	AI	FE-323	FIT-323	-	-	-	3/4"	-	MANUFACTURER'S CABLE
AERATION TANK 3 AIR FLOWRATE	AI	FIT-323	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 4 AIR FLOWRATE	AI	FE-324	FIT-324	-	-	-	3/4"	-	MANUFACTURER'S CABLE
AERATION TANK 4 AIR FLOWRATE	AI	FIT-324	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 1A DISOLVED OXYGEN	AI	AE-311A	AIT-311A	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 1A DISOLVED OXYGEN	AI	AIT-311A	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 1B DISOLVED OXYGEN	AI	AE-311B	AIT-311B	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 1B DISOLVED OXYGEN	AI	AIT-311B	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 2A DISOLVED OXYGEN	AI	AE-312A	AIT-312A	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 2A DISOLVED OXYGEN	AI	AIT-312A	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 2B DISOLVED OXYGEN	AI	AE-312B	AIT-312B	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 2B DISOLVED OXYGEN	AI	AIT-312B	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 3A DISOLVED OXYGEN	AI	AE-313A	AIT-313A	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 3A DISOLVED OXYGEN	AI	AIT-313A	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 3B DISOLVED OXYGEN	AI	AE-313B	AIT-313B	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 3B DISOLVED OXYGEN	AI	AIT-313B	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 4A DISOLVED OXYGEN	AI	AE-314A	AIT-314A	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 4A DISOLVED OXYGEN	AI	AIT-314A	AEPP	1	-	-	3/4"	4-20mA	-
AERATION TANK 4B DISOLVED OXYGEN	AI	AE-314B	AIT-314B	-	-	-	3/4"	-	MAUFACTURES CABLE
AERATION TANK 4B DISOLVED OXYGEN	AI	AIT-314B	AEPP	1	-	-	3/4"	4-20mA	-
VALVE POSITION CONTROL	AO	V-301	AEPP	-	2	-	3/4"	4-20mA	-
VALVE POSITION FEEDBACK	AI	V-301	AEPP	-	2	-	4-20mA	-	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-301	AEPP	-	2	-	3/4"	120VAC	-
VALVE POSITION CONTROL	AO	V-302	AEPP	-	2	-	3/4"	4-20mA	-
VALVE POSITION FEEDBACK	AI	V-302	AEPP	-	2	-	4-20mA	-	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-302	AEPP	-	2	-	3/4"	120VAC	-
VALVE POSITION CONTROL	AO	V-303	AEPP	-	2	-	3/4"	4-20mA	-
VALVE POSITION FEEDBACK	AI	V-303	AEPP	-	2	-	4-20mA	-	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-303	AEPP	-	2	-	3/4"	120VAC	-
VALVE POSITION CONTROL	AO	V-304	AEPP	-	2	-	3/4"	4-20mA	-
VALVE POSITION FEEDBACK	AI	V-304	AEPP	-	2	-	4-20mA	-	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-304	AEPP	-	2	-	3/4"	120VAC	-

INPUT/OUTPUT LIST AND WIRING SCHEDULE									
DESCRIPTION	IO TYPE	DESTINATION		WIRING			CONDUIT SIZE	SIGNAL TYPE	REMARKS
		FROM	TO	#16TSP	#14	#12			
PPP									
CD1 IN AUTO	DI	MCC12	PPP	-	2	-	3/4"	120VAC	-
CD1 RUNNING	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD1 FAULT/OVERLOAD	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD1 HIGH TORQUE WARNING	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD1 HIGH TORQUE ALARM	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD1 START/STOP	DO	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD2 IN AUTO	DI	MCC12	PPP	-	2	-	3/4"	120VAC	-
CD2 RUNNING	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD2 FAULT/OVERLOAD	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD2 HIGH TORQUE WARNING	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD2 HIGH TORQUE ALARM	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD2 START/STOP	DO	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD3 IN AUTO	DI	MCC12	PPP	-	2	-	3/4"	120VAC	-
CD3 RUNNING	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD3 FAULT/OVERLOAD	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD3 HIGH TORQUE WARNING	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD3 HIGH TORQUE ALARM	DI	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
CD3 START/STOP	DO	MCC12	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
HVAC FAILURE STROBEHORN	DO	UA-173A	PPP	-	2	-	3/4"	120VAC	-
HVAC FAILURE STROBEHORN	DO	UA-173B	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
HVAC FAILURE STROBEHORN	DO	UA-173C	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
EF-101 AIR FLOW MONITOR	AI	EF-CONTROLLER	PPP	1	-	-	3/4"	4-20mA	-
EF-101 DAMPER CLOSED	DI	EF-101 STARTER	PPP	-	2	-	3/4"	120VAC	-
EF-101 FAULT	DI	EF-101 STARTER	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
MAU-101 AIR FLOW LOW/STOPPED	DI	MAU-101 CONTROLLER	PPP	-	2	-	3/4"	120VAC	-
MAU-101 FAULT	DI	MAU-101 CONTROLLER	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
SUMP FAIL	DI	SUMP CONTROLLER	PPP	-	2	-	3/4"	120VAC	-
VALVE OPEN SIGNAL	DO	V-101	PPP	-	2	-	3/4"	120VAC	-
VALVE CLOSE SIGNAL	DO	V-101	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE OPENED POSITION	DI	V-101	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE CLOSED POSITION	DI	V-101	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-101	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE OPEN SIGNAL	DO	V-102	PPP	-	2	-	3/4"	120VAC	-
VALVE CLOSE SIGNAL	DO	V-102	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE OPENED POSITION	DI	V-102	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE CLOSED POSITION	DI	V-102	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-102	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE OPEN SIGNAL	DO	V-103	PPP	-	2	-	3/4"	120VAC	-
VALVE CLOSE SIGNAL	DO	V-103	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE OPENED POSITION	DI	V-103	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE CLOSED POSITION	DI	V-103	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE IN REMOTE	DI	V-103	PPP	-	2	-	-	120VAC	COMBINE SIMLAR SIGNALS
VALVE OPEN SIGNAL	DO	V-104							



August 21, 2023  
Attn: Erin Szczegieliak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI #63 Foundation at OH Door 106B.

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

- Rebuild slab under masonry walls.
- Additional vertical reinforcing and lintel modification.

**Total Cost .....\$4,502.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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

Allied Mechanical Services

Cost summary

Jackson WWTP RFI 63

Date;

8/21/2023

Material	Rate	Hours/Units	Total
			\$0.00
<b>Equipment</b>			
Total Material & Equip			\$0.00
<b>Labor</b>			
Project Manager	\$108.70		\$0.00
Foreman	\$104.35	2	\$208.70
Journeyman	\$100.00	2	\$200.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$408.70
<b>OT Premium</b>			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00
<b>Sheet Metal Shop Labor</b>			
Foreman	\$108.70	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00
Total Material, Equipment, & Labor			\$408.70
<b>Subcontractors</b>			
Murray Paint			\$0.00
Centennial			\$0.00
Grand River			\$3,506.00
Total Subcontractors			\$3,506.00
Subtotal			\$3,914.70
Total Value of Extra			\$4,501.91

REFERENCE: Bulletin 3; RFI\_63; RFI\_81 DATE: 8/18/2023

PROJECT: Jackson WWTP CWSRF Improvements Project

DESCRIPTION: ITEM 1: Remove & rebuild portion of concrete slab below proposed wall near doors 106B & 106C.

Given that the 8x10 lintel has already been fabricated, hot dipped galvanized & delivered to the jobsite for the  
lintel over door 106C, GRC has elected to proceed using this lintel with the additional information provided in  
RFI\_81 with the added vertical reinforcing. Holes to be drilled in lintel for vertical resteel to pass through.  
Welding of lintel to top and bottom of lintel to be performed by AMS/others.

A. Equipment, Materials, and Supplies

Dowels, Hilti Epoxy Adhesive, Vertical Reinforcing		260.00	
Concrete Material		300.00	
Small Tools & Sawcutter		292.00	
GRC Trucking (sawcutter machine & resteel)		650.00	
		<hr/>	
	Subtotal	1,502.00	
	Sales Tax 6%	90.12	
	Overhead 10%	159.21	
		<hr/>	
	<b>Material Total</b>		1,751.33

B. Labor:

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	8.00	\$95.00	760.00
Carpenter	0.00	\$62.19	0.00
Laborer	16.00	\$47.84	765.50
Finisher	0.00	\$60.37	0.00
Operator	0.00	\$78.71	0.00
			<hr/>
		Subtotal	1,525.50
		Overhead 15%	228.83
			<hr/>
		<b>Labor Total</b>	1,754.33

C. Subcontractors

		<hr/>	
	Subtotal	0.00	
	Overhead 10%	0.00	
		<hr/>	
	<b>Subcontractor Total</b>		0.00
		<hr/>	
	<b>TOTAL A+B+C</b>		<b>3,505.66</b>
	<b>TOTAL ITEM 1:</b>		<b>3,506.00</b>



August 21, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI #71 Blower Intake Openings Precast Support

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

- Scan existing precast panels.
- Install plates and angles.
- Roof removal and patch.

**Total Cost** .....**\$48,592.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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

Allied Mechanical Services

Cost summary

Jackson WWTP RFI 71

Date;

8/21/2023

Material	Rate	Hours/Units	Total
			\$0.00
<b>Equipment</b>			
Total Material & Equip			\$0.00

<b>Labor</b>			
Project Manager	\$108.70	1	\$108.70
Foreman	\$104.35	4	\$417.40
Journeyman	\$100.00	0	\$0.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$526.10

<b>OT Premium</b>			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00

<b>Sheet Metal Shop Labor</b>			
Foreman	\$108.70	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00

Total Material, Equipment, & Labor \$526.10

<b>Subcontractors</b>		
Murray Paint		\$0.00
Centennial		\$0.00
Grand River		\$41,728.00
Total Subcontractors		\$41,728.00
Subtotal		\$42,254.10
	15.00%	
Total Value of Extra		<u>\$48,592.22</u>

REFERENCE: \_\_\_\_\_ DATE: 8/21/2023  
 PROJECT: Jackson WWTP CWSRF Improvements Project  
 DESCRIPTION: ITEM 2: Provide steel angle lintels to support precast roof at existing openings without steel lintels.  
Patch roofing where roofing is required to be removed due to steel angle lintel installation. Scan deck prior to  
installing lintels & 5/8" bolts to ensure existing reinforcing in docks plank is not damaged.

A. Equipment, Materials, and Supplies

Two (2) Scissor Lifts - Two Weeks @ \$475/ea per week	1,900.00	
Trucking In/Out Scissor Lifts from Grand Rapids	1,300.00	
Vac/Drills/Bits	800.00	
Material Lift (Duct hoist)	<u>1,381.06</u>	
	Subtotal	5,381.06
	Sales Tax 6%	322.86
	Overhead 10%	<u>570.39</u>
	<b>Material Total</b>	<b>6,274.32</b>

B. Labor:

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	80.00	\$95.00	7,600.00
Carpenter	0.00	\$62.19	0.00
Laborer	152.00	\$47.84	7,272.29
Finisher	0.00	\$60.37	0.00
Operator	0.00	\$78.71	0.00
		Subtotal	<u>14,872.29</u>
		Overhead 15%	<u>2,230.84</u>
		<b>Labor Total</b>	<b>17,103.13</b>

C. Subcontractors

McDonald Roofing	6,532.00	
Soils & Structures (Engineering)	1,050.00	
Certified Sheet Metal inc. delivery	7,010.00	
Concrete Cutting & Breaking	<u>2,090.00</u>	
	Subtotal	16,682.00
	Overhead 10%	<u>1,668.20</u>
	<b>Subcontractor Total</b>	<b>18,350.20</b>
	<b>TOTAL A+B+C</b>	<u><b>41,727.65</b></u>
	<b>TOTAL ITEM 2:</b>	<b>41,728.00</b>



8/17/2023

RE: Jackson Wastewater Treatment Plant  
Buildings: Primary Sludge Bld. & Blower Bld.

Scope of work consists of the following:

Blower building:

- 1) Remove ballast stone from areas that will receive new 8"x 8" metal plates.
- 2) Remove existing roofing down to the concrete deck in the areas of the new steel plates.
- 3) Return the existing ballast stone.

**Provide materials and labor on Blower Bld. \$6,532.00**

Thank you again for this great opportunity.

Tony Rowdon

Project Manager

## David Nyhuis

---

**Subject:** FW: Jackson WWTP Shoring



**Dave Nyhuis**

**Project Manager & Estimator**

*Grand River Construction, Inc.*

P: (616) 669-5611

C: (616) 437-6555

[www.grandriverconstruction.com](http://www.grandriverconstruction.com)



---

**From:** Jason Bissonette <[jbissonette@soilsandstructures.com](mailto:jbissonette@soilsandstructures.com)>

**Sent:** Monday, August 7, 2023 8:43 AM

**To:** David Nyhuis <[DNyhuis@grandriverconstruction.com](mailto:DNyhuis@grandriverconstruction.com)>

**Subject:** RE: Jackson WWTP Shoring

A single invoice was sent over July 31 for \$3,950.00.

\$2,900.00 for shoring

\$1,050.00 for supporting end of plank @ existing holes Bulletin 3 Item #2

Do you need a revised invoice showing the break out? Or will this email suffice?

Jason Bissonette, P.E., S.E.

Ann Arbor Office Manager

Structural Engineer



Geotechnical Engineering | Pavement Design Services

Structural Steel Detailing | Structural Engineering

Laboratory Testing | Construction Materials Testing

3905 Varsity Dr., Ann Arbor, MI 48108

Direct (231) 375-5549

Cell (248) 767-7156

[www.soilsandstructures.com](http://www.soilsandstructures.com)

Ann Arbor ■ Muskegon ■ Traverse City ■ Upper Peninsula

(800) 933-3959



---

**From:** David Nyhuis <[DNyhuis@grandriverconstruction.com](mailto:DNyhuis@grandriverconstruction.com)>

**Sent:** Monday, August 7, 2023 8:35 AM

**To:** Jason Bissonette <[jbissonette@soilsandstructures.com](mailto:jbissonette@soilsandstructures.com)>

**Subject:** RE: Jackson WWTP Shoring

**Importance:** High



**CERTIFIED**  
SHEET METAL

1665 Holton Road Muskegon, Mi 49445-1498  
Phone 231.744.2461 Fax 231.744.9156

2458 Waldorf Ct. NW Grand Rapids, Mi 49544-1472  
Phone 616.791.6900 Fax 616.791.8701

Please visit our website at [www.certifiedsheetmetal.com](http://www.certifiedsheetmetal.com)

**Bulletin #3**

1- W16x26# lintel for cable tray HDG

1- Added items to existing lintels that included bearing plates and extra welded clips on lintels. **Bulletin Item 6**

\$1,190.00

8- 6"x4"x 3/8" angle iron roof supports with 32- 8"x8" plates with clearance hole for 5/8" anchors. Threaded rods will also be provided. All items will be HDG. **Bulletin Item 2**

\$6,360.00

1- One extra mechanical unit fabricated same as others that were quoted using 3" square tube steel uprights and 4"x4"x 3/8" angle for hanging supports

8- Kynar coated 24-gauge steel flashings fabricated per the dimensions and details provided. This is quoted using firestones charcoal grey material.

All orders accepted by us with the understanding that we are not to be held liable for non-delivery because of transportation difficulties, labor strikes, fire, defense priorities, war, flood, accidents at factory or any other cause beyond our control.

It is hereby expressly understood and agreed that no verbal statements or agreements made by any agent or representative of the company, nor by any person on its behalf, shall be binding upon the company unless explicitly set forth in this proposal.

All prices quoted are subject to change without notice. Terms: Net due within ten (10) days from date of invoice. Any unpaid balance after thirty (30) days from date of billing is subject to 1 1/2 % per month which amounts to 18 % per year.

This proposal is subject to your acceptance within thirty (30) days and to approval by an officer of the company. When so approved (and not before) it will constitute a contract between us.

**CERTIFIED SHEET METAL, LLC**

\_\_\_\_\_  
NATE HESSE Project Manager

ACCEPTED:  
\_\_\_\_\_

APPROVED:  
CERTIFIED SHEET METAL, LLC

by \_\_\_\_\_

by \_\_\_\_\_

date \_\_\_\_\_

date \_\_\_\_\_



# Concrete Cutting & Breaking Co.

4303 3 Mile Rd NW  
Grand Rapids, MI 49534  
PHONE - 800-748-0047

Service offices in Florida, Indiana, Michigan, New York and Ohio  
www.concut.com

Job Location	Quote #	54618-1
Jackson WWTP Blower Bldg.		
Address		
City/State	Jackson, MI,	
Customer	<b>GRAND RIVER CONSTRUCTION</b>	
Contact	PO #	
Address	PO BOX 323	Mobile #
City/State	HUDSONVILLE, MI, 49426	Job/DOT #
Contact	David Nyhuis	Date
		8/15/23
Main #	6166695611	Fax
		6166693466
Email	Dnyhuis@grandriverconstruction.com c 616-437-6555	
Notes		

Description	Qty	UoM	Unit Price	Ext Price
GPR scan one area of precast, hollow core concrete panel roof 34' x 4'6". Includes scanning top side(roofing material removed down to slab by others) and from bottom side if necessary.(scaffold or lift provided by others). Includes one move-in.	1	LS	\$2,090.00	\$2,090.00
Access to Work Area: Roofing material removed down to concrete	Height of Work Area: Roof slab, 12' above inside floor slab. Scaffold by others.	<b>Total:</b>		<b>\$2,090.00</b>
Slurry Control:	Material and Re-Steel:			
Electric Supply:	Water Supply:			

**Insurance: commercial general liability and umbrella:**

General Liability limits of \$2,000,000 per occurrence, \$4,000,000 aggregate and Umbrella coverage of \$8,000,000 applies. Any additional insurance coverage requirements will be covered by customer.

**Owner/contractor responsible for the following:**

- Lay-out and/or structural engineering design of openings.
- Damage to un-marked utilities in saw cut area.
- Work Permits.
- Providing on site location for disposal of slurry/water.
- Protection of surrounding area, and final clean-up.
- Traffic/safety control.
- Work to be performed by union employees from outside the local union area. If additional workers are needed to to meet local union requirements they are to be paid for by others.

**Price Based on the following conditions unless otherwise stated:**

- Concrete reinforcement based upon normal re-steel.
- Work to be performed in a continuous manner, during standard work week hours.
- Work area must be free of all obstructions prior to scheduled arrival.
- Air temperatures above 32 degrees F.
- No concrete removal.
- No handling or saw cutting of hazardous material (IE lead based paint, asbestos, etc.)
- Upon completion of cutting operations C.C.B. will no longer be responsible for job site silica dust.

**Price good for 60 days and is subject to change if conditions vary from this quotation.**

- Term: 30 days for approved accounts.

\_\_\_\_\_  
Dan Bolthouse  
dbolthouse@concut.com

Date \_\_\_\_\_

\_\_\_\_\_  
Proposal Accepted By:

Date \_\_\_\_\_



August 2, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI #68 East Aeration Tank Valves Controls.Rev.1

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

- Provide and install conduit, flex connectors, and conductors to (4) valves.

**Total Cost .....\$24,582.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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

Allied Mechanical Services

Cost summary

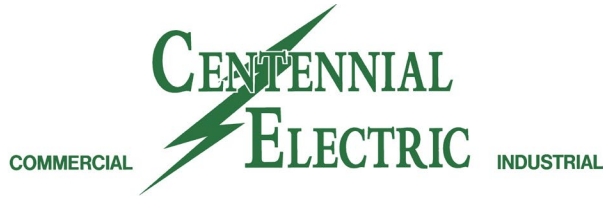
Jackson WWTP RF1 68

Date;

8/2/2023

<b>Material</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Total</b>
			\$0.00
<b>Equipment</b>			
			\$0.00
Total Material & Equip			\$0.00
<b>Labor</b>			
Project Manager	\$108.70		\$0.00
Foreman	\$104.35	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$0.00
<b>OT Premium</b>			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00
<b>Sheet Metal Shop Labor</b>			
Foreman	\$108.70	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00
Total Material, Equipment, & Labor			\$0.00
<b>Subcontractors</b>			
Murray Paint			\$0.00
Centennial			\$24,582.00
Grand River			\$0.00
Total Subcontractors			\$24,582.00
Subtotal			\$24,582.00
Total Value of Extra			0.00%
			<b>\$24,582.00</b>

O 517.543.9900  
F 517.543.9911



PO BOX 490  
POTTERVILLE, MI 48876

7/18/2023

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

RE: City of Jackson WWTP CWSRF 2022 Improvements- East Aeration Valves V-301-304 4-20mA and 120V Controls- RFI #68

Dear Mr. Sweet,

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

- Extend PVC Coated RMC to V-301-304 for 120v and 4-20mA controls, added conduits in this quote are extensions of conduits running to controls shown on drawings as part of base bid
- Flexible connections for controls conduits to each of 4 valves
- Conductors from each of 4 valves back to AEPP
- Excludes any instrumentation changes, SCADA programming by others

Material:	12,437.00
Labor:	11,398.00
Tax:	746.00
OH&P:	<del>3,575.00</del>
<b>Total:</b>	<b>\$ <del>28,157.00</del></b> <b>\$24,582.00</b>

Please do not hesitate to contact me with any questions.

Sincerely,

Trevor Strang  
Project Manager  
Centennial Electric LLC

## Bid Summary Report

Jackson WWTP Estimator: Mike

Job #2043

**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

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

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
East Aeration V301-304 Controls	\$12,437.40	100.00%	\$12,437.40	114.99	100.00%	114.99

### Top Sheet

Raw Cost	\$23,835.41	Sales per Month	\$0.00
Tax	\$746.24	Return per Month	\$0.00
Raw Cost with Tax	\$24,581.65	Price per Square Foot	\$0.00
Overhead	\$3,575.31	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$3,575.31	Job Months	0.00
Total Return %	12.70%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	99.12
Price	\$28,156.96	Workers per Day	0.00
Bond	\$0.00	Total Hours	114.99
Sell Price	<b>\$28,156.96</b>	Markup Sales Tax (Overhead)	No
Adjusted Sell	\$0.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 0.00%	\$0.00	Use Bond Table	No

### Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
Journeyman 252	100.00%	114.99	\$99.12	\$0.00	0.00%	\$11,398.01
Foreman 252	0.00%	0.00	\$113.99	\$0.00	0.00%	\$0.00
General Foreman 252	0.00%	0.00	\$123.90	\$0.00	0.00%	\$0.00
<b>Totals</b>	<b>100.00%</b>	<b>114.99</b>	<b>\$99.12</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$11,398.01</b>

## Bid Summary Report

Jackson WWTP Estimator: Mike

Job #2043

Mark Ups	OVERHEAD				PROFIT	
	Total	%	Amount	%	Amount	
Materials	\$12,437.40	+ 15.00%	\$14,303.01	+ 0.00%	\$14,303.01	
Labor	\$11,398.01	+ 15.00%	\$13,107.71	+ 0.00%	\$13,107.71	
Supplier Quotes	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00	
SubContractors	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00	
Direct Job Expense	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00	
Equipment Rental	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00	
Fixtures Quotes	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00	
<b>Totals</b>	<b>\$23,835.41</b>	<b>15.00%</b>	<b>\$27,410.72</b>	<b>0.00%</b>	<b>\$27,410.72</b>	

Tax Report	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$12,437.40	6.00%	\$746.24
Labor	\$11,398.01	0.00%	\$0.00
Supplier Quotes	\$0.00	6.00%	\$0.00
SubContractors	\$0.00	6.00%	\$0.00
Direct Job Expense	\$0.00	6.00%	\$0.00
Equipment Rental	\$0.00	6.00%	\$0.00
Fixtures Quotes	\$0.00	6.00%	\$0.00
		<b>Total Tax:</b>	<b>\$746.24</b>

Job Name: Jackson WWTP  
 Job Number: 2043  
 Extension Name: East Aeration V301-304 Controls

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
<b>Label Set: Combined, Combined, Combined, Combined, Combined</b>					<b><u>\$12,437.40</u></b>			<b><u>114.99</u></b>		<b><u>100%</u></b>	<b><u>100%</u></b>
CCode: <undefined>					<u>\$3,622.75</u>			<u>24.91</u>		<u>29.13%</u>	<u>21.66%</u>
60,294	1 1/2" Stainless U Bolt	16.00	\$9.48	E	\$151.68	0.17	E	2.67			
60,295	1 5/8" Stainless Strut	16.00	\$4,365.21	C	\$698.43	10.00	C	1.60			
60,296	#16 TSP	1,720.00	\$1,612.00	M	\$2,772.64	12.00	M	20.64			
CCode: Branch Rough					<u>\$7,647.90</u>			<u>68.50</u>		<u>61.49%</u>	<u>59.57%</u>
1,262	3/4 GRC	-260.00	\$615.17	C	(\$1,599.44)	6.00	C	-15.60	cb		
1,263	1 GRC	260.00	\$881.10	C	\$2,290.86	7.00	C	18.20	cb		
2,731	3/4 LOCKNUT	-52.00	\$127.96	C	(\$66.54)	0.12	E	-6.24	cb		
2,732	1 LOCKNUT	52.00	\$222.60	C	\$115.75	0.13	E	6.76	cb		
2,769	3/4 BUSH PLASTIC	-26.00	\$158.23	C	(\$41.14)	0.12	E	-3.12	cb		
2,770	1 BUSH PLASTIC	26.00	\$239.74	C	\$62.33	0.13	E	3.38	cb		
4,576	3/4 GRC/PVC C BODY	8.00	\$146.02	E	\$1,168.16	0.65	E	5.20	cb		
4,612	3/4 GRC/PVC T BODY	8.00	\$190.40	E	\$1,523.20	1.00	E	8.00	cb		
5,490	3/4 FLEX WP	40.00	\$305.31	C	\$122.12	5.00	C	2.00	cb		
5,502	3/4 FLEX WP CONN	8.00	\$3,112.13	C	\$248.97	0.18	E	1.44	cb		
5,550	3/4 FLEX WP 90 CONN	8.00	\$5,137.63	C	\$411.01	0.22	E	1.76	cb		
60,297	3/4 GRC BEND	16.00	\$0.00	X	\$0.00	12.00	C	1.92	cb		
60,298	3/4 GRC/PVC COATED	280.00	\$1,218.79	C	\$3,412.61	16.00	C	44.80	cb		
CCode: Straps					<u>\$668.31</u>			<u>0.84</u>		<u>5.37%</u>	<u>0.73%</u>
3,130	3/4 GRC CHNL STRAP	-32.50	\$509.13	C	(\$165.47)	3.00	C	-0.98	cs		
3,131	1 GRC CHNL STRAP	32.50	\$579.61	C	\$188.37	3.00	C	0.98	cs		
4,859	3/4 GRC/PVC CHNL STP	28.00	\$23.05	E	\$645.40	3.00	C	0.84	cs		
CCode: Lugs/Termination/Ground					<u>\$3.96</u>			<u>7.84</u>		<u>0.03%</u>	<u>6.82%</u>
5,736	12 GA TERMINATION	32.00	\$0.00	X	\$0.00	0.14	E	4.48	sl		
5,761	#14 CONTROL TERMINATON	24.00	\$0.00	X	\$0.00	0.14	E	3.36	sl		
5,837	RED 3M WIRE NUT	32.00	\$12.37	C	\$3.96	0.00	C	0.00	sl		
CCode: Branch Wire					<u>\$494.48</u>			<u>12.90</u>		<u>3.98%</u>	<u>11.22%</u>
60,277	14 THHN CU STRANDED	2,580.00	\$191.66	M	\$494.48	5.00	M	12.90	wb		
					<b><u>\$12,437.40</u></b>			<b><u>114.99</u></b>			



July 20, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI #75 Concrete Drive Patch

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

- Provide and install concrete drive patch per sidewalk at drive crossing detail on drawing C001 in lieu of asphalt.

**Total Deduct .....(\$1,500.00)**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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

## Bob Sweet

---

**From:** David Nyhuis <DNyhuis@grandriverconstruction.com>  
**Sent:** Thursday, June 29, 2023 8:35 AM  
**To:** Dave Stuart  
**Cc:** Bob Sweet; Mike Witt  
**Subject:** RE: concrete patch instead of blacktop

Bob & Dave,

I would like to pursue placing concrete back in lieu of asphalt patching over at the substation 4 pad. Grand River is willing to offer a credit of \$1,500.00 to switch to concrete. Can you check with Fishbeck and see if this is a viable option?

Thanks,



**Dave Nyhuis**

**Project Manager & Estimator**

*Grand River Construction, Inc.*

*P: (616) 669-5611*

*C: (616) 437-6555*

[www.grandriverconstruction.com](http://www.grandriverconstruction.com)



---

**From:** Dave Stuart <dstuart@alliedmechanical.com>  
**Sent:** Wednesday, June 28, 2023 11:06 AM  
**To:** David Nyhuis <DNyhuis@grandriverconstruction.com>  
**Cc:** Bob Sweet <bsweet@alliedmechanical.com>  
**Subject:** concrete patch instead of blacktop

Morning David,

I talked with the city this morning, they do not have a problem with concrete going back into patch area at duct bank location.

I have not looked to see if there is anything in spec or prints that would not allow this.

Probley would need approved by Fishbeck

Thanks Dave



August 21, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: Bulletin 3 item 6.

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

- Provide lintel bearing plates and stiffener plates.

**Total Cost .....\$1,505.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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

Allied Mechanical Services

Cost summary

Jackson WWTP Bulletin 3 Item 6

Date;

8/21/2023

Material	Rate	Hours/Units	Total
			\$0.00
<b>Equipment</b>			
Total Material & Equip			\$0.00
<b>Labor</b>			
Project Manager	\$108.70		\$0.00
Foreman	\$104.35	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$0.00
<b>OT Premium</b>			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00
<b>Sheet Metal Shop Labor</b>			
Foreman	\$108.70	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00
Total Material, Equipment, & Labor			\$0.00
<b>Subcontractors</b>			
Murray Paint			\$0.00
Centennial			\$0.00
Grand River			\$1,309.00
Total Subcontractors			\$1,309.00
Subtotal			\$1,309.00
Total Value of Extra			15.00%
			<b>\$1,505.35</b>

REFERENCE: Bulletin 3; Submittal 05 50 00.1 DATE: 8/18/2023  
 PROJECT: Jackson WWTP CWSRF Improvements Project  
 DESCRIPTION: ITEM 6: Add lintel bearing plates & stiffener plate between brick angle and steel wide flange lintel.  
Exclusions: Welding of bearing plate to lintel. This work to be performed by others.

A. Equipment, Materials, and Supplies

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

B. Labor:

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

C. Subcontractors

Certified Sheet Metal	1,190.00
	Subtotal 1,190.00
	Overhead 10% 119.00
<b>Subcontractor Total</b>	<b>1,309.00</b>
	<b>TOTAL A+B+C 1,309.00</b>
	<b>TOTAL ITEM 6: 1,309.00</b>



**CERTIFIED**  
SHEET METAL

1665 Holton Road Muskegon, Mi 49445-1498  
Phone 231.744.2461 Fax 231.744.9156

2458 Waldorf Ct. NW Grand Rapids, Mi 49544-1472  
Phone 616.791.6900 Fax 616.791.8701

Please visit our website at [www.certifiedsheetmetal.com](http://www.certifiedsheetmetal.com)

**Bulletin #3**

1- W16x26# lintel for cable tray HDG

1- Added items to existing lintels that included bearing plates and extra welded clips on lintels. **Bulletin Item 6**

**\$1,190.00**

8- 6"x4"x 3/8" angle iron roof supports with 32- 8"x8" plates with clearance hole for 5/8" anchors. Threaded rods will also be provided. All items will be HDG. **Bulletin Item 2**

**\$6,360.00**

1- One extra mechanical unit fabricated same as others that were quoted using 3" square tube steel uprights and 4"x4"x 3/8" angle for hanging supports

8- Kynar coated 24-gauge steel flashings fabricated per the dimensions and details provided. This is quoted using firestones charcoal grey material.

All orders accepted by us with the understanding that we are not to be held liable for non-delivery because of transportation difficulties, labor strikes, fire, defense priorities, war, flood, accidents at factory or any other cause beyond our control.

It is hereby expressly understood and agreed that no verbal statements or agreements made by any agent or representative of the company, nor by any person on its behalf, shall be binding upon the company unless explicitly set forth in this proposal.

All prices quoted are subject to change without notice. Terms: Net due within ten (10) days from date of invoice. Any unpaid balance after thirty (30) days from date of billing is subject to 1 1/2 % per month which amounts to 18 % per year.

This proposal is subject to your acceptance within thirty (30) days and to approval by an officer of the company. When so approved (and not before) it will constitute a contract between us.

**CERTIFIED SHEET METAL, LLC**

\_\_\_\_\_  
NATE HESSE Project Manager

ACCEPTED:

APPROVED:

CERTIFIED SHEET METAL, LLC

by \_\_\_\_\_

by \_\_\_\_\_

date \_\_\_\_\_

date \_\_\_\_\_



July 20, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI #60 Clarifier 1-6 Additional Concrete Rehab.

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

- Blast and paint <sup>6</sup>~~(12)~~ existing blind flanges recessed in clarifier 1-6 deck. Roll traffic membrane coating down concrete edge to pipe and provide sealant between coating and painted blind flange.
- Cap (10) existing conduits stubbed up from clarifier deck and leave in place.
- Patch (12) existing wall recesses to bring flush with face of the wall in clarifiers 1-6. Includes form work, pins, Sika Armatec 110 bonding agent, and Sikacrete 211 SCC+ product.

**Total Cost .....\$16,419.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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

Allied Mechanical Services

Cost summary

Jackson WWTP RF1 60

Date;

7/20/2023

Material	Rate	Hours/Units	Total
			\$40.00
Equipment			
Total Material & Equip			\$40.00

Labor	Rate	Hours/Units	Total
Project Manager	\$108.70		\$0.00
Foreman	\$104.35	4	\$417.40
Journeyman	\$100.00	4	\$400.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$817.40

OT Premium	Rate	Hours/Units	Total
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00

Sheet Metal Shop Labor	Rate	Hours/Units	Total
Foreman	\$108.70	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00

Total Material, Equipment, & Labor \$857.40

Subcontractors	Total
Murray Paint	\$2,855.00
Centennial	\$0.00
Grand River	\$10,565.00
Total Subcontractors	\$13,420.00
Subtotal	\$14,277.40
Total Value of Extra	15.00% <u>\$16,419.01</u>



# Grand River Construction, Inc.

General Contractors • Commercial and Industrial • Concrete Specialist

July 10, 2023

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

RE: Jackson WWTP CWSRF 2022 Improvements  
Change Request – Old Clarifier Tensioner Recess Infills

Dear Mr. Sweet,

Grand River Construction, Inc. is requesting a change order for the work scope associated with patching the twelve recesses/locations of the old clarifier tensioners per the response to RFI\_060:

- Furnish and strip formwork from walls for grout placement.
- Furnish and install 3” stainless steel helical pins per detail 1/S104.
- Furnish and place Sika Arimatec-110 bonding agent prior to grout placement.
- Furnish and place Sikacrete 211 SCC+ repair grout.

Firm Lump Sum.....\$10,565.00

Sincerely,

GRAND RIVER CONSTRUCTION, INC.

Dave Nyhuis  
Project Manager & Estimator

REFERENCE: RFI\_060 DATE: 7/10/2023  
 PROJECT: Jackson WWTP CWSRF Improvements Project  
 DESCRIPTION: Patch (12) 19" x 35" x 2" deep recesses in clarifier walls where the old clarifier's tensioners were mounted per RFI\_060. Scope of work includes forming & stripping formwork, furnishing & installing stainless steel helical pins and furnishing & installing Sikacrete 211 SCC+ to patch recesses.

A. Equipment, Materials, and Supplies

GRC Trucking			650.00	
Formwork			218.00	
Sikacrete 211 SCC+ Grout			1,200.00	
Sika Armatec-110 Bonding Agent			72.00	
Small Tools			150.00	
		Subtotal	<u>2,290.00</u>	
		Sales Tax 6%	137.40	
		Overhead 10%	<u>242.74</u>	
		<b>Material Total</b>		<b>2,670.14</b>

B. Labor:

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>		
Project Foreman	36.00	\$95.00	3,420.00	
Carpenter	0.00	\$62.19	0.00	
Laborer	72.00	\$47.84	3,444.77	
Finisher	0.00	\$60.37	0.00	
Operator	0.00	\$78.71	<u>0.00</u>	
		Subtotal	6,864.77	
		Overhead 15%	<u>1,029.72</u>	
		<b>Labor Total</b>		<b>7,894.48</b>

C. Subcontractors

	Subtotal	<u>0.00</u>	
	Overhead 10%	<u>0.00</u>	
	<b>Subcontractor Total</b>		<b><u>0.00</u></b>
	<b>TOTAL A+B+C</b>		<b><u>10,564.62</u></b>
	<b>TOTAL:</b>		<b>10,565.00</b>

REQUEST FOR INFORMATION  
PAGE 1 OF 1

CONTRACT FOR: Jackson WWTP CWSRF 2022 Improvements PROJECT NO.: 210403

OWNER: City of Jackson

CONTRACTOR: AMS

ENGINEER: Fishbeck

THE CONTRACTOR SHALL COMPLY WITH THE PROCEDURES IN DIVISION 01 SECTION "REQUESTS FOR INFORMATION."

RFI No.: 60

Fishbeck Project Manager: Erin Szczegielniak

**REQUEST**

Please provide direction for addressing the following items both from a concrete rehabilitation and traffic membrane coating standpoint. See attached pictures. Some of these may have been addressed verbally but their is no written direction.

1) There are (6) 8" existing sludge piping blind flange clean outs poured into the clarifier deck. Note: They are recessed and ponding is/will be an issue.

2) There are (10) 1" or smaller conduits that were poured horizontally in the clarifier deck and then pop up through the top.

3) There are (12) recesses 19" x 35" x 2" deep in the clarifier walls where the old clarifier tensioner's were mounted. We will be mounting a stub shaft for the new clarifier in each of these recesses. The stub shaft mounting plate is 15.5" OD. Are these recesses to be filled or left as is? If filled please provide direction. If left as is, the stub shaft mounting plate will have to set away from the wall with about 3" of grout behind it.

**RFI From:** AMS

**Signature:** Bob Sweet

**Date:** 6-1-23

**RESPONSE**

1) Paint clean out piping blind flanges. Roll traffic membrane coating down concrete edge to pipe, and provide sealant between coating and painted pipe.

2) Cap conduit not in use and do not remove.

3) Treat (12) recesses as if they are concrete spall repairs if this allows stub shaft mounting plate to be installed flush with wall face. Anchors of mounting plate (design by equipment manufacturer) shall anchor into existing concrete (extend anchors deeper than the "spall repair").

**Response From:** Fishbeck

**Signature:** Tim Smith

**Date:** 7/10/2023



**DATE: 7-17-2023**

**PROJECT: Jackson WWTP**

**SECTIONS: Painting: Flanges in Primary Clarifier Concrete**

**FROM: Tyler Lonsway**

**Cost Change: \$3,833.00**

- **Labor \$2,400.00**
- **Material \$ 455.00**
- **Equipment \$ 978.00**

**INCLUDES:**

- **Sandblasting and Coating Flanges in Primary Clarifier Concrete**
- **All Equipment and materials for coating Flanges**
- **2 coats of Macropoxy 646 Epoxy**
- **1 Coat of Acrolon 218 HS polyurethane.**

**CLARIFICATIONS:**

- **If work is performed at the same time as the Scum Wall Sleeves the equipment charges can be deducted.**

**-\$978.00**  

---

**\$2,855.00**

**Please let me know if you need anything else,**

**THANKS,**

*Tyler Lonsway  
Murray Painting  
Project Manager  
989-695-8152 Office  
989-225-7247 Cell*



August 4, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: Traffic Membrane Water Mitigating Primer

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

- Apply Moisture Mitigating Primer 70700/70701 over areas subject to moisture from underneath on the clarifiers 1-6 deck.
- Apply compatible epoxy primer 70714/70715 over exposed steel in concrete on top of clarifiers 1-6 deck.

**Total Cost .....\$5,573.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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

Allied Mechanical Services

Cost summary

Jackson WWTP Alternate Traffic Membrane Primer  
Date;

8/4/2023

<b>Material</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Total</b>
<b>Equipment</b>			
Total Material & Equip			\$0.00
<b>Labor</b>			
Project Manager	\$108.70	0	\$0.00
Foreman	\$104.35	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$0.00
<b>OT Premium</b>			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00
<b>Sheet Metal Shop Labor</b>			
Foreman	\$108.70	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00
Total Material, Equipment, & Labor			\$0.00
<b>Subcontractors</b>			
Murray Paint			\$4,846.00
Centennial			\$0.00
Grand River			\$0.00
Total Subcontractors			\$4,846.00
Subtotal			\$4,846.00
	15.00%		
Total Value of Extra			<b>\$5,572.90</b>



**DATE: 8-4-2023**

**PROJECT: Jackson WWTP**

**SECTIONS: Painting: Traffic Coating Alternative Primer**

**FROM: Tyler Lonsway**

**Cost Change: \$4,846.00**

- **Labor**           **\$1,056.00**
- **Material**       **\$3,790.00**

**INCLUDES:**

- **Material Cost for alternative primer. (Moisture Mitigating Primer 70700/70701)**
- **Epoxy Primer for exposed steel in concrete. (70714/70715 100% solids epoxy)**
- **Additional labor required to install primers.**

**Please let me know if you need anything else,**

**THANKS,**

*Tyler Lonsway  
Murray Painting  
Project Manager  
989-695-8152 Office  
989-225-7247 Cell*



August 21, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI #73 Blower Building Scab Walls

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

- Deletion of blower building scab walls from scope of work.

**Total Deduct .....\$(3,996.00)**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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



August 28, 2023  
Attn: Erin Szczegielniak  
Fishbeck  
Jackson WWTP CWSRF 2022 Improvements  
RE: RFI #65 Clarifiers 1-6 Conduit Routed Above Walkway.

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

- Run conduit on rail per the drawings and go up and over the center walkway on clarifier 1-6 deck.

**Total Cost** .....\$7,377.00

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

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

Allied Mechanical Services

Cost summary

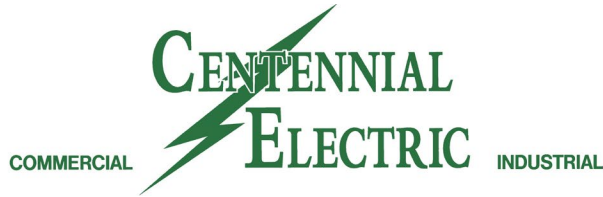
Jackson WWTP RFI 65

Date;

8/28/2023

Material	Rate	Hours/Units	Total
			\$0.00
<b>Equipment</b>			
Total Material & Equip			\$0.00
<b>Labor</b>			
Project Manager	\$108.70		\$0.00
Foreman	\$104.35	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Apprentice	\$88.70	0	\$0.00
Safety Rep	\$108.70	0	\$0.00
Total Piping Labor			\$0.00
<b>OT Premium</b>			
Foreman 1-1/2	\$41.74	0	\$0.00
Foreman Double	\$83.48	0	\$0.00
Journeyman 1-1/2	\$40.00	0	\$0.00
Journeyman Double	\$80.00	0	\$0.00
Total OT Premium			\$0.00
<b>Sheet Metal Shop Labor</b>			
Foreman	\$108.70	0	\$0.00
Journeyman	\$100.00	0	\$0.00
Foreman OT	\$41.74	0	\$0.00
Journeyman OT	\$40.00	0	\$0.00
Total Sheet Metal Shop			\$0.00
Total Material, Equipment, & Labor			\$0.00
<b>Subcontractors</b>			
Murray Paint			\$0.00
Centennial			\$6,415.00
Grand River			\$0.00
Total Subcontractors			\$6,415.00
Subtotal			\$6,415.00
	15.00%		
Total Value of Extra			<b>\$7,377.25</b>

O 517.543.9900  
F 517.543.9911



PO BOX 490  
POTTERVILLE, MI 48876

8/25/2023

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

RE: City of Jackson WWTP CWSRF 2022 Improvements- RFI 65

Dear Mr. Sweet,

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

- Route conduit rack at Clarifier 1-6 up and over one (middle) walkway at 7'6" minimum clearance to bottom of the rack

Material:	2,515.00
Labor:	2,932.00
Tax:	151.00
OH&P:	817.00
<b>Total:</b>	<b>\$ 6,415.00</b>

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Trevor Strang'.

Trevor Strang  
Project Manager  
Centennial Electric LLC

## Bid Summary Report

Jackson WWTP Estimator: Mike

Job #2043

**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

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

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Clarifier 1-6 Rack Over Walkway	\$2,515.08	100.00%	\$2,515.08	29.58	100.00%	29.58

### Top Sheet

Raw Cost	\$5,447.15	Sales per Month	\$0.00
Tax	\$150.90	Return per Month	\$0.00
Raw Cost with Tax	\$5,598.06	Price per Square Foot	\$0.00
Overhead	\$817.07	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$817.07	Job Months	0.00
Total Return %	12.74%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	99.12
Price	\$6,415.13	Workers per Day	0.00
Bond	\$0.00	Total Hours	29.58
Sell Price	<b>\$6,415.13</b>	Markup Sales Tax (Overhead)	No
Adjusted Sell	\$0.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 0.00%	\$0.00	Use Bond Table	No

### Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
Journeyman 252	100.00%	29.58	\$99.12	\$0.00	0.00%	\$2,932.07
Foreman 252	0.00%	0.00	\$113.99	\$0.00	0.00%	\$0.00
General Foreman 252	0.00%	0.00	\$123.90	\$0.00	0.00%	\$0.00
<b>Totals</b>	<b>100.00%</b>	<b>29.58</b>	<b>\$99.12</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$2,932.07</b>

## Bid Summary Report

Jackson WWTP Estimator: Mike

Job #2043

Mark Ups	OVERHEAD				PROFIT
	Total	%	Amount	%	Amount
Materials	\$2,515.08	+ 15.00%	\$2,892.34	+ 0.00%	\$2,892.34
Labor	\$2,932.07	+ 15.00%	\$3,371.88	+ 0.00%	\$3,371.88
Supplier Quotes	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00
SubContractors	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00
Direct Job Expense	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00
Equipment Rental	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00
Fixtures Quotes	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00
<b>Totals</b>	<b>\$5,447.15</b>	<b>15.00%</b>	<b>\$6,264.22</b>	<b>0.00%</b>	<b>\$6,264.22</b>

Tax Report	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$2,515.08	6.00%	\$150.90
Labor	\$2,932.07	0.00%	\$0.00
Supplier Quotes	\$0.00	6.00%	\$0.00
SubContractors	\$0.00	6.00%	\$0.00
Direct Job Expense	\$0.00	6.00%	\$0.00
Equipment Rental	\$0.00	6.00%	\$0.00
Fixtures Quotes	\$0.00	6.00%	\$0.00
		<b>Total Tax:</b>	<b>\$150.90</b>

Job Name: Jackson WWTP  
 Job Number: 2043  
 Extension Name: Clarifier 1-6 Rack Over Walkway

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
<b>Label Set: Combined, Combined, Combined, Combined, Combined</b>					<b>\$2,515.08</b>			<b>29.58</b>		<b>100%</b>	<b>100%</b>
CCode: <undefined>					\$243.88			4.72		9.7%	15.95%
60,294	1 1/2" Stainless U Bolt	4.00	\$9.48	E	\$37.92	0.17	E	0.67			
60,295	1 5/8" Stainless Strut	3.00	\$4,365.21	C	\$130.96	10.00	C	0.30			
60,299	Cut/Thread PVC Coated Nipple	15.00	\$5.00	E	\$75.00	0.25	E	3.75			
CCode: Branch Rough					\$1,878.52			19.60		74.69%	66.26%
4,234	3/4 GRC/PVC COATED	80.00	\$1,218.79	C	\$975.03	8.00	C	6.40	cb		
4,290	3/4 GRC/PVC 90 ELBOW	20.00	\$4,517.44	C	\$903.49	0.60	E	12.00	cb		
60,297	3/4 GRC BEND	10.00	\$0.00	X	\$0.00	12.00	C	1.20	cb		
CCode: Hangers/Anchors					\$31.65			1.95		1.26%	6.58%
3,315	1/4-20 X 3/4 RH MACH SCREW	10.00	\$6.28	C	\$0.63	2.75	C	0.28	ch		
3,696	1/4 FLAT STL WASHER	10.00	\$282.75	C	\$28.28	0.70	C	0.07	ch		
3,774	1/4 MACHINE BOLT ANCH	10.00	\$27.49	C	\$2.75	16.00	C	1.60	ch		
CCode: Straps					\$115.25			0.15		4.58%	0.51%
4,859	3/4 GRC/PVC CHNL STP	5.00	\$23.05	E	\$115.25	3.00	C	0.15	cs		
CCode: Branch Wire					\$245.78			3.17		9.77%	10.71%
60,277	14 THHN CU STRANDED	360.00	\$191.66	M	\$69.00	5.00	M	1.80	wb		
60,278	12 THHN CU STRANDED	228.00	\$775.38	M	\$176.79	6.00	M	1.37	wb		
					<b>\$2,515.08</b>			<b>29.58</b>			

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 12, 2023  
**SUBJECT:** Approve the Option Agreement with Jonathan and Paula Autry for the sale of eight (8) city owned lots along the Martin Luther King, Jr. Corridor; constructing 6 multi-unit structures, 24 affordable rental units.

---

**Recommendation:**

Approve the Option Agreement for the sale of eight (8) city owned lots along the Martin Luther King, Jr. Corridor; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of the lots to Jonathan and Paula Autry; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the Option Agreement for the sale of eight (8) City owned lots to Jonathan and Paula Autry.

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

JG

## DEPARTMENTAL REPORT

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

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** September 12, 2023

**RECOMMENDATION:** Approve the Option Agreement for the sale of eight (8) City owned lots located along the Martin Luther King, Jr. Corridor to Jonathan and Paula Autry, for the purpose of building six (6) multi-unit buildings, yielding 24 affordable apartments; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of the lots to Jonathan and Paula Autry; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

---

### SUMMARY

Approve the Option Agreement for the sale of eight (8) city owned lots located along the Martin Luther King, Jr. Corridor; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of the lots to Jonathan and Paula Autry; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements. These lots are located at, 1032 S. Martin Luther King, Jr. Drive, 1034 S. Martin Luther King, Jr. Drive, 1036 S. Martin Luther King, Jr. Drive, 1035 S. Martin Luther King, Jr. Drive, 1039 S. Martin Luther King, Jr. Drive, 902 S. Martin Luther King, Jr. Drive, 924 S. Martin Luther King, Jr. Drive, 926 S. Martin Luther King, Jr. Drive.

### BUDGETARY CONSIDERATIONS

None

## HISTORY AND BACKGROUND

On November 9, 2021, the Jackson City Council officially formed the Affordable Housing Development Board (AHDB). Comprised of seven members, the intent of the board is to promote the health, safety, and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council, to propose remedies on the implementation of housing goals, objectives, and policies. The Jackson Affordable Housing Development Board (AHDB) was originally charged with recommending (to City Council) the allocation of \$3.5 million in American Rescue Plan Act (ARPA) funds, focusing on policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson.

The City of Jackson contracted with Guidehouse, for assistance with the expenditure of its American Rescue Plan Act (ARPA) funds). Guidehouse was tasked with conducting a Citywide comprehensive housing assessment, and their “Housing Strategy and Policy Framework” was presented to the AHDB and City Council in early 2023. This comprehensive, data-drive analysis of Jackson’s current and future housing needs outlined numerous housing objectives, with an implementation target of ten years, including: the construction of 1,500 new units; the preservation of 3,000 existing units; a first-time homebuyer program; and a public land strategy.

## DISCUSSION OF THE ISSUE

Community Development staff met with the applicant(s) on several occasions to discuss how to maximize the potential for the lots they are seeking to purchase. From those meetings, we have conceptually designed the following.

- 902 S. Martin Luther King, Jr. Drive will be combined with three (3) adjacent lots, on E. Morrell St., currently owned by Community Uplift, Inc. (Jonathan and Paula Autry). Once combined, two (2) multi-unit structures, up to four (4) units per structure, are proposed for this site; access will be from E. Morrell St.
- 924 S. Martin Luther King, Jr. Drive, 926 S. Martin Luther King, Jr. Drive will be combined; one (1) four (4) unit structure is proposed.
- 1032 S. Martin Luther King, Jr. Drive, 1034 S. Martin Luther King, Jr. Drive will be combined; one (1) four (4) unit structure is proposed. On the next lot south, 1036 S. Martin Luther King, Jr. Drive, one (1) four (4) unit structure is proposed. These structures will share a single access point.
- 1035 S. Martin Luther King, Jr. Drive and 1039 S. Martin Luther King, Jr. Drive will be combined; one (1) four (4) unit structure is proposed; the access will be located near the north property boundary. Furthermore, once combined, a large portion of the existing, and possibly encroaching, drive access to the adjacent lot, 1033 S. Martin Luther King, Jr. Drive, will be removed; the applicant will be discussing the establishment of an easement with the owner of 1033 S. Martin Luther King, Jr. Drive to provide access for the occupants of said lot/address.

Preliminary site design and proposed density are appropriate for the R-3, Multiple-Family Residential zoning district. Staff is of the opinion this development will be a great and beneficial addition for the Martin Luther King Jr. corridor.

## POSITIONS

Requested action is for City Council to approve the Option Agreement for the sale of eight (8) City owned lots to Jonathan and Paula Autry; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of the lots to Jonathan and Paula Autry; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

---

### ATTACHMENTS

- MLKCIA Letter Approving Sale of Lots
- Autry Project Plan
- Option Agreement



Thursday, August 24, 2023

Dear Members of the Jackson City Council,

As a part of our ongoing mission to stimulate community improvement and equitable development within the Martin Luther King Corridor, the Martin Luther King Corridor Improvement Authority (MLKCIA) convened on July 27, 2023 to consider the proposed sale of specific properties located on Martin Luther King Drive.

We are writing to inform you that the MLKCIA board has voted unanimously to recommend the approval of the sale of the following properties to Jon Autry and Company:

- 1032 Martin Luther King Drive
- 1034 Martin Luther King Drive
- 1036 Martin Luther King Drive
- 1035 Martin Luther King Drive
- 1039 Martin Luther King Drive
- 902 Martin Luther King Drive
- 924 Martin Luther King Drive
- 926 Martin Luther King Drive

The sale of these properties aims to facilitate the development of six (6) 4-unit affordable residential structures. We recommend that the sale be contingent upon Jon Autry and Company entering into a development agreement with the City of Jackson Community Development Department.

Furthermore, the MLKCIA supports a preceding Property Option Agreement between the City of Jackson Community Development and Jon Autry and Company, as it will enable them to secure necessary financing for the project. However, it is our recommendation that the Council's ultimate support for the project be pending a duly signed development agreement after all project plans are in place.

Additionally, we reserve the right to discuss any future tax implications that may limit or reduce the tax amount allocated to our Tax Increment Financing (TIF) plan.

We believe this project aligns closely with the Council's and MLKCIA's community development and improvement objectives. We trust that your Council will give this recommendation the consideration it merits and look forward to the positive impact that this project will have on our community.

Please feel free to contact me or any MLKCIA Director for further discussion or clarification on this matter.

Sincerely,

DocuSigned by:  
*ANTHONY PARKER*  
35E642B85896413...  
Anthony Parker  
Chair, Martin Luther King Corridor Improvement Authority

cc:  
City of Jackson Community Development Department  
Jon Autry and Company  
[Other Relevant Parties]  
[Enclosures: Property Option Agreement]

Jonathan & Paula Autry  
1897 Suncrest Drive  
Grass Lake, Michigan 49240

September 1, 2023

Mr. Shane LaPorte  
Asst. City Manager  
Director of Community Development Dept

Mr. John Willis  
Chief Equity Officer

Mr. Chris Atkin  
Planning Director

Mr. Brian Taylor  
Asst. Dir. Community Development Dept.

Greetings Gentlemen,

We sincerely appreciate the City of Jackson's consideration to approve the purchase and sale of eight (8) parcels owned by the City of Jackson located within the MLK Improvement Corridor at: 1032 Martin Luther King Drive, 1034 Martin Luther King Drive, 1036 Martin Luther King Drive, 1035 Martin Luther King Drive, 1039 Martin Luther King Drive, 902 Martin Luther King Drive, 924 Martin Luther King Drive and 926 Martin Luther King Drive for the purpose of developing six (6) affordable residential structures.

The proposed development will add 24 attractive and desirable affordable one-bedroom rental units to the MLK Improvement Corridor. Attached is additional information related to the proposed project.

We'd like to extend our sincere gratitude to the City of Jackson for its support of this development to increase the inventory of housing at various price points for Jackson residents. Partnering with the City of Jackson, to address the urgent housing crisis, is equally important to Paula and me. We are proceeding with the project as private developers; for that reason, please disregard any previous references to Community Uplift, Inc. from the purchasing agreement and all related documents.

We hope this endeavor will encourage further redevelopment in the MLK Improvement Corridor.

Sincerely,

  
Jonathan Autry

  
Paula Autry

Cc: Malik Godwin  
Chelsea Poole

**A Proposal to Develop  
Purchased Properties  
from the City of Jackson**

**Submitted September 1, 2023**

**Submitters**

**Jonathan & Paula Autry  
1897 Suncrest Drive  
Grass Lake, Michigan 49240**

## **Proposal Statement**

The purpose of this proposal is to provide documentation and to ask for the City of Jackson's approval for Autry to purchase six (8) parcels located within the Martin Luther King Improvement Corridor as development sites for six (6) affordable rental structures comprised of four, one-bedroom apartments in each, for a total of 24 rental units. Included as information in this document is the: project description, target population, a schematic floor plan for the described units, the project schedule and an overview of the developer's financial capacity.

The requested parcels are located at:

1. 1032 Martin Luther King Dr.
2. 1034 Martin Luther King Dr.
3. 1036 Martin Luther King Dr.
4. 1035 Martin Luther King Dr.
5. 1039 Martin Luther King Dr.
6. 902 Martin Luther King Dr.
7. 924 Martin Luther King Dr.
8. 926 Martin Luther King Dr.

## **Project Description**

Autry will add 24 affordable rental units across six residential structures located within the MLK Corridor. Each apartment consists of 598 square feet of living space that includes one bathroom, a kitchen and a family room. Twenty-five to fifty percent of the units will be handicap accessible. Each residential structure, identical in design is similar to the size and scale of the existing residential structures in the immediate vicinity.

## **Target Population**

The target population and future renters are households with incomes that are 60% to 120% of the area's Annual Median Income (AMI). The anticipated market is households that are within the City/State/Federal occupancy standards for one-bedroom rental units. The rents charged for the units will be in accordance with the Missing Middle income and rental standards provided by the Michigan State Housing Development Authority (MHSDA).

## **Plans**

Site plans and floor plans prepared by a design professional are included with this proposal. Public infrastructure and utility access plans will be approved by the City of Jackson. Please see Appendix.

## **Environmental Review**

Autry is currently scheduled to have a Phase I ESA conducted by Fishbeck via a signed work order agreement with the City of Jackson Brownfield Development Authority. (We found out that these funds were available while attending the MLK CIA Business resource fair held a few weeks ago).

## **Financing/Proforma**

We provided evidence to the City of Jackson of our financial capacity to fund the project. We are pursuing grant funding through MSHDA Missing Middle and other sources. We are establishing a line of credit with PNC to address cash draws need prior to grant funding being paid. A draft pro forma/budget is attached. A rigorous proforma is required for the MISDA Missing Grant. The cost and performance of the development is being analyzed.

## **Project Schedule**

The initiation date of the proposed development activity is immediately following the finalized purchase, execution and receipt of affirming documentation. The length of the development phase is ten to twelve months with a project schedule from November 1, 2023, to October 31, 2024. Leasing activity will commence immediately following the receipt of the Certificate(s) of Occupancy.

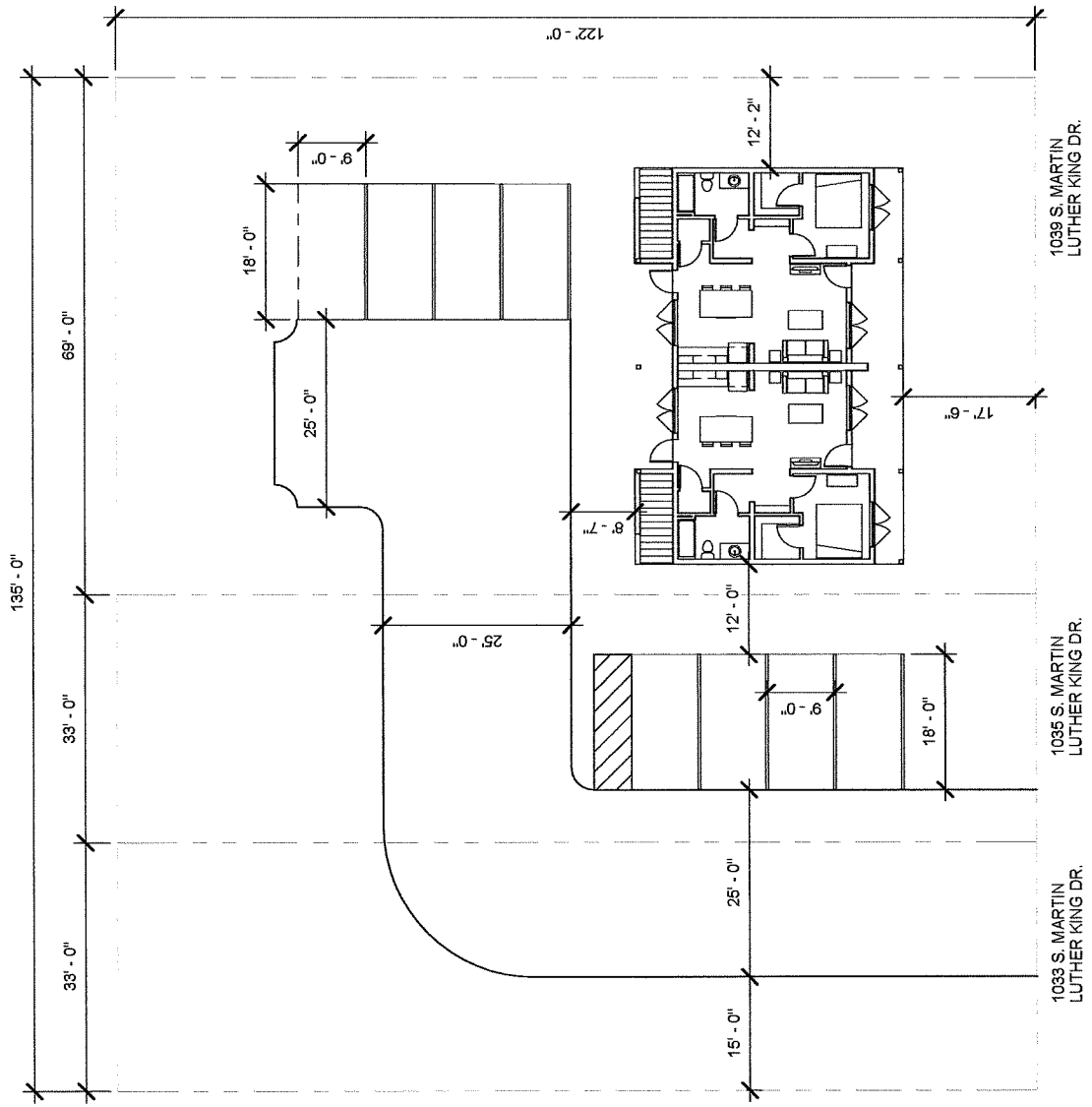
## **Overview of the Organization**

Jonathan and Paula Autry (Autry) are the developers for the proposed project. Both parties have no pending or recent lawsuits. Autry has extensive organizational and business experience and have owned and managed affordable housing in Mobile, Alabama. The Autry's have provided sufficient financial documentation to the City of Jackson affirming the developers are financially solvent and have the financial capacity to finance all phases of construction and site improvements.

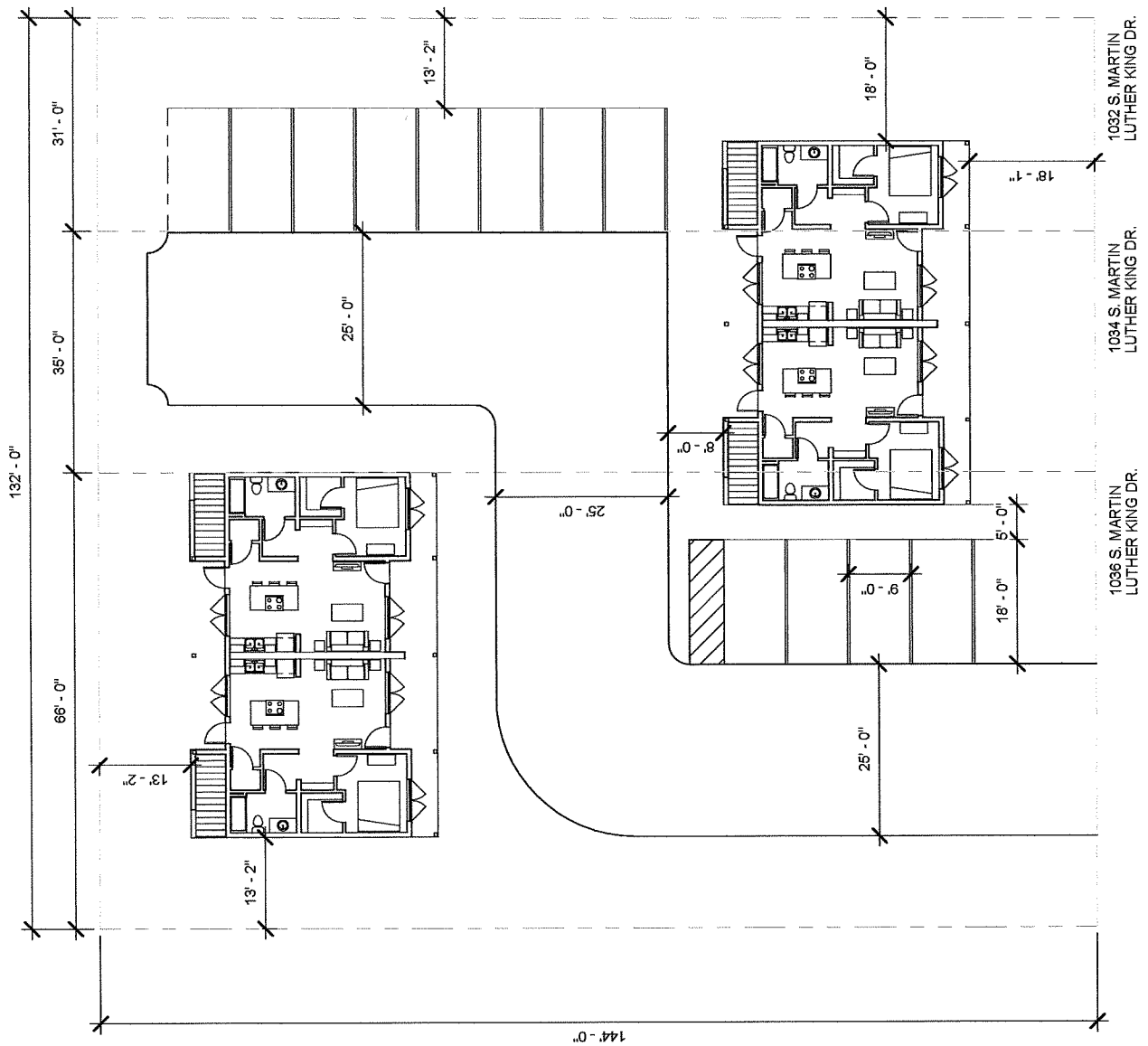
## **Additional Expertise**

Will be attained through an engagement with a CPA and a manager/developer/contractor with expertise in multi-family housing developments.

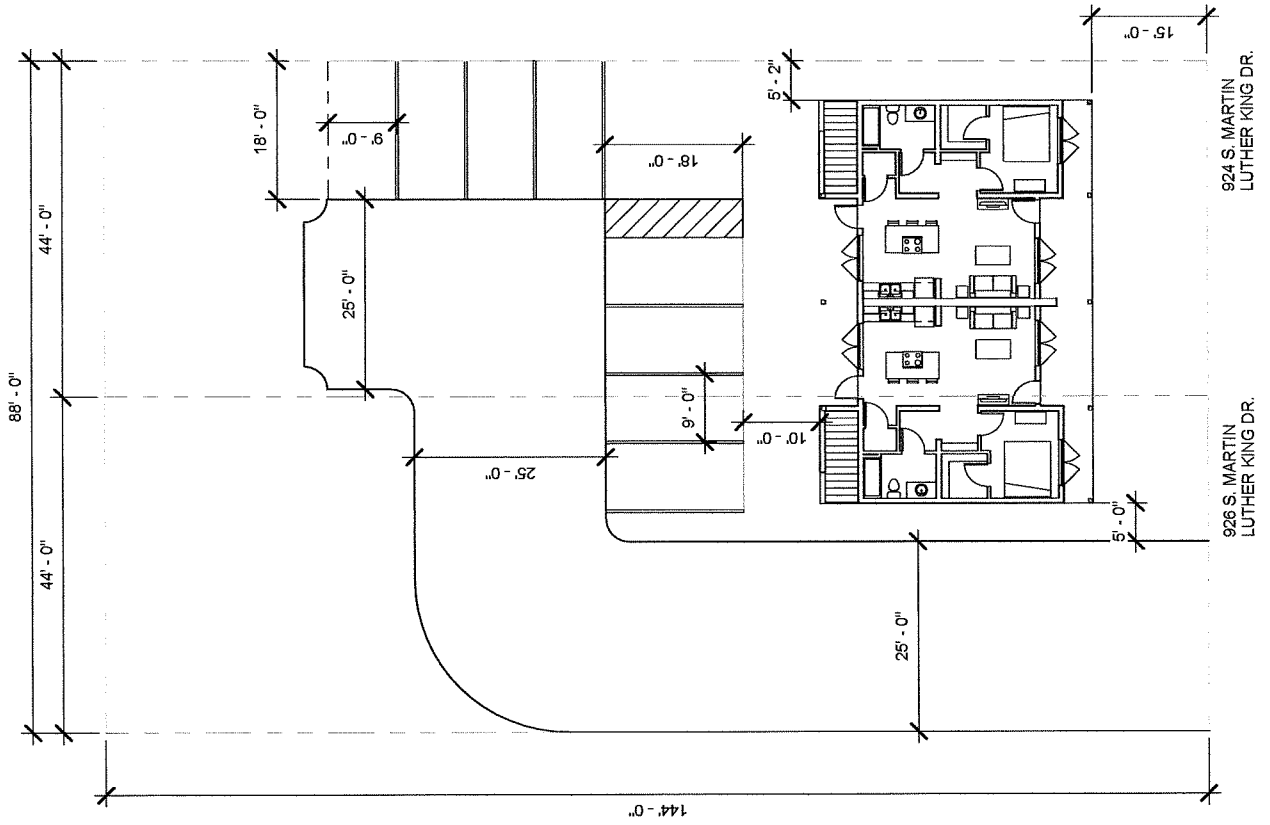
# Appendix



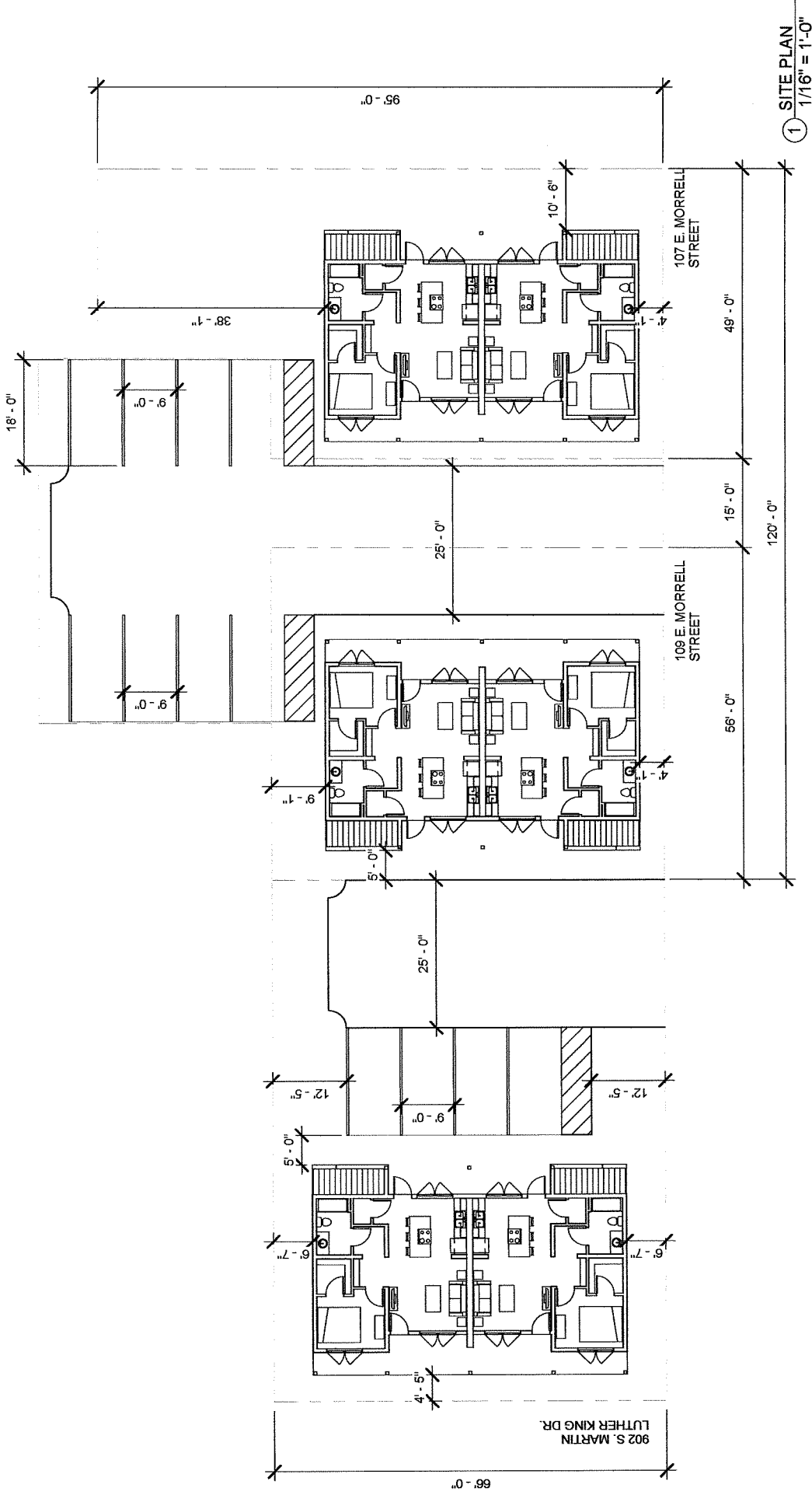
1 SITE PLAN  
1/16" = 1'-0"



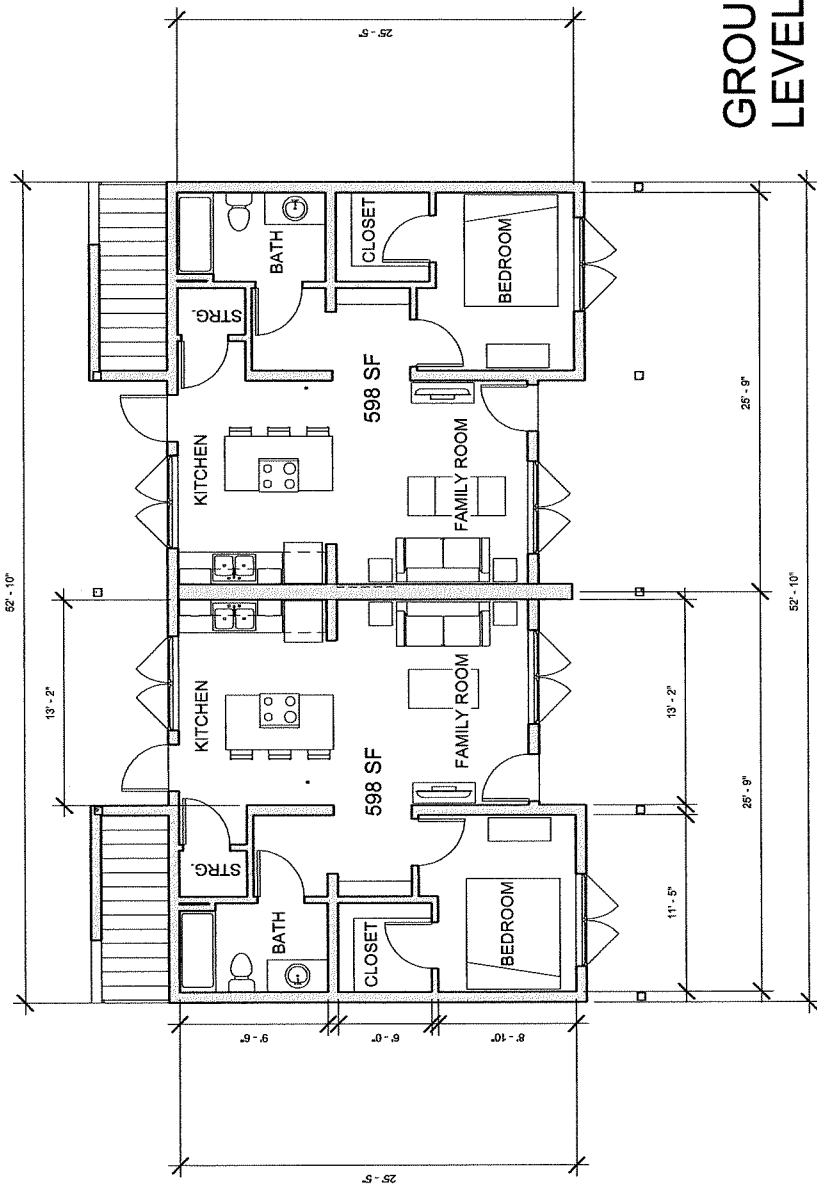
1 SITE PLAN  
1/16" = 1'-0"



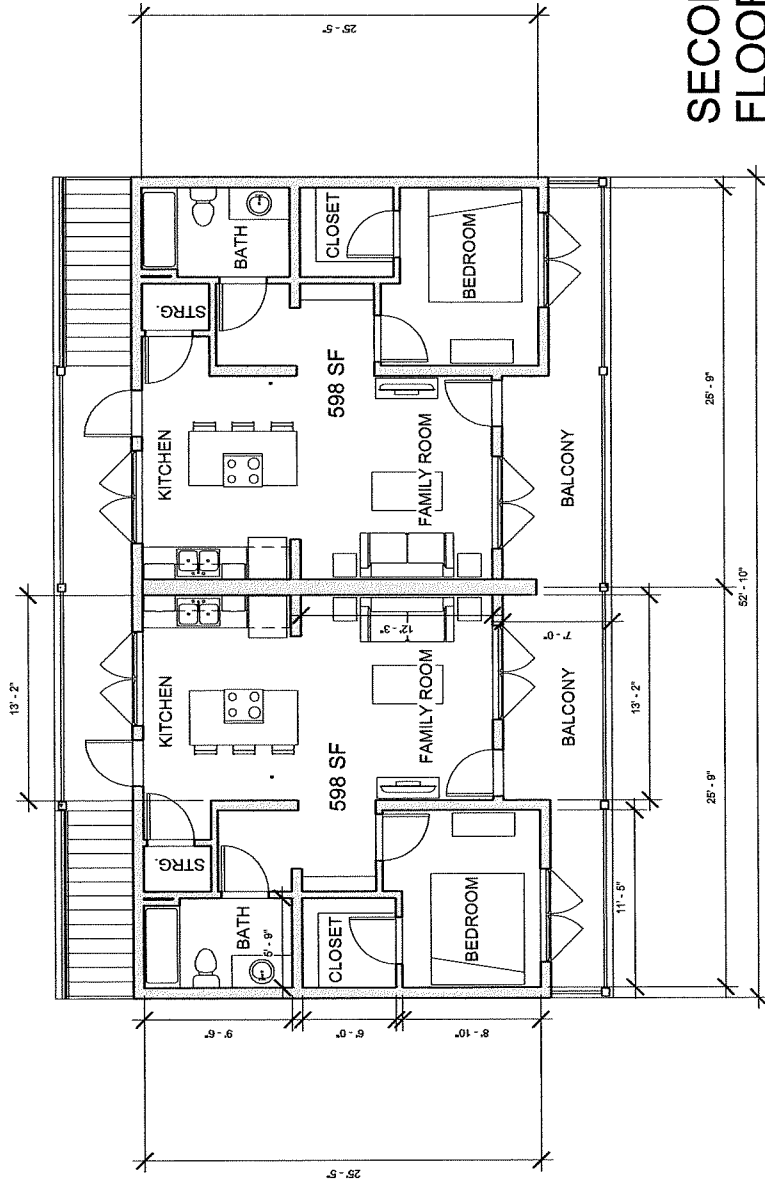
① SITE PLAN  
1/16" = 1'-0"



① SITE PLAN  
1/16" = 1'-0"

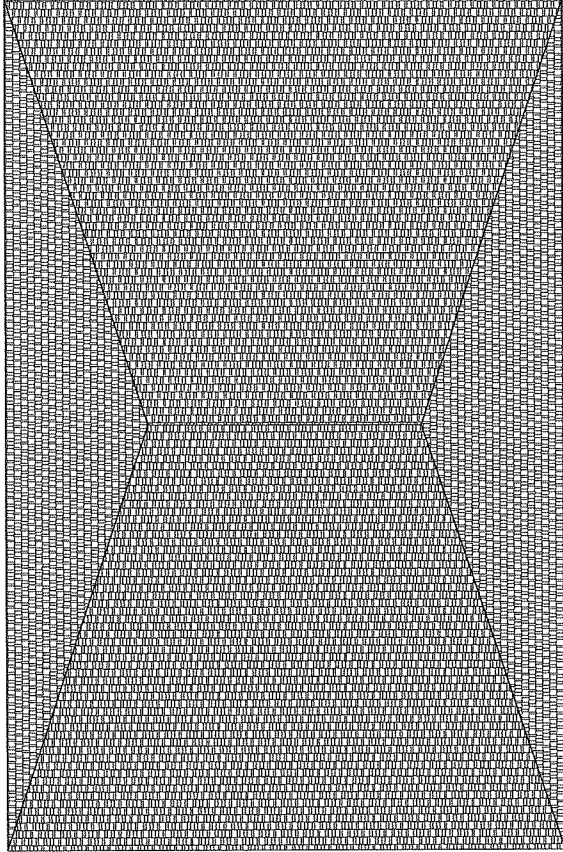


**GROUND LEVEL**  
SCALE: 1/8" = 1'-0"



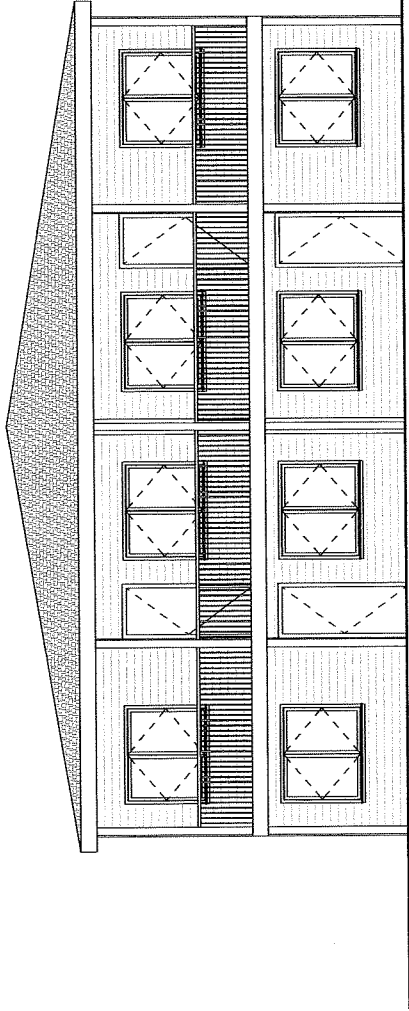
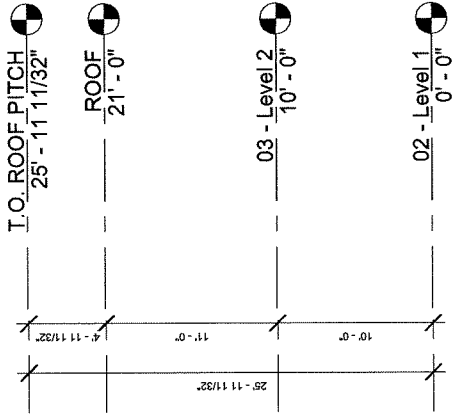
# SECOND FLOOR

SCALE: 1/8" = 1'-0"

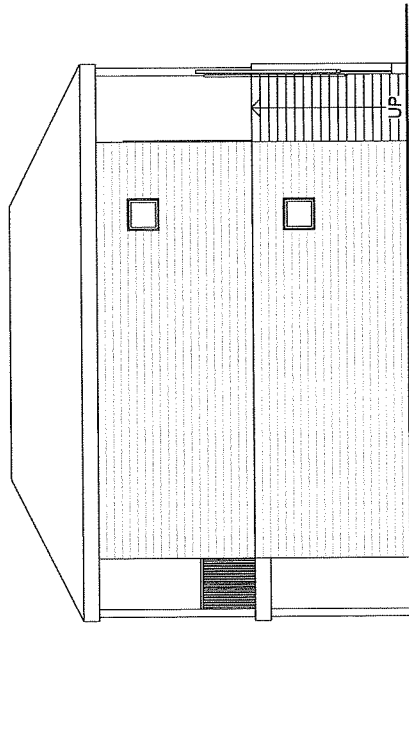
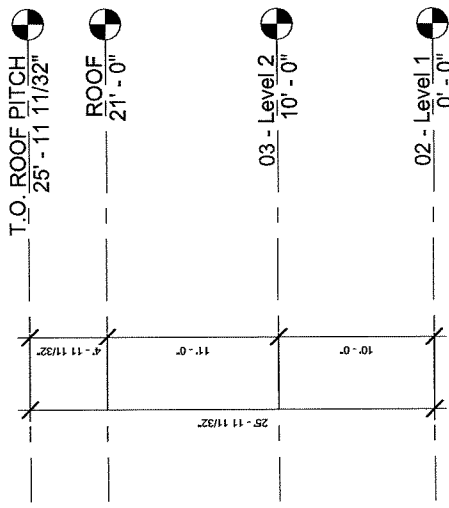


# ROOF PLAN

SCALE: 1/8" = 1'-0"

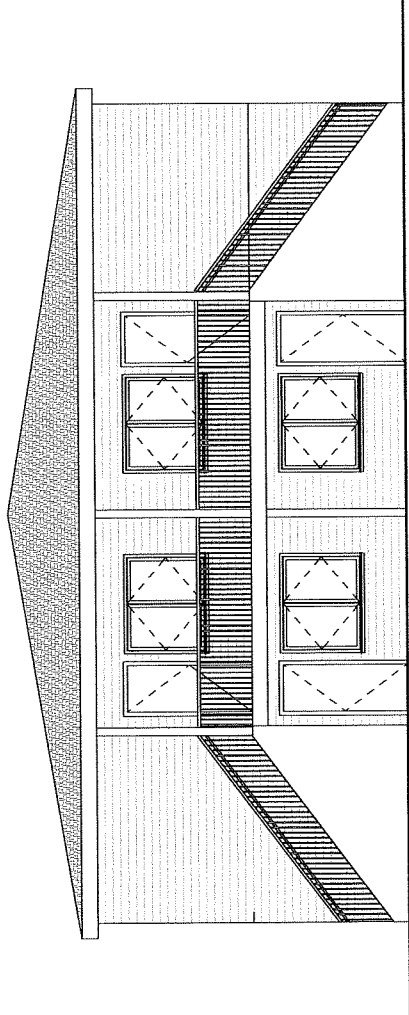
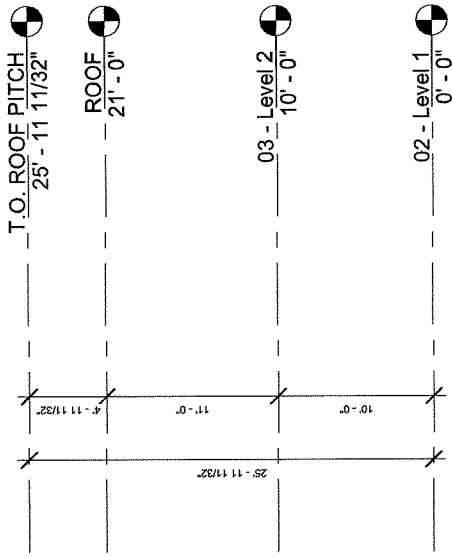


**FRONT  
ELEVATION**  
SCALE: 1/8" = 1'-0"

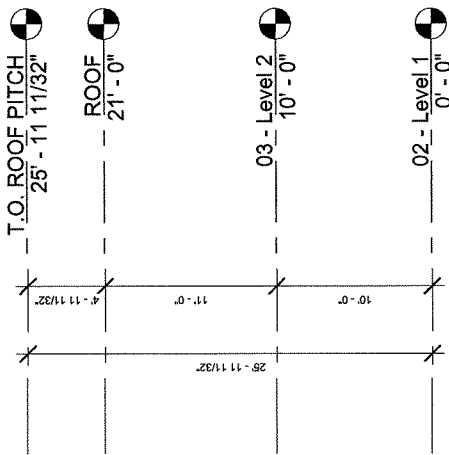


**SIDE  
ELEVATION**

SCALE: 1/8" = 1'-0"



**REAR  
 ELEVATION**  
 SCALE: 1/8" = 1'-0"



**SIDE  
ELEVATION**  
SCALE: 1/8" = 1'-0"



**Work Order for  
Phase I ESA at  
Multiple Parcels in MLK Corridor**

**I. Background**

Community Uplift is seeking Missing Middle Funds from the Michigan State Housing and Development Authority (MSHDA) to help fund the purchase of multiple (8) City-owned parcels in the MLK Corridor upon which new housing would be constructed along with 2-3 parcels already owned by Community Uplift. The Missing Middle program requires applicants to submit a Phase I Environmental Site Assessment, along with an evaluation of wetlands, floodplain, vapor encroachment, and an Environmental Review Checklist.

**II. Scope of work**

Fishbeck will secure eligibility for the property (10-11 parcels). We will complete a Phase I Environmental Site Assessment (ESA) in compliance with the ASTM E1527 Standard and the rules for All Appropriate Inquiry. We will also complete a review of wetlands, floodplains on the properties by reviewing maps of those features. A vapor encroachment screening report will be prepared and an Environmental Review Checklist. Upon completion, a single, comprehensive project report will be prepared and ACRES will be updated.

**III. Compensation**

Compensation for services provided under this Work Order will be invoiced at the rates shown in Attachment B attached to the Master Services Agreement between FISHBECK and CLIENT.

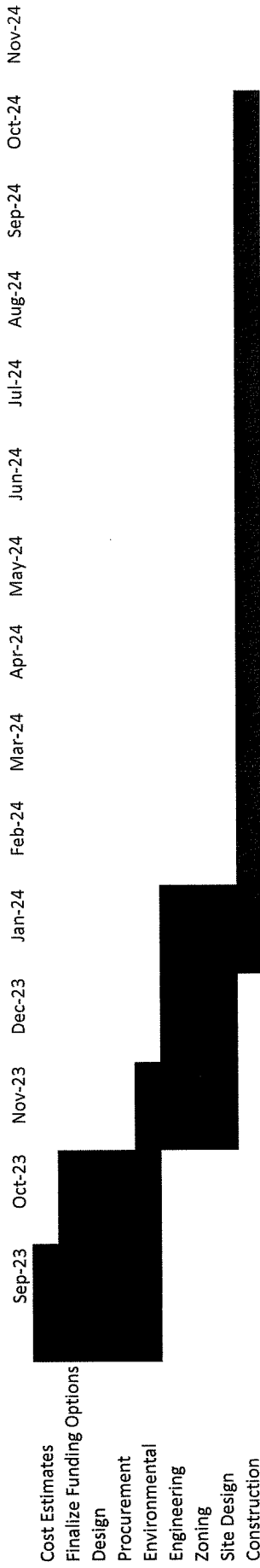
<u>Phase I ESA and Missing Middle Requirements</u>	
Professional Staff.....	\$ 5,000
Expenses.....	\$ 1,000
<b>Estimated Project Costs: .....</b>	<b>\$ 6,000</b>

**IV. Schedule**

Fishbeck expects to complete project activities in September 2023.

	Year 1 - Construction - Budget	Year 1 - Construction - Actual	Year 2	Rent - \$791	Rent - \$880	Rent - \$1007	Rent - \$1080
<b>24 Units</b>							
Revenue:							
Rent Income	\$0	\$0	\$227,808	\$227,808	\$253,440	\$290,016	\$311,040
Investments (\$200K committed from Autry and Haywood)	\$200,000	\$0					
Grants	\$1,610,000	\$0					
Total Revenue	\$1,810,000	\$0	\$227,808	\$227,808	\$253,440	\$290,016	\$311,040
Expenses:							
Land/Construction Consts	\$1,810,000	\$0	\$0	\$0	\$0	\$0	\$0
Mgmt/Outreach Fee + Fees	\$28,000	\$0	\$18,225	\$18,225	\$20,275	\$23,201	\$24,883
Grant Writer	\$5,500	\$0	\$0	\$0	\$0	\$0	\$0
Property	\$4,000	\$500	\$0	\$0	\$0	\$0	\$0
Construction		\$300	\$0	\$0	\$0	\$0	\$0
Documents/Drawings/Renderings	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Environmental Assessment	\$2,500	\$0	TBD	TBD	TBD	TBD	TBD
Insurance	TBD	\$0	TBD	TBD	TBD	TBD	TBD
Taxes	TBD	\$0	TBD	TBD	TBD	TBD	TBD
Legal	\$2,000	\$0	TBD	TBD	TBD	TBD	TBD
Travel	\$1,000	\$0	TBD	TBD	TBD	TBD	TBD
Other (501c3, EIN, Grant Research, Background Check, Logo, Printing)	TBD	\$1,275	TBD	TBD	TBD	TBD	TBD
Total Expenses	\$1,853,000	\$2,075	\$18,225	\$18,225	\$20,275	\$23,201	\$24,883
Net Income	-\$43,000	-\$2,075	\$209,583	\$209,583	\$233,165	\$266,815	\$286,157

Jackson Housing Project - Autry (DRAFT SCHEDULE)



## RIGHT OF FIRST REFUSAL

This right of first refusal (the Agreement) is entered into as of the last date below (the effective date), between **the City of Jackson** of 161 W. Michigan Avenue, Jackson, MI 49201 (Seller), and Jonathan and Paula Autry, with an address of 1897 Suncrest Drive, Grass Lake, MI 49240 (Buyer), to grant to Buyer a right of first refusal for the following eight (8) properties in the City of Jackson, County of Jackson and State of Michigan described as:

Address	PIN
<b>1032 S. Martin Luther King</b> LOT 10 BLK 1 MERRIMAN'S ADD	<b>5-066600000</b>

<b>1034 S. Martin Luther King</b> LOT 11 BLK 1 MERRIMAN'S ADD	<b>5-066700000</b>
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<b>1036 S. Martin Luther King</b> LOT 12 BLK 1 MERRIMAN'S ADD	<b>5-066800000</b>
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<b>1035 S. Martin Luther King</b> S 1/2 OF LOT 16 BLK 11 ROOT'S SOUTH ADD	<b>5-105400000</b>
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<b>1039 S. Martin Luther King</b> LOT 15 BLK 11 ROOT'S SOUTH ADD	<b>5-105300000</b>
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**902 S. Martin Luther King 5-061900000**  
LAND COM AT INTERS OF W LN OF S MARTIN LUTHER KING JR DR (FKA FRANCIS ST) WITH S LN OF MORRELL ST TH S ON W LN OF S MARTIN LUTHER KING JR DR 66 FT TH W 88 FT TH N 66 FT TO S LN OF MORRELL ST TH E 88 FT TO BEG NE 1/4 SE 1/4 SEC 3 T3S R1W, EXCEPT THAT PORTION OF SAID PROPERTY USED FOR PUBLIC RIGHT OF WAY

**924 S. Martin Luther King 5-063400000**  
LOT 5 BLK 1 RUSTIC HALL ADD

**926 S. Martin Luther King 5-063500000**  
LOT 6 BLK 1 RUSTIC HALL ADD

Collectively the "Property", with all easements, rights and appurtenances (the Premises) on the following terms and conditions:

1. **Right of first refusal.** If, at any time within twelve (12) months from the effective date of this Agreement, Seller receives a bona fide written offer from any party to purchase all or part of the Property, Seller shall send Buyer a copy of the offer and notify Buyer of its intent to accept it. Buyer shall have the right for thirty (30) days to

match the terms of the offer, in writing. If Buyer does not elect to match the offer in writing within thirty (30) days, Seller may then sell the Premises to the first offeror, provided the sale is on the conditions specified in the contract sent to Buyer. Provided, however, that any potential buyer must provide proof of the financial ability to purchase the Premises in order for the potential buyer's offer to be considered a bona fide written offer.

2. **Warranty.** Seller warrants that it has good and marketable title to the Premises and the right to grant this right of first refusal.

3. **Default.** If Seller enters into an assignment, a sale, a transfer, a conveyance, a lease with a term (including both primary and renewal terms) of more than one (1) year, or a lease with an option to purchase in conflict with this right of first refusal, Buyer may have a court of competent jurisdiction declare this Agreement breached and order that the assignment, sale, transfer, conveyance, or lease be voided. This provision shall not be construed to prevent specific performance of this right of first refusal or of any of its conditions by either party.

4. **Termination.** This right of first refusal shall terminate on the earlier of (a) the expiration of twelve (12) months, or (b) on the consummation of the assignment, sale, transfer, or conveyance in fee simple to a third party of the Premises after full compliance with the conditions of this right of first refusal. However, if such a conveyance is not consummated by the effective date of this Agreement, this right of first refusal shall terminate. After the right of first refusal terminates, Buyer shall, at Seller's request, sign any documents stating that it releases all Buyer's rights and obligations under this right of first refusal.

5. **Notices.** Any writings required under this right of first refusal shall be sent by certified mail, postage prepaid, to the parties addresses listed above. If either party's name or address changes, the party must notify the other party by a certified letter at the address specified above.

6. **Entire agreement.** This right of first refusal constitutes the entire agreement between the parties and may be modified only by a written document signed by both parties to this right of refusal.

7. **Binding effect.** The provisions of this right of first refusal shall benefit and bind the parties and their heirs, legal representatives, successors, and assigns.

8. **Effective date.** This Agreement shall be effective when all the parties listed below have signed it.



**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 12, 2023

**SUBJECT:** **2023/2024 Nonunion Pay Increase**

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Recommendation: Approve first reading and advance to second reading/final adoption, an ordinance regulating nonunion pay for City of Jackson Employees. Increase nonunion wages by 3.8% for FY 23/24, retroactive to July 1, 2023.

Attached is a departmental report, the ordinance, and the recently completed 2023 Wage & Classification Study conducted by GovHR to provide detail regarding the request for an approval to increase nonunion wages by 3.8% for FY 23/24 from Doria LaPorte.

Your consideration and concurrence is appreciated.

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Doria LaPorte, HR Manager  
**DATE:** September 12, 2023  
**RECOMMENDATION:** Approval to increase nonunion wages by 3.8% for FY 23/24

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## SUMMARY

The Human Resources Division respectfully requests an approval to increase nonunion wages by 3.8% for FY 23/24 per the recommended guidance reported in the City's 2023 Classification & Compensation Study conducted by GovHR.

## BUGETARY CONSIDERATION

A 3% increase to nonunion wages was included as part of the recently approved budget for FY 23/24. The increase will be supported by various City funds.

## HISTORY, BACKGROUND and DISCUSSION

The City of Jackson retained the services of GovHR USA, LLC (GovHR) to conduct a Classification and Compensation Study in the FY 22/23. The scope of work covered by this study incorporated a salary/benefit survey, job evaluation analysis and the creation of a job classification system. GovHR presented the City with a final report of the results of their Classification and Compensation Study to include recommendation(s) to support internal equity (ranking) among employees across Departments in the City and assure external equity/competitiveness by comparing the compensation of City employees against market data.

GovHR recommends that the City conduct an annual review of the City's nonunion salary ranges to maintain competitive salary levels. Seventeen (17) communities used in the survey group for the 2023 Classification & Compensation Study conducted by GovHR were determined to be comparable jurisdictions to the City. Per their advisement, an annual survey of these communities should be conducted to determine the percentage increase each organization in the comparable group is granting, either as an annual across-the-board increase to their nonunion employees or as a general adjustment to their compensation ranges.

GovHR worked with the City to survey the comparable communities to determine the average general nonunion increase for FY24. The nonunion average for FY24 is 3.8%. Thus, GovHR recommended that the City consider increasing the nonunion compensation plan by at least the same amount in order to ensure it remains competitive with the market.

In accordance with the recommendations of GovHR, the City wishes to provide an across-the-board increase to all nonunion employees based on the information received from the comparable communities. The nonunion wage increases would be granted separately from any merit increase that would be awarded as a result of a successful performance evaluation.

### POSITION

I recommend an approval to increase nonunion wages by 3.8% for FY 23/24 per the recommended guidance reported in the City's 2023 Classification & Compensation Study conducted by GovHR.

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### ATTACHMENTS

Ordinance No. \_\_\_\_\_

**AN ORDINANCE TO ESTABLISH COMPENSATION RATES FOR ADMINISTRATIVE AND SUPERVISORY EMPLOYEES OF THE CITY OF JACKSON**

**THE CITY OF JACKSON ORDAINS:**

Section 1: Definition. For purposes of this ordinance, the term “Administrative and Supervisory Employees” shall mean employees and appointed officials of the City of Jackson not covered by a current labor agreement.

Section 2: As of July 1, 2023, Administrative and Supervisory Employees shall be compensated on the basis of the annual salary rates shown on the attached “Schedule I, Administrative and Supervisory Employee Pay Rates,” according to the employee's appropriate step rate within the Class Grade assigned the individual’s classification title under the Personnel Policy.

Section 3: Eligible employees must be actively employed by the City of Jackson thirty (30) days from the date of final adoption of this ordinance to be eligible for the new salary rate adjustment. The salary rate adjustments shall be retroactive to July 1, 2023. Employees whose wages are “red-circled” in accordance with Article XI – Compensation, Section XI-1, Salary Schedules of the Personnel Policy shall not receive annual increases granted by City Council ordinances for compensation to employees.

Section 4: Repeal. Ordinance 514 is hereby repealed as of July 1, 2023.

Section 5: This ordinance shall take effect thirty (30) days from the date of final adoption.

\*\*\*\*\*

The foregoing Ordinance \_\_\_\_\_ was adopted by the Jackson City Council on \_\_\_\_\_ and a summary was published on \_\_\_\_\_.

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

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

**SCHEDULE I**  
**Administrative and Supervisory Employee**  
**Pay Rates**

Effective: 7/1/2023  
Increase: 3.80%

Class Grade	Pay Basis	Minimum										Maximum	
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
4	Annual	40,630	41,323	42,012	43,434	44,910	46,434	48,011	49,637	51,325	53,064	54,867	
	Bi-Weekly	1,562.69	1,589.35	1,615.85	1,670.54	1,727.31	1,785.92	1,846.58	1,909.12	1,974.04	2,040.92	2,110.27	
	Hourly	19.5336	19.8669	20.1981	20.8818	21.5914	22.3240	23.0823	23.8640	24.6755	25.5115	26.3784	
5	Annual	42,958	43,689	44,419	45,920	47,471	49,081	50,738	52,462	54,239	56,072	57,971	
	Bi-Weekly	1,652.23	1,680.35	1,708.42	1,766.15	1,825.81	1,887.73	1,951.46	2,017.77	2,086.12	2,156.62	2,229.65	
	Hourly	20.6529	21.0044	21.3553	22.0769	22.8226	23.5966	24.3933	25.2221	26.0765	26.9578	27.8706	
6	Annual	45,290	46,054	46,819	48,403	50,037	51,727	53,478	55,283	57,152	59,079	61,076	
	Bi-Weekly	1,741.92	1,771.31	1,800.73	1,861.65	1,924.50	1,989.50	2,056.85	2,126.27	2,198.15	2,272.27	2,349.08	
	Hourly	21.7740	22.1414	22.5091	23.2706	24.0563	24.8688	25.7106	26.5784	27.4769	28.4034	29.3635	
7	Annual	47,876	48,693	49,505	51,193	52,933	54,738	56,596	58,525	60,508	62,571	64,703	
	Bi-Weekly	1,841.38	1,872.81	1,904.04	1,968.96	2,035.88	2,105.31	2,176.77	2,250.96	2,327.23	2,406.58	2,488.58	
	Hourly	23.0173	23.4101	23.8005	24.6120	25.4485	26.3164	27.2096	28.1370	29.0904	30.0823	31.1073	
8	Annual	50,722	51,588	52,451	54,241	56,091	58,002	59,977	62,022	64,134	66,321	68,586	
	Bi-Weekly	1,950.85	1,984.15	2,017.35	2,086.19	2,157.35	2,230.85	2,306.81	2,385.46	2,466.69	2,550.81	2,637.92	
	Hourly	24.3856	24.8019	25.2169	26.0774	26.9669	27.8856	28.8351	29.8183	30.8336	31.8851	32.9740	
9	Annual	52,538	53,536	54,535	56,608	58,760	60,991	63,308	65,722	68,212	70,806	73,499	
	Bi-Weekly	2,020.69	2,059.08	2,097.50	2,177.23	2,260.00	2,345.81	2,434.92	2,527.77	2,623.54	2,723.31	2,826.88	
	Hourly	25.2586	25.7385	26.2188	27.2154	28.2500	29.3226	30.4365	31.5971	32.7943	34.0414	35.3360	
10	Annual	56,160	57,232	58,300	60,528	62,843	65,234	67,731	70,315	72,997	75,785	78,675	
	Bi-Weekly	2,160.00	2,201.23	2,242.31	2,328.00	2,417.04	2,509.00	2,605.04	2,704.42	2,807.58	2,914.81	3,025.96	
	Hourly	27.0000	27.5154	28.0289	29.1000	30.2130	31.3625	32.5630	33.8053	35.0948	36.4351	37.8245	
11	Annual	59,784	60,918	62,050	64,411	66,850	69,387	72,022	74,754	77,589	80,536	83,593	
	Bi-Weekly	2,299.38	2,343.00	2,386.54	2,477.35	2,571.15	2,668.73	2,770.08	2,875.15	2,984.19	3,097.54	3,215.12	
	Hourly	28.7423	29.2875	29.8318	30.9669	32.1394	33.3591	34.6260	35.9394	37.3024	38.7193	40.1890	
12	Annual	63,668	64,873	66,081	68,591	71,195	73,893	76,702	79,613	82,636	85,775	89,030	
	Bi-Weekly	2,448.77	2,495.12	2,541.58	2,638.12	2,738.27	2,842.04	2,950.08	3,062.04	3,178.31	3,299.04	3,424.23	
	Hourly	30.6096	31.1890	31.7698	32.9765	34.2284	35.5255	36.8760	38.2755	39.7289	41.2380	42.8029	
13	Annual	67,802	69,099	70,395	73,082	75,865	78,763	81,766	84,888	88,126	91,489	94,978	
	Bi-Weekly	2,607.77	2,657.65	2,707.50	2,810.85	2,917.88	3,029.35	3,144.85	3,264.92	3,389.46	3,518.81	3,653.00	
	Hourly	32.5971	33.2206	33.8438	35.1356	36.4735	37.8669	39.3106	40.8115	42.3683	43.9851	45.6625	
14	Annual	71,949	73,315	74,683	77,527	80,472	83,534	86,703	90,010	93,433	96,983	100,673	
	Bi-Weekly	2,767.27	2,819.81	2,872.42	2,981.81	3,095.08	3,212.85	3,334.73	3,461.92	3,593.58	3,730.12	3,872.04	
	Hourly	34.5909	35.2476	35.9053	37.2726	38.6885	40.1606	41.6841	43.2740	44.9198	46.6265	48.4005	
15	Annual	75,832	77,270	78,709	81,707	84,813	88,044	91,390	94,867	98,478	102,221	106,114	
	Bi-Weekly	2,916.62	2,971.92	3,027.27	3,142.58	3,262.04	3,386.31	3,515.00	3,648.73	3,787.62	3,931.58	4,081.31	
	Hourly	36.4578	37.1490	37.8409	39.2823	40.7755	42.3289	43.9375	45.6091	47.3453	49.1448	51.0164	

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
16	Annual	79,712	81,228	82,744	85,893	89,161	92,552	96,069	99,724	103,519	107,455	111,542
	Bi-Weekly	3,065.85	3,124.15	3,182.46	3,303.58	3,429.27	3,559.69	3,694.96	3,835.54	3,981.50	4,132.88	4,290.08
	Hourly	38.3231	39.0519	39.7808	41.2948	42.8659	44.4961	46.1870	47.9443	49.7688	51.6610	53.6260
17	Annual	83,593	85,182	86,772	90,076	93,494	97,057	100,747	104,584	108,562	112,692	116,976
	Bi-Weekly	3,215.12	3,276.23	3,337.38	3,464.46	3,595.92	3,732.96	3,874.88	4,022.46	4,175.46	4,334.31	4,499.08
	Hourly	40.1890	40.9529	41.7173	43.3058	44.9490	46.6620	48.4360	50.2808	52.1933	54.1789	56.2385
18	Annual	87,736	89,410	91,083	94,561	98,174	101,921	105,815	109,859	114,054	118,412	122,931
	Bi-Weekly	3,374.46	3,438.85	3,503.19	3,636.96	3,775.92	3,920.04	4,069.81	4,225.35	4,386.69	4,554.31	4,728.12
	Hourly	42.1808	42.9856	43.7899	45.4620	47.1990	49.0005	50.8726	52.8169	54.8336	56.9289	59.1015
19	Annual	92,652	94,412	96,175	99,834	103,635	107,577	111,669	115,921	120,329	124,906	129,657
	Bi-Weekly	3,563.54	3,631.23	3,699.04	3,839.77	3,985.96	4,137.58	4,294.96	4,458.50	4,628.04	4,804.08	4,986.81
	Hourly	44.5443	45.3904	46.2380	47.9971	49.8245	51.7198	53.6870	55.7313	57.8505	60.0510	62.3351
20	Annual	97,570	99,431	101,292	105,154	109,160	113,324	117,647	122,133	126,794	131,625	136,646
	Bi-Weekly	3,752.69	3,824.27	3,895.85	4,044.38	4,198.46	4,358.62	4,524.88	4,697.42	4,876.69	5,062.50	5,255.62
	Hourly	46.9086	47.8034	48.6981	50.5548	52.4808	54.4828	56.5610	58.7178	60.9586	63.2813	65.6953
21	Annual	132,146	135,450	138,753	142,057	145,360	148,664	151,967	155,271	158,575	161,878	165,182
	Bi-Weekly	5,082.54	5,209.62	5,336.65	5,463.73	5,590.77	5,717.85	5,844.88	5,971.96	6,099.04	6,226.08	6,353.15
	Hourly	63.5318	65.1203	66.7081	68.2966	69.8846	71.4731	73.0610	74.6495	76.2380	77.8260	79.4144
22	Annual	143,378	149,669	154,485	160,352	166,444	172,773	179,337	186,152	193,227	200,569	208,315
	Bi-Weekly	5,514.54	5,756.50	5,941.73	6,167.38	6,401.69	6,645.12	6,897.58	7,159.69	7,431.81	7,714.19	8,012.12
	Hourly	68.9318	71.9563	74.2716	77.0923	80.0211	83.0640	86.2198	89.4961	92.8976	96.4274	100.1515



**CITY OF JACKSON, MI**  
**CLASSIFICATION AND COMPENSATION STUDY**

**FINAL REPORT**

**SEPTEMBER 2023**



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## I. INTRODUCTION

GovHR USA, LLC (GovHR) is pleased to have had the opportunity to work with the City of Jackson on this Classification and Compensation Study. Human resource management is a significant concern as governmental services continue to increase in cost and complexity, and the resources to fund local governments are constrained. Day-to-day operations present challenging administrative problems in planning, organizing, and directing human resource functions in order to achieve maximum efficiency and effectiveness in the delivery of municipal services. A properly developed and administered Classification and Compensation Plan forms the foundation for meeting these challenges. It helps to ensure that the City can not only recruit the best and brightest employees but can also retain those employees, even in a competitive marketplace. By retaining qualified, experienced employees the City avoids the costs of re-recruitments and lost productivity, while maximizing the benefits of the investments it has made in employees and the institutional and community knowledge acquired by those employees over their tenures.

GovHR understands the high expectations that have been established in Jackson for service delivery and competitiveness in recruiting and retaining excellent employees. These factors have been taken into consideration in the analysis and reflected in the Study results.

### A. Scope of Work

The scope of work called for GovHR to carry out the following:

#### **Job Evaluation Analysis and Job Classification System**

Below is a list of tasks included in this component of the Study (listed in the order that the work was performed):

- **Study preparation and project meetings.** Met with City Administration to discuss Study methods and expectations, and to review the current Classification and Compensation Plan and organizational structure. Determined problem areas, answered questions, and reviewed the scope and schedule of work.
- **Material distribution.** Prepared a memorandum of explanation, which was distributed to employees. Held meetings with employees to discuss the Job Analysis Questionnaire (JAQ) and to explain the scope and purpose of the Study. Employees were allowed about ten (10) days to complete the questionnaire. The completed questionnaires were then reviewed by each employee's Supervisor and/or Department Head and City Administration. The JAQs were returned to GovHR within approximately five (5) weeks of distribution.

- **Determined comparable communities and collected compensation data.** GovHR, along with the City, determined a logical survey sample of “like” communities that impact the compensation market of Jackson. Then, GovHR designed and sent out the survey for the benchmark positions and benefits covered in the Study.
- **Job Evaluation Analysis and Establishment of a Classification Plan.** Upon return of the JAQs by the City, GovHR performed the following:
  - Read each JAQ and corresponding Job Description in its entirety.
  - Conducted virtual interviews with at least one (1) employee in each position covered by the Study to further understand the scope of duties and responsibilities of the position.
  - Applied a measurement system of Job Evaluation Factors to all positions, which formed the basis for internal rankings (equity) of positions.
  - Upon completion of the Job Evaluation measurements, a new Classification Plan was developed.

### **Salary and Benefit Survey**

The following tasks were included in this component of the Study:

- Tabulated, summarized, and analyzed comparative compensation information obtained from the comparable communities. Prepared pay tabulations that compared the salary ranges of the City of Jackson to the salary ranges of its comparable communities. Prepared comparison calculations at the 50<sup>th</sup>, 60<sup>th</sup>, 65<sup>th</sup>, 75<sup>th</sup> and 80<sup>th</sup> percentiles. Displayed data for each jurisdiction and for each position and summarized the data in table form. Based on discussions with the City and the gathered data, developed salary ranges that would establish Jackson as a payer at the 75<sup>th</sup> percentile of the salary data from the comparable communities.
- Based on the above data, developed, and recommended new salary schedules and recommended new Job Titles for some positions.
- Analyzed and summarized the benefit information.

### **Draft and Final Report Preparation**

- A preliminary analysis of the data and recommended Classification and Compensation Plan was shared with the City. Feedback from City Administration was reviewed and incorporated into the recommendations.
- A draft report was prepared by GovHR and sent electronically to the City.
- Once review comments were returned by the City this final report was prepared and transmitted electronically.

## **II. EXECUTIVE SUMMARY**

A Classification and Compensation Study encompasses a significant amount of information that can be time consuming to condense and organize into an abbreviated format. Therefore, GovHR has compiled this Executive Summary in order to provide a quick synopsis regarding the major components, findings and recommendations of this Study. The purpose of a well-designed Classification and Compensation Study is twofold. First, it establishes internal equity (ranking) among employees across Departments in the City. Second, it assures external equity/competitiveness by comparing the compensation of City employees against market data.

### **A. Internal Equity - Classification Plan Development**

The Study developed a new Classification Plan for sixty-two (62) non-union positions in the City. To complete this task, the Consultant completed a Job Evaluation. The Job Evaluation included the completion of a questionnaire by all employees covered in the Study and interviews with at least one (1) employee working in each position covered by the Study (see Appendix A). Upon the completion of those tasks, the Consultants assigned a numerical value to each position so that like positions within the organization would be grouped together in a classification to produce an internal equity hierarchy. Nine (9) factors were used for the evaluation of Jackson's positions:

- 1) Preparation and Training
- 2) Experience Required
- 3) Decision Making and Independent Judgment
- 4) Responsibility for Policy Development
- 5) Planning of Work
- 6) Contact with Others
- 7) Work of Others (Supervision Exercised)
- 8) Working Conditions
- 9) Use of Technology/Specialized Equipment

The product of this internal ranking is shown in Table 1, which lists the City's positions with their numerical Job Evaluation score, also known as a Classification Plan. The higher the Job Evaluation Score, the higher the position is within the Classification Plan.

**B. External Equity – Market Competitiveness**

The next component of the Classification and Compensation Study involved establishing external competitiveness. A group of communities comparable to the City was established. The Consultants started with Michigan communities with populations between approximately 15,500 and 63000 and within Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Genesee, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Kalamazoo, Kent, Lapeer, Livingston, Mecosta, Midland, Monroe, Montcalm, Muskegon, Oakland, Oceana, Ottawa, Saginaw, Saint Clair, Saint Joseph, Sanilac, Shiawassee, Tuscola, Van Buren, Washtenaw and Wayne Counties. After that, a specific set of comparison criteria (e.g., taxable value, general fund expenditures, total wages paid, etc.) was applied to each community (see Appendix B). Based on the results of this analysis, seventeen (17) communities with a total compatibility score of eighty percent (80%) or greater were deemed to be most comparable to the City. The full list of the seventeen (17) chosen comparable is listed below.

<i>Allen Park</i>	<i>Holland</i>	<i>Port Huron</i>
<i>Bay City</i>	<i>Lincoln Park</i>	<i>Romulus</i>
<i>East Lansing</i>	<i>Madison Heights</i>	<i>Saginaw</i>
<i>Eastpointe</i>	<i>Monroe</i>	<i>Southgate</i>
<i>Ferndale</i>	<i>Muskegon</i>	<i>Wyandotte</i>
<i>Garden City</i>	<i>Oak Park</i>	

**Salary Data**

GovHR then prepared and distributed a salary survey to the seventeen (17) comparable communities. Full or partial salary data was obtained for fifteen (15) of the seventeen (17) comparable communities, through both completion of the survey and/or collection of salary schedules and labor agreements. The salary summary results can be found in Table 2 and the detailed salary data can be found in Appendix C. To provide external competitiveness for the City’s salaries, the salary ranges derived from this data collection were used to help establish the proposed Compensation Plan. In some cases where there was not enough salary range data, actual salaries were used. The recommended pay ranges are contained within Table 3 of the report.

### **Proposed Classification and Compensation Plan**

The goal of this Study was to recommend a Classification and Compensation Plan that is internally equitable and externally competitive. To accomplish this, a Compensation Plan was developed using the 75<sup>th</sup> percentile comparison of the salary ranges that were acquired through the salary survey. The resulting Classification and Compensation Plan consists of thirteen (13) pay grades; one (1) being lowest and thirteen (13) being highest and is broken down into the following three (3) bands:

Grades 1 – 3: Administrative and Technical Staff

Grades 4 – 9: Supervisors and Advanced Technical Staff

Grades 10 – 13: Directors and Senior Manager

All proposed pay ranges are open ranges. There is a 5% gradation between Grades 1 – 3, a 7.5% gradation between Grades 4 – 9 and an 8.5% gradation between Grades 10 – 13. Grades 1 – 3 have a 30% range spread from minimum to maximum, Grades 4 – 9 have a 35% range spread from minimum to maximum and Grades 10 – 13 have a 40% range spread from minimum to maximum.

### **Future Administration of the Classification and Compensation Plan**

Within the body of this report, GovHR has outlined how the City can maintain the Classification and Compensation Plan. GovHR will supply the City with a User's Manual and all associated documents to maintain the Classification and Compensation Plan and the steps to ensure the City remains competitive with the market in the years to come.

## **III. JOB EVALUATION**

GovHR's approach to Job Evaluation involves a quantitative point and factor comparison method, which cross-compares all positions in the organization against numerous factors such as educational requirements, experience, work conditions, etc. Therefore, all jobs in each organizational unit (e.g., Police, Administration, Finance, etc.) may be compared against each other, based upon the same factors.

In conducting the Job Evaluation exercise, it must be emphasized that the position, and not the incumbent's qualifications, performance, or years of service in the position, is evaluated. An incumbent employee may feel he/she should be placed in a higher level (i.e., receive more points) because the individual performs well, has a long tenure with the organization, and/or has additional education or skills

not required to perform that job, or may feel he/she does more tasks than a similar employee in another Department, but these are not valid determinants for a position.

Before reviewing the results of the evaluation of the positions, it is important to note that the purpose of a Job Evaluation is to identify whether a job is more or less advanced than, or equal to, other jobs in the organization, based on nine (9) objective factors. While these factor definitions are guidelines, they are constructed to allow limited flexibility of interpretation while at the same time providing a strict framework and structure for comparison. The nine (9) factors used for the evaluation of Jackson's positions are as follows:

- 1) Preparation and Training
- 2) Experience Required
- 3) Decision Making and Independent Judgment
- 4) Responsibility for Policy Development
- 5) Planning of Work
- 6) Contact with Others
- 7) Work of Others (Supervision Exercised)
- 8) Working Conditions
- 9) Use of Technology/Specialized Equipment

As part of the Job Evaluation process, the duties, responsibilities, and qualification requirements for each position were reviewed via a thorough reading of the incumbent's current job description and a Job Analysis Questionnaire (JAQ) completed by each employee (Appendix A). In addition, GovHR conducted interviews with at least one (1) employee in each of the positions covered by the Study. Points were then assigned to each factor by selecting the description that best described the appropriate level of compliance. In other words, a position that requires a master's degree would receive more points under the "Preparation and Training" factor than positions that did not require this advanced degree. Points for each factor were then totaled for each position. Using this method, the positions were found to fall into distinguishable Job Factor Analysis (JFA) scores. Table 1 contains the Classification Plan, including the Position Title, the Proposed New Title (if applicable), the JFA Score, Skill Level and proposed Grade for the evaluated positions.

As part of the service provided in the Compensation Study, GovHR makes Job Title change recommendations to either reflect a better description of the job being performed or to be consistent with trends in the organization or the marketplace. Based on this, GovHR recommends the following Job Title changes:

#### **A. Determination of Fair Labor Standards Act Designation**

The Fair Labor Standards Act (FLSA) imposes certain minimum wage and overtime pay requirements on employers for jobs that are covered under the Act. Most jobs, including the majority of public-sector jobs, are covered under the Act and entitled to overtime pay. But certain positions, mostly office jobs, are “exempt” from coverage under the Act and therefore not entitled to overtime pay.

Employers often misclassify employees as exempt (and therefore not entitled to overtime pay) because of a misunderstanding of the law or unfamiliarity with the rules. An incorrect determination regarding whether certain positions within an organization are entitled to overtime pay can subject an employer to back pay, penalties and expensive fines if the employees file a complaint with the Department of Labor and if the Department decides to file a lawsuit against the employer. Thus, it is very important to make the proper determination regarding the status of each job within the organization, and whether that job is entitled to the rights and protections afforded to workers under the FLSA.

Before any determination can be made, it is important to become familiar with the many rules, regulations and exceptions contained in the Fair Labor Standards Act. These rules can be complex, and the determination regarding whether a particular position is covered by the Act is not always clear-cut. GovHR began its analysis by having employees complete a questionnaire that has been specifically designed to elicit responses from the employees regarding the types of duties they are required to perform on a regular basis (see Appendix A). The answers provided were generally sufficient for GovHR to determine if the position was or was not exempt under the Act. GovHR also gathered additional information during the employee interviews, including concrete examples of the types of policies the employees had been involved in formulating, or whether the employees had significant input or sole discretion on things such as hiring, firing and discipline of other employees in their departments.

It is important to note that the FLSA provides certain minimum standards that the employer must provide, and that cannot be waived or reduced by the nonexempt employee either individually or through a collective bargaining agreement. The employer can, of course, choose to also apply minimum wage and

overtime pay requirements to otherwise exempt employees, or to exceed the minimum requirements for some or all of its employees by agreement.

As a result of a review of the positions covered by the Study, GovHR discussed its findings with the City to consider moving forward.

#### **IV. THE CLASSIFICATION PLAN**

A Classification Plan provides for a systematic arrangement of positions into classifications. A position, often referred to as a job (e.g., Administrative Assistant), contains a specific set of duties and responsibilities and that is the objective of the classification process – not the person currently holding that job. A classification is a grouping of positions which have similar levels of knowledge, skills and abilities needed to perform the job. The positions are also similar in nature of work, level of work difficulty and responsibilities. Positions allocated to the same classification are sufficiently similar with respect to the types of factors enumerated above to permit them to be compensated at the same general level of pay. The positions do not have to be identical, they can be in different departments, dealing with different subject matters and performing different duties.

It is this arrangement of positions and resulting classification structure that forms the basis for the Classification Plan. As noted in the previous section, a Job Evaluation and Classification Plan is not intended to assess individual performance. To that end, a position that belongs in a certain classification is not entitled to be placed in a higher classification simply because the individual performs with a high degree of success and efficiency, nor is it placed in a lower classification simply because the incumbent performs with low competence or productivity. Variations in individual performance are not recognized by differences in classifications, instead they are management issues. Similarly, there is a tendency in some work forces to use the Classification Plan to reward longevity, even though the duties and responsibilities of individual positions may not have changed over time. Longevity is not a classification factor and the Classification Plan should not be used in this manner.

As an assessment of duties performed and of responsibilities exercised, a Classification Plan is an exceedingly useful managerial tool. It provides the fundamental rationale for the Compensation Plan and helps management identify positions which have taken on (or in some cases reduced) duties and responsibilities. Through proper maintenance of the Classification Plan, employees are assured of management's continuing concern about the nature of work that they carry out and its reward in the form

of appropriate pay levels and relationships. The Classification Plan also provides the basis for recruitment, screening, and selection of employees in direct relationship to job content. Promotional ladders as well as opportunities for lateral career development are also evidenced by the logical grouping of allied occupational classifications and hierarchies.

## V. SALARY AND BENEFIT DATA

The City initiated this Study with the objective of assuring that its Compensation Plan is both internally equitable and externally competitive. The Job Evaluation System (outlined in Section III) is performed to address the issue of internal equity. To achieve external competitiveness, a market survey of comparable jurisdictions was conducted. The following explains the labor market review and collection of salary data.

### A. Selection of Comparable Jurisdictions for Data Purposes

Selecting jurisdictions for the comparison group is an important element in a Classification and Compensation Study. When selecting jurisdictions to serve as comparable communities, it is important to use particular criteria to evaluate the other jurisdictions to assure that those chosen as comparable will be the most similar to Jackson.

To determine which municipalities should be used for survey purposes, GovHR first considered all Michigan communities with populations between approximately 15,500 and 63000 and within Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Genesee, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Kalamazoo, Kent, Lapeer, Livingston, Mecosta, Midland, Monroe, Montcalm, Muskegon, Oakland, Oceana, Ottawa, Saginaw, Saint Clair, Saint Joseph, Sanilac, Shiawassee, Tuscola, Van Buren, Washtenaw and Wayne Counties. Then, the criteria listed below were applied to those communities.

<u>Criterion</u>	<u>Total Possible Points</u>	<u>Factor Weight</u>
1. Population	20	20%
2. Taxable Value	15	15%
3. General Fund Expenditures	15	15%
4. Per Capita Income	10	10%
5. Property Tax Revenue	10	10%

6. Total Wages	15	15%
7. Long Term Debt	10	10%
8. Proximity	5	5%
	100	100%

The eight (8) categories listed above were selected to mirror important criteria that reflected the following:

- 1) Similar Financial Conditions: 75% of the criteria involved financial benchmarks.
- 2) Population: 20% of the criteria involved a population comparison.
- 3) Proximity: 5% of the criteria involved the proximity of the communities to Jackson.

Within each of the eight (8) categories, ranges of compatibility were established. For example, the closer a community was to matching the Jackson’s estimated population, the closer the community would be to receiving the maximum of one hundred (100) points. A community whose population was significantly larger or smaller than City’s population would receive fewer or even zero (0) points. Thus, a municipality achieving a total of one hundred (100) points would be considered most comparable to the City of Jackson. A community with zero (0) points was therefore determined to be the least comparable to Jackson. A more detailed explanation of the methodology used to determine the comparable communities is included in Appendix B.

A cutoff of eighty (80) points was established to select the communities most similar to Jackson across the eight (8) categories. After applying the eight (8) criteria, seventeen communities achieved eight (80) or more compatibility points on the comparison scale with Jackson. The full list of the seventeen (17) comparable communities is below:

<i>Allen Park</i>	<i>Holland</i>	<i>Port Huron</i>
<i>Bay City</i>	<i>Lincoln Park</i>	<i>Romulus</i>
<i>East Lansing</i>	<i>Madison Heights</i>	<i>Saginaw</i>
<i>Eastpointe</i>	<i>Monroe</i>	<i>Southgate</i>
<i>Ferndale</i>	<i>Muskegon</i>	<i>Wyandotte</i>
<i>Garden City</i>	<i>Oak Park</i>	

## **B. Selection of Benchmark Positions for Survey Purposes**

When developing the salary survey, it is important to select positions that are likely to have data available from the surveyed municipalities. These positions are referred to as benchmark positions. Based on the size of the Study and number of positions in Jackson, GovHR recommended limiting the benchmark positions in the survey to approximately thirty (30) positions. This is because as the number of positions surveyed increases there tends to be a decline the number of organizations responding to the survey. This decline in response rates is thought to be due to the amount of work organizations need to devote to completing a lengthier survey. Positions recommended as benchmarks are those that:

- 1) Are representative of each occupational grouping (e.g., Administration, Finance, Police, etc.).
- 2) Include multiple numbers of City employees, when possible.
- 3) Can be described in a concise manner that accurately identifies the nature of work and level of difficulty.
- 4) Are known to commonly exist in other communities.

After discussion with City Administration, twenty-six positions were selected as benchmark positions for the survey. Below is a list of all the surveyed positions:

Admin. Asst. to City Manager	Computer Network Manager of IS
Admin. Asst. to DEI Director	Computer Systems & Network Technician
Admin. Asst. to Director Police & Fire Services	Director of Finance/Purchasing Agent
Appraiser	Director of Personnel
Assistant Treasurer/Tax Supervisor	Director of Planning
Building Maintenance Supervisor	Director of Public Works
Chief Building Officer/Asst. Director Comm. Dev.	Fiscal Supervisor (Public Works/Water)
City Attorney	GIS Coordinator
City Clerk	Meter Services Supervisor
City Engineer	Paralegal
City Manager	Records Management Supervisor
Code Enforcement Officer I	Water Billing Supervisor
Code Enforcement Officer III	Water Treatment Plant Supervisor

## **C. Salary Survey**

After identifying the benchmark positions, the Consultants then prepared and distributed a salary survey to the seventeen (17) comparable communities. Full or partial salary data was obtained for fifteen (15) of the seventeen (17) comparable communities, through both completion of the survey and/or collection of salary schedules and labor agreements. Table 2 is a summary of the benchmark salary survey data. The

detailed salary survey data for each position is contained in Appendix C. It is important to make a few observations regarding Table 2 and Appendix C.

- 1) The salary data is information that was available as of March – June 2023. The new recommended salary ranges for the City were developed using this salary data from the comparable communities.
- 2) Some of the comparable municipalities provided salary range minimums and maximums for comparison purposes, while others (those that don't utilize salary ranges as part of their pay plans) provided actual salaries for surveyed positions. The salary range minimums and maximums were analyzed to determine the 50<sup>th</sup>, 60<sup>th</sup>, 65<sup>th</sup>, 75<sup>th</sup> and 80<sup>th</sup> percentiles to identify wage ranges for "average" and "above average" payers. Any actual salaries provided by the comparable municipalities were only analyzed in a few instances when there was not enough salary range information. Salary ranges are a better gauge of market salaries than an actual salary and are thus preferred to conduct analysis.
- 3) Salary ranges associated with positions that have been reclassified may not be consistent with other salary ranges in a particular Grade.
- 4) Data contained within Appendix C has been thoroughly reviewed. If the Consultants determined the data was not relevant, it was removed. Thus, if a specific position within the salary survey has two worksheets associated with it in Appendix C, then data was removed. The second data sheet will have the word "Edited" after the title of the position surveyed. If a specific data point was removed, it is highlighted on the first and second worksheets and then removed on the second worksheet associated with the position.

#### **D. Appraisal and Use of Salary Data**

While comparing Jackson's current salaries to those paid by other employers in the comparable communities, it must be noted that variations in compensation may be due to several factors, including:

- 1) Organizational size and economic conditions can have an impact on positions. In smaller organizations, employees are often asked to "wear many hats" and therefore take on more duties and responsibilities than would normally be required of a certain position. In addition, the economic downturn forced organizations to "do more with less", compelling staff to take on more duties and responsibilities than they have in the past. Therefore, it becomes increasingly harder to compare "like" positions within organizations.

- 2) Some employers place a different relative worth on certain groups of employees. For example, some employers are forced to place a higher value on certain employees or groups of employees because of the market, and therefore, pay them more. Overall, the policies and value judgments of different employers in compensating the same kind of work can vary widely. There is rarely a single prevailing rate for any particular kind of work, even within the same labor market.
- 3) It can be difficult to make exact comparisons among the different employers of the duties and responsibilities of ostensibly similar jobs.

Nevertheless, comparative salary data is widely recognized as a good measure of the appropriate compensation rates with respect to the prevailing market. This data is also useful as an indication of prevailing opinions concerning the compensation relationships that should exist among different classifications of work. Of equal importance, however, are the internal relationships for the various positions that were accomplished in the Job Evaluation portion of this Study.

#### **E. The Benefits Survey and Findings**

The benefits portion of the survey collected data related to the following benefits:

Leave: Sick – Holiday – Vacation

Longevity

Wellness Program

Performance Bonus

Volunteer Benefit

A review of the benefits offered in Jackson versus the comparable communities shows that the City's benefits are competitive with the other entities surveyed. Overall, the benefits compared well; however, there are a few differences, which are listed below:

Leave – Sick – Holiday and Vacation – All of the comparable communities offer 12 days of sick leave and all but one have less than the 180 days that Jackson allows employees to accumulate. Allen Park allows employees to accumulate an unlimited amount of sick leave.

Longevity – No employers surveyed offer this benefit, which is similar to Jackson.

Wellness Program – The majority of comparable communities offer this benefit and it includes a fitness component. Jackson also provides a discount on insurance for adults who provide a negative test for nicotine.

Performance Bonus – No employers surveyed include this benefit, which is similar to Jackson.

Volunteer Benefit – Only one community offers this benefit, Garden City. It allows employees to earn up to eight paid hours of volunteer time. It must be used in no less than four-hour increments at non-profits within the City limits during regular working hours.

Appendix D contains tables summarizing the detailed data related to the benefits survey.

## **VI. COMPENSATION PLAN DEVELOPMENT AND RECOMMENDATIONS**

### **A. Development of the Compensation Plan**

A basic element in any human resources management program is adequate and equitable employee compensation. A Compensation Plan of this nature is essential if qualified employees are to be recruited and retained. To achieve this goal, there must be a reasonable and widely accepted model of Job Factors upon which the Compensation Plan rests. Application of this model was the purpose of the Job Evaluation aspect of this Study. The Plan presented in this report is designed to accomplish the Study goals by:

- 1) Providing for equal compensation for work of equivalent job content and responsibility.
- 2) Facilitating adjustments to compensation levels based on changing economic and employment conditions that impact these interrelationships.
- 3) Establishing compensation ranges that compare favorably with those of other equivalent jurisdictions within the appropriate labor market.

In preparing this Plan, the Study only looked at base compensation. The compensation associated with longevity or other fringe benefits was not analyzed or factored into the Compensation Plan.

### **B. Compensation Plan Options for the City's Consideration**

One of the purposes of this Study was to provide an updated Compensation Plan that relates to the external market and is internally equitable. Below is a detailed explanation of three (3) different Compensation Plans:

- 1) **Defined Increment Plan:** This is a Compensation Plan that has salary ranges with a minimum and a maximum with defined percentage increments (e.g., 3%) in between. If an employee has a satisfactory performance evaluation, he/she systematically advances through the compensation range. The performance evaluation and resulting salary increment increase occurs annually.
- 2) **Open Range Merit Plan:** This is a Compensation Plan that also has salary ranges with minimums and maximums, but without defined percentage increments in between. Employees are advanced through the compensation range based on an annual satisfactory performance evaluation, with the percentage of their increase determined annually by City Administration.
- 3) **Blended Merit Plan:** This is a Compensation Plan that uses techniques from both a Defined Increment Plan and an Open Range Merit Plan.

In considering which Plan to use, it is important to understand that employees at various levels of responsibility may react differently toward, and be motivated differently by, the Compensation Plan they work under. Management personnel that are goal-oriented may have a higher acceptance of the Open Range Merit Plan, and thus tend to be more comfortable with this method of compensation. Mid to lower-level positions may want the assurance of a defined salary increase based on satisfactory performance. Possible advantages and disadvantages of each Plan are summarized below.

### **Defined Increment Plan**

#### **Advantages**

City: A Defined Increment Plan has the advantage of creating financial predictability because it is easier for management to predict and plan for salary increases on an annual basis.

Employees: Employees like a Defined Increment Plan because it offers security and predictability for advancement through the range. Another advantage of this Plan is that it offers a high degree of internal equity and fairness – the expectation that fellow workers in this Plan are all being treated the same.

#### **Disadvantages**

City: The City may feel that a Defined Increment Plan simply rewards compensation increases on a routine basis. However, by tying the increase to a satisfactory performance evaluation, the City can be assured that only employees with acceptable performance will receive a salary increase.

Employees: Employees may feel unmotivated to perform at an above average or at a superior level, knowing their salary increase amount is pre-determined. One way to remove this negative notion is to allow an employee with a superior performance evaluation to get a two (2) increment increase. This, however, would be the exception and not the rule. Most employees would be considered “average” performers and receive a one (1) increment increase.

## **Open Range Merit Plan**

### **Advantages**

City: The Open Range Merit Plan tends to motivate employees to perform at a higher level, thereby achieving greater production/benefit for the City. This Plan also enables the supervising authority to reward high-performing employees with a salary increase greater than a defined increment.

Employees: Employees who are high performers like working under this Plan as they can earn a higher percentage salary increase.

### **Disadvantages**

City: Anticipating the cost of merit increases has less financial predictability, as it is not always possible to know how many employees will be high performers in any given year. However, the City can fund a “merit increase pool” for all Open Range Merit Plan employees to receive an average percentage (i.e., a 2-3% increase), knowing that some employees will receive less (or no) increase and some employees will earn more.

Employees: An Open Range Merit Plan can create a perceived inequity regarding how individuals are granted salary increases. It is incumbent upon management to use an equitable performance evaluation system when implementing this Plan. It is also incumbent on management to ensure that the performance evaluation system is applied fairly and that supervisors receive appropriate training on conducting the evaluation and using the evaluation tool properly.

## **Blended Merit Plan**

There are positives and negatives for both Defined Increment and Open Range Merit Plans. However, it is also possible to design a pragmatic salary system that uses elements of both Defined Increment and Open Range Merit Plans. It is becoming increasingly common for organizations to have a Blended Merit Plan for various levels of positions that reflects the particular circumstances and culture of the organization. A Plan of this type is customizable to the needs of the organization. It is also the

preferred Plan for organizations that are transitioning from a Defined Increment Plan to an Open Range Merit Plan. The following is one example of a Blended Merit Plan:

**Exempt:** All exempt employees are in an Open Range Merit Plan.

**Non-exempt:** Non-exempt employees are in a Blended Merit Plan. In this Plan, salary ranges begin at the minimum with, for example, three (3) defined increments and then transition into an open range. The initial increment of the assigned range is intended as the normal hiring/promoting rate. Increments two (2) and three (3) would be awarded upon successful completion of the employee's initial evaluation period and/or after another period that is set by the City (e.g., increment two (2) after the initial evaluation and increment three (3) after an additional year of employment.) After that, the employee may advance through the open range as a result of a successful performance evaluation.

### **C. Recommendation: Open Range Merit Plan**

GovHR is recommending that the City adopt an Open Range Merit Plan. An Open Range Merit Plan has salary ranges with minimums and maximums, but without defined percentage increments in between. Employees are advanced through the ranges based on an annual satisfactory performance evaluation, with the percentage of their increase determined by their supervisor and City Administration.

The Open Range Merit Plan also allows maximum flexibility for the City relative to recruitment and funding as employees can be hired within the range and the increases provided annually for meritorious performance can fluctuate based on available funding. Given Jackson's goal to recruit, reward and retain motivated, high-performing employees, the Open Range Merit Plan has been selected for recommendation.

### **D. Pay Philosophy**

An important component in the process of developing a Compensation Plan is understanding and applying the pay philosophy of the City. In Jackson, the City subscribes to a pay philosophy of compensation employees at a rate at the 75<sup>th</sup> percentile.

## **E. Proposed Compensation Plan and Structure**

The next step in this process is to combine the JFA scores included in Tables 1 and 2 with the proposed salary ranges in Table 3. The Classification and Compensation Plan consists of thirteen (13) pay grades; one (1) being lowest and thirteen (13) being highest and is broken down into the following three (3) bands:

Grades 1 – 3: Administrative and Technical Staff

Grades 4 – 9: Supervisors and Advanced Technical Staff

Grades 10 – 13: Directors and Senior Manager

All proposed pay ranges are open ranges. There is a 5% gradation between Grades 1 – 3, a 7.5% gradation between Grades 4 – 9 and an 8.5% gradation between Grades 10 – 13. Grades 1 – 3 have a 30% range spread from minimum to maximum, Grades 4 – 9 have a 35% range spread from minimum to maximum and Grades 10 – 13 have a 40% range spread from minimum to maximum.

**Note 1:** Different compensation grades may have different ranges from minimum to maximum compensation. It is appropriate for the lower grades in a Compensation Plan to have a smaller spread from minimum to maximum as it is likely that new employees would start at the minimum compensation of the range. Conversely, it is more likely that more experienced employees or Department Head level employees may be hired at a rate above the minimum compensation of a range, thus it is necessary to have a greater spread from minimum to maximum compensation.

**Note 2:** Gradation refers to the relationship between the minimum compensation of one grade to the minimum compensation of the next grade. In this case, the starting compensation for employees in Grade 2 is 5% higher than Grade 1 and so on. The gradation will vary depending upon the relationship between the salary data for the grade, the number of grades in the compensation band and the established compensation range.

Table 2 combines all of the classification and compensation data at the 75<sup>th</sup> percentile.

### **Implementation and Administration of the Compensation Plan**

Implementation of the Compensation Plan, as it affects individual employees, should be under the following pattern of adjustments:

- 1) Employees whose present compensation is below the minimum compensation of the range for their classification should be raised to the minimum of the range.
- 2) The compensation of employees whose present compensation is within the range for their classification should be slotted into the new Compensation Plan at their current pay rate.
- 3) The compensation of employees whose present compensation is above the maximum compensation of the range should be held at their present rate, without a reduction in compensation, until such time that further market analysis indicates commensurate alignment with the marketplace. However, the City can consider lump sum increases for these employees, which does not impact base compensation levels, until the ranges adjust to include the individual employee compensation rates.

In other studies, GovHR has been asked for ideas on how to address the situation of long-term employees whose current compensation falls near the bottom (within 5 - 10%) of the proposed range. If this occurs, it illustrates that the position has been compensated at less than the market rate for someone with similar tenure. Thus, some communities elect to make additional adjustments for those employees at implementation. This program is discretionary for the City to adopt and only occurs one time, at the implementation of the new Classification and Compensation Plan. If the City wishes to consider such a program, an example is illustrated below:

<b>Service</b>	<b>Adjustment</b>
1 - 3 Years	0%
Over 3 and up to 8 Years	1%
Over 8 and up to 15 Years	2%
Over 15 Years	3%

**Employee Advancement through the Ranges**

To implement the new Compensation Plan, GovHR recommends that the starting salary of the range (minimum) is the normal hiring/promoting rate. Exceptions to this starting point should be limited to hiring situations involving:

- 1) Applicants with exceptional background and qualifications.

- 2) A promotion in which the employee's current compensation is higher than the minimum of the new range.
- 3) In the case of a labor market situation where it is impossible to recruit qualified candidates at the minimum.

In these cases, employees may be appointed to their positions anywhere within the defined range (generally up to the midpoint), depending on their experience and qualifications, and based on the provisions of the City's policies (if applicable). Employees should not be hired below the minimum of their compensation range.

Salary advancement between the hiring rate and the top of the range (maximum) is done throughout the employee's tenure with the organization. Advancement through the range would be done on an annual basis and be dependent on a satisfactory performance evaluation. Incumbents progressing through the range should understand that standards of performance would become more exacting or controlling as compensation levels advance. Typical movement through the range could be in increments of 1% to 3%, depending on the employee's performance evaluation and goal attainment, as well as the financial resources of the City.

The City may also wish to provide a merit bonus for exemplary performance after an employee reaches the maximum compensation for the range. If this option is exercised, then an employee would be eligible to receive a payment after a successful performance evaluation each year. This payment should not be worked into the base salary. It can be in the form of a lump sum payment that is a set amount calculated each year and the same for all employees, such as \$500 for meeting expectations and \$1,000 for exceeding expectations. Another option is to calculate a percentage of the employee's base compensation and provide a lump sum payment equivalent to that amount, such as 1% for meeting expectations and 2% for exceeding expectations.

It is recommended that the City set aside a "merit pool" every year, to fund increases for employees in this Plan. This money would then serve as the pool for merit payments, knowing that some employees will be high performers, getting a higher percentage, and some employees will be lower performers, getting a lower percentage.

Again, it should also be noted that the implementation and use of a formal performance evaluation process for all staff members is a key component to the success of this Plan. Equally, if not more important, is that supervisors are adequately trained to perform the formal performance evaluation process.

#### **F. Future Administration of the Compensation Plan**

To maintain competitive salary levels there should be an annual review of the City's salary ranges. The seventeen (17) communities used in the survey group for this Study have been determined to be comparable jurisdictions to the City. Therefore, Jackson can continue to use these jurisdictions as a comparable salary survey group for annual salary comparison purposes, until it is determined that they are no longer valid comparable communities. As mentioned earlier, the salary levels for these comparable communities are current as of March – June 2023. It is GovHR's recommendation that an annual survey of these communities be conducted to determine the percentage increase each organization in the comparable group is granting, either as an annual across-the-board increase to their employees or as a general adjustment to their compensation ranges. The City may wish to provide an across-the-board increase to all employees based on the information received from the comparable communities. If this is the case, then the increases would be granted separately from any merit increase that would be awarded as a result of a successful performance evaluation.

Considering the timing of this report, GovHR worked with the City to survey the comparable communities to determine the average general increase for FY24. The average for FY24 is 3.8%. Thus, the City should consider increasing the compensation plan by at least the same amount in order to ensure it remains competitive with the market.

It is the further recommendation of GovHR that the compensation ranges for each grade be increased by the average percentage increase of the comparable group, even if an across-the-board increase is not given to all employees. Employees would continue to advance through the compensation ranges (provided that the employee is not at the maximum of the compensation range) by virtue of a merit increase granted for satisfactory or above satisfactory performance of their job duties. Finally, it is recommended that the City review the compatibility of the municipalities after five (5) years.

## **G. Future Administration of the Classification Plan**

The administration of a Classification Plan is an ongoing process. It must be recognized that it is not static and is not intended to affix positions permanently into classifications. Instead, the Plan must be administered continually to adapt it to changing conditions.

Three (3) specific types of changes in the Plan itself are possible: abolition of a position, creation of a position, or a revision of a position.

- 1) When a position in a classification is eliminated or when a position has significantly changed work duties and responsibilities to the extent that the position becomes inappropriate or inaccurate, the position should be abolished.
- 2) New positions should be created when new work situations arise that are not covered by the established positions. However, caution should be exercised in this respect, particularly to assure that new positions are justified, are not merely duplicating established positions, cannot be accommodated through changes in existing positions, and reflect substantially permanent rather than temporary situations.
- 3) The adjustment or revision of a position should be done when there are substantial changes to the requirements of the position or to the nature and complexities of the duties being performed. In this instance, a position may need to be re-scored and move up or down into a new classification.

All changes should be thoroughly evaluated for their effect on employee morale and the integrity of the classification relationships established in the Classification and Compensation Plan. City Administration has been provided with the Job Analysis Questionnaire as well as the Job Factor Scoring Sheet, enabling the City to grade a newly created or revised position. GovHR provides scoring assistance in such cases free of charge for one (1) year after the delivery of this report.

### **Appreciation**

GovHR has appreciated the opportunity to work with the City of Jackson on this Classification and Compensation Study. A special thank you to the employees for all of the information provided to allow for the analysis and to the City Administration for the significant amount of work and support dedicated to the project.

Table 1 - Classification Plan

Current Job Title	Grade	Total Score	Skill Level
<b>City Manager</b>			
City Manager			Contract
<b>Directors and Senior Managers</b>			
Director of Police & Fire Services	13	785	735+
Director of Finance/Purchasing Agent		770	(25 points)
Director of Public Works		760	
Asst. City Manager/Director Comm. Development		755	
Director/City Attorney		735	
<b>Grade 12</b>			
Director/City Engineer	12	730	705 to 730
Deputy Director - Police		720	
Deputy Director - Fire		720	
Chief Building Officer/Assistant Director		705	
<b>Grade 11</b>			
Director of Parks, Recreation and Cemeteries	11	685	675 to 700
Assistant Director of Public Works		680	
<b>Grade 10</b>			
Director/Assessor	10	670	645 to 670
Water Plant Supervisor		660	
Wastewater Plant Superintendent		660	
Director/City Clerk		655	
<b>Supervisors and Advanced Technical</b>			
<b>Grade 9</b>			
Human Resources Manager	9	635	600 to 640
Senior Assistant City Attorney/Prosecutor		630	(40 points)
Assistant City Engineer		615	
Senior Assistant City Attorney		605	
Computer Network Manager of Info Services		600	
<b>Grade 8</b>			
Director DEI Dept./Chief Equity Officer	8	590	555 to 595
Assistant Director Parks and Rec		590	
Planning Director		590	
Public Works General Foreman		590	
Building Maintenance Supervisor		580	
Superintendent of Parks and Golf		570	
Assistant Water Plant Operator		570	
Assistant Finance Director		565	
Wastewater/Maintenance Supervisor		560	
IPP Supervisor		560	
Meter Service Supervisor/LSL		555	
Utility Billing Supervisor		555	
<b>Grade 7</b>			
Assistant Treasurer/ Tax Supervisor	7	550	510 to 550
Records Management Supervisor (PD)		535	
Elections and Records Coordinator		525	
Records Manager Supervisor (CD)		525	
Public Information Officer		520	

Table 1 - Classification Plan

Current Job Title	Grade	Total Score	Skill Level
Fiscal Supervisor DPW and Utilities		515	
IPP Coordinator	6	500	465 to 505
Senior Appraiser		500	
Grant Coordinator		500	
Electrical Inspector		495	
GIS Coordinator		470	
Recreation Services Coordinator	5	450	430 to 460
Paralegal		445	
Appraiser	4	420	395 to 425
Administrative Assistant to Director of Police & Fire		420	
Financial Analyst		420	
Property Management Coordinator		420	
Administrative Assistant to the City Manager		415	
Purchasing Coordinator		410	
Parking Manager/Engineering Assistant		410	
Labor Relations Technician		395	
<b>Administrative and Technical</b>			
GVI Coordinator	3	390	360 to 390
Evidence Management Coordinator		380	
GIS Specialist		370	
Cadet		365	
Rehab Specialist/Building Inspector		365	
Code Enforcement Officer III		365	
Admin. Assistant - Elections and Records	2	355	335 to 355
Code Enforcement Officer I		355	
Administrative Assistant - DEI		345	
No Positions in Grade	1		

City of Jackson, MI  
Table 2 - Comprehensive Table

Job Title	Current Grade	New Grade	JFA Score	Skill Level	75th Percentile Salary Range Survey Data		75th Percentile Actual Salary Survey Data		Current Salary Range		Current Salary	Proposed Salary Range 75th Percentile	
<b>City Manager</b>													
City Manager		Contract						152,001	202,667		154,482	144,500	202,300
<b>Directors and Senior Managers</b>													
Director of Police & Fire Services	20	13	785	735+					93,998	131,644	131,644	106,654	149,315
Director of Finance/Purchasing Agent	20		770	(25 points)	98,765	124,719	115,671	154,228	93,998	131,644	122,152		
Director of Public Works	20		760		100,243	127,164	102,499	136,666	93,998	131,644	117,662		
Asst. City Manager/Director Comm. Development	20		755						93,998	131,644	131,644		
Director/City Attorney	21		735						127,308	159,135	152,770		
Director/City Engineer	20	12	730	705 to 730	96,388	112,511	90,469	120,625	93,998	131,644	131,644	98,298	137,618
Deputy Director - Police	17		720						80,533	112,694	112,694		
Deputy Director - Fire	19		720						89,260	124,910	124,910		
Chief Building Officer/Assistant Director	15		705		75,309	90,655	69,291	92,388	73,056	102,229	102,229		
Director of Parks, Recreation and Cemeteries	20	11	685	675 to 700					93,998	131,644	131,644	90,598	126,837
Assistant Director of Public Works	14		680						69,315	96,987	96,987		
Director/Assessor		10	670	645 to 670								83,500	116,900
Water Plant Supervisor	14		660	-	87,889	99,497	103,894	138,525	69,315	96,987	96,987		
Wastewater Plant Superintendent	14		660						69,315	96,987	96,987		
Director/City Clerk	20		655		91,631	111,717	78,226	104,302	93,998	131,644	101,304		
<b>Supervisors and Advanced Technical</b>													
Human Resources Manager	12	9	635	600 to 640					61,337	85,771	76,698	79,677	107,565
Senior Assistant City Attorney/Prosecutor	17		630	(40 points)					80,533	112,694	93,504		
Assistant City Engineer	15		615						73,056	102,229	102,229		
Senior Assistant City Attorney	17		605						80,533	112,694	104,588		
Computer Network Manager of Info Services	10		600		86,447	104,786	93,184	124,245	61,337	85,771	85,771		
Director DEI Dept./Chief Equity Officer	20	8	590	555 to 595					93,998	131,644	117,662	74,119	100,060
Assistant Director Parks and Rec	14		590						69,315	96,987	96,987		
Planning Director	14		590		76,125	100,008			69,315	96,987	86,715		
Public Works General Foreman	14		590		72,255	86,293			69,315	96,987	96,987		
Building Maintenance Supervisor	10		580		75,226	89,840			54,104	75,795	70,325		
Superintendent of Parks and Golf	14		570						69,315	96,987	96,987		
Assistant Water Plant Operator	12		570						61,337	85,771	73,894		
Assistant Finance Director	17		565						80,533	112,694	86,778		
Wastewater/Maintenance Supervisor	10		560						54,104	75,795	65,251		
IPP Supervisor	11		560						57,595	80,533	72,017		
Meter Service Supervisor/LSL	10		555		55,780	69,950			54,104	75,795	60,542		
Utility Billing Supervisor	12		555						61,337	85,771	85,771		
Assistant Treasurer/ Tax Supervisor	15	7	550	510 to 550	66,737	87,273	78,190	104,254	73,056	102,229	98,479	68,947	93,079
Records Management Supervisor (PD)	10		535		54,338	66,920			54,104	75,795	75,795		
lections and Records Coordinator	10		525						54,104	75,795	73,011		
Records Manager Supervisor (CD)	12		525						61,337	85,771	85,771		
ublic Information Officer	10		520						54,104	75,795	73,011		
iscal Supervisor DPW and Utilities	12		515						61,337	85,771	85,771		

City of Jackson, MI  
Table 2 - Comprehensive Table

Job Title	Current Grade	New Grade	JFA Score	Skill Level	75th Percentile Salary Range Survey Data		75th Percentile Actual Salary Survey Data		Current Salary Range		Current Salary	Proposed Salary Range 75th Percentile	
IPP Coordinator	6	6	500	465 to 505					43,362	58,840	51,520	64,137	86,585
Senior Appraiser	10		500						54,104	75,795	75,795		
Grant Coordinator	11		500						57,595	80,533	64,403		
Electrical Inspector	13		495						65,320	91,501	91,501		
GIS Coordinator	11		470		73,671	89,389			57,595	80,533	80,533		
Recreation Services Coordinator	11	5	450	430 to 460					57,595	80,533	69,576	59,663	80,544
Paralegal	9		445						50,615	70,808	69,511		
Appraiser	8	4	420	395 to 425	55,494	65,579			48,865	66,075	50,115	55,500	74,925
Administrative Assistant to Director of Police & Fire	8		420		46,250	58,427	47,768	63,690	48,865	66,075	57,220		
Financial Analyst	10		420						54,104	75,795	67,741		
Property Management Coordinator	8		420						48,865	66,075	61,786		
Administrative Assistant to the City Manager	10		415		55,507	74,259			54,104	75,795	67,741		
Purchasing Coordinator	10		410						54,104	75,795	75,795		
Parking Manager/Engineering Assistant	10		410						54,104	75,795	58,312		
Labor Relations Technician	7		395						46,123	62,334	56,382		
<b>Administrative and Technical</b>													
GVI Coordinator	8	3	390	360 to 390					48,865	66,075	61,786	52,369	68,079
Evidence Management Coordinator	8		380						48,865	66,075	59,751		
GIS Specialist	9		370						50,615	70,808	52,539		
Cadet			365										
Rehab Specialist/Building Inspector	10		365						54,104	75,795	75,795		
Code Enforcement Officer III	9		365		54,826	70,787			50,615	70,808	68,214		
Admin. Assistant - Elections and Records	8	2	355	335 to 355					48,865	66,075	49,699	49,875	64,838
Code Enforcement Officer I	7		355		41,322	52,414			46,123	62,334	60,846		
Administrative Assistant - DEI	7		345						46,123	62,334	50,995		
No Positions in Grade		1										47,500	61,750

Table 3 - Proposed Pay Ranges

75th Percentile - Proposed Pay Ranges		
Administrative and Technical <i>5% Between Each Grade and a 30% Range Spread</i>		
	Minimum	Maximum
<b>1</b>	47,500	61,750
<b>2</b>	49,875	64,838
<b>3</b>	52,369	68,079

Supervisors and Advanced Technical <i>7.5% Between Each Grade and a 35% Range Spread</i>		
	Minimum	Maximum
<b>4</b>	55,500	74,925
<b>5</b>	59,663	80,544
<b>6</b>	64,137	86,585
<b>7</b>	68,947	93,079
<b>8</b>	74,119	100,060
<b>9</b>	79,677	107,565

Directors and Senior Managers <i>8.5% Between Each Grade and a 40% Range Spread</i>		
	Minimum	Maximum
<b>10</b>	83,500	116,900
<b>11</b>	90,598	126,837
<b>12</b>	98,298	137,618
<b>13</b>	106,654	149,315

City Manager <i>40% Range Spread</i>		
	Minimum	Maximum
	144,500	202,300

# APPENDIX A

# EMPLOYEE JOB ANALYSIS QUESTIONNAIRE (JAQ)

## CITY OF JACKSON, MICHIGAN

NAME:	DATE:
YEARS OF EXPERIENCE WITH EMPLOYER:	JOB TITLE:
YEARS OF EXPERIENCE ON THIS JOB:	YOUR JOB IS: FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/>
YOUR YEARS OF EXPERIENCE IN THIS FIELD:	YOUR EDUCATION: <input type="checkbox"/> High Sch. <input type="checkbox"/> Assoc. Deg. <input type="checkbox"/> Bach. Deg. <input type="checkbox"/> Mas. Deg.
NAME OF IMMEDIATE SUPERVISOR:	HIS/HER TITLE:

### INSTRUCTIONS

The purpose of this questionnaire is to obtain additional information about your job that may not be included in your current job description. Please answer each question thoughtfully and frankly. After you have finished your portion of the questionnaire, give it to your immediate supervisor, who will complete his/her section.

**General Summary:** In three or four sentences, please summarize the major purpose or primary function of your job.

Please indicate if you have reviewed your current job description.

If you have any changes to your current job description, please mark them on the JD and attach it to this JAQ, or indicate changes here:

If you do not have a job description available to review, please list your job duties. Try to place your duties in order of importance and group "like" tasks together (e.g., "clerical duties including word processing, opening mail, filing, etc." or "front desk responsibilities including greeting visitors, answering telephones and routing calls, etc."). Job duties:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

Feel free to add more numbers/duties if necessary.

**FACTOR 1. Education & Training:** In your opinion, what kind of education and training is necessary to perform your job?

- LEVEL 1: Level of knowledge that is below what is normally attained through high school graduation.
- LEVEL 2: High school diploma (GED) or equivalent.
- LEVEL 3: High school, plus elementary technical training, acquired on the job or through one year or less of technical or business school.
- LEVEL 4: Extensive technical or specialized training such as would be acquired by an Associate’s Degree or two years of technical or business school.
- LEVEL 5: Completion of four-year college degree program.
- LEVEL 6: Additional professional level of education beyond a four-year college program, such as a CPA or Professional Engineer (P.E.) training.
- LEVEL 7: Completion of graduate coursework equal to a Master’s Degree or higher.

What specific degree/coursework is NECESSARY?

What specific degree/coursework is PREFERRED?

If a specific certificate or license is mandated by an outside agency to perform your duties, name the certificate or license:

What special skills, knowledge, and abilities are required to perform your job? Please list:

**FACTOR 2. Years of Experience:** How much previous work experience do you feel is necessary to perform your job?

- |   |                                       |                                       |  |   |
|---|---------------------------------------|---------------------------------------|--|---|
| LEVEL 1:                                  | LEVEL 2:                              | LEVEL 3:                              | LEVEL 4:                               | LEVEL 5:                                    |
| <input type="checkbox"/> Less Than 1 Year | <input type="checkbox"/> 1 to 3 Years | <input type="checkbox"/> 4 to 6 Years | <input type="checkbox"/> 7 to 10 Years | <input type="checkbox"/> More than 10 Years |

What is the minimum number of years required?

What specific experience is necessary?

---

**FACTOR 3. Independent Judgment and Decision Making**

**Part 1:** How much discretion do you have in making decisions with or without the input or direction of your supervisor?

- LITTLE:** Little discretion or independent judgment exercised.
- SOME:** Some discretion or judgment exercised, but supervisor is normally available.
- OFTEN:** Job often requires making decisions in absence of specific policies and/or guidance from supervisors, but some direct guidance is received from supervisors.
- HIGH:** High level of discretion with decisions restricted only by Departmental policies and little direct guidance from supervisors.
- VERY HIGH:** Very high level of discretion with decisions only restricted by the broadest policies of the Organization.

**Part 2:** If you make an erroneous decision, what impact would this decision have on your work unit, department, and/or the Organization?

- MINOR:** Some inconvenience and delays but minor costs in terms of time, money, or public/employee good will.
- MODERATE:** Moderate costs in time, money, or public/employee good will would be incurred. Delays in important projects/schedules likely.
- SERIOUS:** Important goals would not be achieved and the financial, employee, or public relations posture of the Organization would be seriously affected.
- CRITICAL:** Critical goals and objectives of the Organization would be adversely and very seriously affected. Error could likely result in critical financial loss, property damage, or bodily harm/loss of life.

---

**FACTOR 4. Responsibility for Policy Development:** Does your job require you to participate in the development of policies for your unit/division/department/the Organization?

- LEVEL 1:** Position involves only the execution of policies or use of existing procedures.
- LEVEL 2:** May provide some input to supervisor when policies and procedures are updated.
- LEVEL 3:** Position involves some development of policies/procedures for the Department and/or the interpretation or explanation of departmental policies for others in the organization or residents.
- LEVEL 4:** Position involves significant or primary responsibility for the development of policies and procedures for a division or organizational component of a department, as well as the interpretation, execution and recommendation of changes to department policies.
- LEVEL 5:** Position involves significant or primary responsibility for the development of policies and procedures for an entire department, plus occasional participation in the development of policies which affect other departments in the organization.
- LEVEL 6:** Position involves the primary responsibility for the development of departmental policies and procedures and regular participation in the development of policies that affect other departments and occasionally involves participation in the development of organization-wide policies.

Give some examples of the types of policies you've written or been a part of creating:

---

**FACTOR 5. Planning:** How much latitude do you have to set your own daily work schedule and priorities for a given workday?

- LEVEL 1: Position requires that my daily work load and activities are assigned to me by my supervisor.
- LEVEL 2: Position requires that I plan my own daily work load and work independently according to established procedures or standards.
- LEVEL 3: Position requires that I plan my own daily work load and those of others in the department (first-level supervision).
- LEVEL 4: Position requires an above average ability to analyze data and develop departmental plans, including plans where a number of difficult, technical and/or administrative problems must be addressed (Manager/Division level planning).
- LEVEL 5: Position requires a high level of analytical ability to develop plans for a department or complex situation, including plans that involve integrating/involving/impacting other departments (Department Head level planning).

**FACTOR 6. Contacts with Others:** In the course of performing your job, what contacts with people in your department, other departments within the organization, and/or people from outside the organization are you required to make?

- LEVEL 1: Position involves interaction with fellow workers on routine matters with relatively little public contact.
- LEVEL 2: Position involves frequent internal and external contact, but generally on routine matters such as furnishing or obtaining information.
- LEVEL 3: Position involves frequent internal contact and regular contact with outsiders generally on routine matters, including contacts with irate outsiders which require some public relations skill for taking complaints for others to follow up upon.
- LEVEL 4: Position involves frequent internal and external contacts which require public relations skills in handling complaints. Contacts involve non-routine problems and require in-depth discussion and/or persuasion in order to resolve the problem. Handles more difficult contacts that are referred by front line employees.
- LEVEL 5: Position involves frequent internal and external contacts which require skill in dealing with, and influencing others, and initiating changes in policy/procedures to address the issue so as to avoid having to deal with the issue again in the future.
- LEVEL 6: Position involves frequent internal and external contacts in which I act as the spokesperson for the department and am authorized to make commitments of significant resources on behalf of the department.
- LEVEL 7: Position involves frequent internal and external contacts where I represent the entire organization and am authorized to make commitments in matters of broad or critical interest to the entire organization.

With which internal individuals or groups do you have the most contact?

With which external individuals or groups do you have the most contact?

**FACTOR 7. Supervision Given:**

Do you supervise or assign work to other employees?  Yes  No

If yes:

- LEVEL 1: Position is regularly responsible for assigning work to an employee or employees, without acting in a supervisory role. To whom does this position assign work?

- LEVEL 2: Position is responsible for the supervision of one full time or several part time employees.
- LEVEL 3: Position is responsible for the supervision of two to five full time (or full time equivalent) employees.
- LEVEL 4: Position is responsible for the supervision of six to 15 full time (or full time equivalent) employees.
- LEVEL 5: Position is responsible for direct and/or indirect supervision of 16 to 29 full time (or full time equivalent) employees.
- LEVEL 6: Position is responsible for direct and/or indirect supervision of 30 to 50 full time (or full time equivalent) employees.
- LEVEL 7: Position is responsible for direct and/or indirect supervision of more than 51 full time (or full time equivalent) employees.

Actual number of full-time (or full-time equivalent) employees supervised:

---

**FACTOR 8. Physical Demands:** Please describe any physical demands required to perform your job.

Demand	No	Yes	How often? (Rarely, Occasionally or Daily)
Lifting to 20 pounds	<input type="checkbox"/>	<input type="checkbox"/>	
Lifting 20-50 pounds	<input type="checkbox"/>	<input type="checkbox"/>	
Lifting 50+ pounds	<input type="checkbox"/>	<input type="checkbox"/>	
Climbing	<input type="checkbox"/>	<input type="checkbox"/>	
Walking	<input type="checkbox"/>	<input type="checkbox"/>	
Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	
Crouching	<input type="checkbox"/>	<input type="checkbox"/>	
Crawling	<input type="checkbox"/>	<input type="checkbox"/>	
Bending	<input type="checkbox"/>	<input type="checkbox"/>	
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	
Prolonged Standing	<input type="checkbox"/>	<input type="checkbox"/>	
Prolonged Visual Concentration	<input type="checkbox"/>	<input type="checkbox"/>	

**Unpleasant or Hazardous Conditions:** Please describe any unpleasant or hazardous conditions you are exposed to in performing your job and how often you are exposed to those conditions. Include only those conditions which are directly related to your work rather than specific work area conditions.

Condition	No	Yes	How Often? (Rarely, Occasionally or Daily)
Lighting-dimness or brightness	<input type="checkbox"/>	<input type="checkbox"/>	
Dust	<input type="checkbox"/>	<input type="checkbox"/>	
Heat	<input type="checkbox"/>	<input type="checkbox"/>	
Cold	<input type="checkbox"/>	<input type="checkbox"/>	
Odors	<input type="checkbox"/>	<input type="checkbox"/>	
Noise	<input type="checkbox"/>	<input type="checkbox"/>	
Vibration	<input type="checkbox"/>	<input type="checkbox"/>	
Wetness/Humidity	<input type="checkbox"/>	<input type="checkbox"/>	
Toxic Agents	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical Currents	<input type="checkbox"/>	<input type="checkbox"/>	
Heavy Machinery	<input type="checkbox"/>	<input type="checkbox"/>	
Violence	<input type="checkbox"/>	<input type="checkbox"/>	
Disease	<input type="checkbox"/>	<input type="checkbox"/>	
Smoke	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

**FACTOR 9. Use of Technology/Specialized Equipment:** Please check the level of technology or specialized equipment use needed for you to perform your job.

- LEVEL 1: Position has no responsibility for, or use of, technology.
- LEVEL 2: Position has some basic use of computers for data entry and some use of the telephone, copier, etc.
- LEVEL 3: Position has daily use of computers for data entry and use of the telephone, fax machine, copier, etc. Position has daily use of light equipment such as push mowers, weed whackers, pole saws, custodial equipment, etc.
- LEVEL 4: Position has daily use of computers, the Internet, Smartphones, etc. to create databases, spreadsheets, or reports. Position designs and creates customized reports, presentations, and/or documents using advanced software skills.
- LEVEL 5A: Position provides routine consultation and technology support for everyday computer programming and/or software requests/questions to others in the organization; is an applications super user; or uses specialized software such as GIS, SCADA or telecommunications software.
- LEVEL 5B: Position uses, troubleshoots, and/or repairs various pieces of specialized equipment such as HVAC, lighting, gas flares, blowers, engines, heavy equipment, diagnostic equipment, large vehicles (vacuum trucks, street sweepers, fire apparatus) and/or medical or public safety equipment.
- LEVEL 6: Position is responsible for advanced computer programming, system security, maintenance, training, and purchasing of items such as computers, printers, scanners, etc., for the computer system for the organization (IT personnel).
- LEVEL 7: Position is responsible for the overall direction and supervision of the staff that are responsible for the computer and technology needs of the organization, including responsibility for developing technology policies for the organization (IT personnel).

**10. FLSA EXEMPT OR NON-EXEMPT DETERMINATION**

Do you receive overtime or comp time for hours worked beyond your normal work week?  Yes  No

Is your position considered any one of the following: Executive, Administrative, Professional, or Computer? If so, please answer the questions in the applicable sections below. If not, please skip to Question 11.

**Please answer for only one category:**

<b>A. Executive</b>	<b>No</b>	<b>Yes</b>	<b>Unsure</b>
Are you paid the equivalent of at least \$684 per week on a salary basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is your primary duty managing the department or unit of a local government?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Percent of time spent managing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you customarily direct the work of two or more other employees (or the equivalent of two or more, e.g., 4 part-timers)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have the ability to hire and fire, or do your recommendations carry significant weight even if you are unauthorized to make the final decision?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Administrative</b>	<b>No</b>	<b>Yes</b>	<b>Unsure</b>
Are you paid the equivalent of at least \$684 per week on a salary basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is this a "staff" position where your primary duty is performing office or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

non-manual work directly related to the management or general operations of the organization, division or unit?

Do you exercise discretion and independent judgment with respect to matters of significance, have the authority to formulate/interpret policy, and have a high level of operational responsibility?

**C. Professional**

**No** **Yes** **Unsure**

Are you paid the equivalent of at least \$684 per week on a salary basis?

Does your primary duty include the performance of work that requires advanced knowledge in a field of science or learning that is customarily acquired by a prolonged course of specialized instruction?

Is a specialized advanced degree a prerequisite for your job?  
If yes, what is the degree or certification?

**D. Computer**

**No** **Yes** **Unsure**

Are you paid the equivalent of at least \$684 per week on a salary basis?

Do your primary duties involve:

The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; OR

The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on or related to user or system design specifications; OR

The design, documentation, testing, creation or modification of computer programs related to organizational operating systems; OR

A combination of the aforementioned duties, the performance of which requires the same level of skills?

---

**11. Comments/Additional Information:** Feel free to add additional information below. If using a printed copy of this form, use the back of the form to add your comments.

---

Type your name and the date below, then save this form as a Word document with the file name of "JobTitle.LastName.FirstName" and email it to your supervisor. If using a printed copy of this form, sign and date it and then deliver to your supervisor.

---

**EMPLOYEE'S SIGNATURE OR TYPED NAME**

---

**DATE**

---

**THIS SECTION TO BE COMPLETED BY IMMEDIATE SUPERVISOR AND/OR DEPARTMENT HEAD**

Please provide your comments below. If using a printed copy of the form and additional space is needed, please use the back of this form or attach an additional sheet. **Please do not mark in employee's portion of the questionnaire.**

1. Do you agree with the employee's answers to all of the above questions? If not, please explain.
2. List any job duties or assignments which the employee performs which are in addition to those listed on the job description or this form.
3. How long has this employee worked for you?
4. Additional comments from the employee's immediate supervisor:

Type your name and the date below, then email this form to your Department Head (if applicable) or to Human Resources. If using a printed copy of this form, sign and date it before forwarding.

---

***SUPERVISOR'S SIGNATURE OR TYPED NAME***

---

***DATE***

---

**If Supervisor isn't Department Head, Department Head should review this form as well.**

- I have read the above and substantially concur.
- I have read the above and have the following comments:

Type your name and the date below, and then email this form to Human Resources. If using a printed copy of this form, sign and date it before forwarding.

---

***DEPARTMENT HEAD SIGNATURE OR TYPED NAME***

---

***DATE***

**IMPORTANT DATES:**

**January 25<sup>th</sup> to February 10<sup>th</sup>:**

Employees complete and submit the JAQs to their Supervisors. Please save file as follows:  
JobTitle.LastName.FirstName.

**February 10<sup>th</sup> to February 22<sup>nd</sup>:**

Supervisors and Department Heads review and then submit the JAQs to Human Resources.

**February 22<sup>nd</sup> to March 3<sup>rd</sup>:**

Human Resources/City Administration reviews and then submits the JAQs to GovHR USA.

**Week of March 13<sup>th</sup>:**

GovHR USA conducts virtual interviews with employees.

# APPENDIX B

<b>1. Population: Maximum 20 Points</b>						
<b>31,347</b>						
Factor	Minimum Range		Maximum Range		Points	
1.50	20,898	31,347	31,347	47,021	20	
2.00	15,674	20,897	47,022	62,694	15	
2.50	12,539	15,673	62,695	78,368	10	
3.00	10,449	12,538	78,369	94,041	5	
All Others					0	
<b>2. Taxable Value: Maximum 15 Points</b>						
<b>648.60 Million</b>						
Factor	Minimum Range		Maximum Range		Points	
1.50	432.40	648.60	648.60	972.90	15	
2.00	324.30	432.39	972.91	1,297.20	11	
2.50	259.44	324.29	1,297.21	1,621.50	7	
3.00	216.20	259.43	1,621.51	1,945.80	3	
All Others					0	
<b>3. Total General Fund Expenditures: Maximum 15 Points</b>						
<b>\$28.22 Million</b>						
Factor	Minimum Range		Maximum Range		Points	
1.50	18.81	28.22	28.22	42.33	15	
2.00	14.11	18.80	42.34	56.44	11	
2.50	11.29	14.10	56.45	70.55	7	
3.00	9.41	11.28	70.56	84.66	3	
All Others					0	
<b>4. Per Capita Income: Maximum 10 Points</b>						
<b>\$21,701</b>						
Factor	Minimum Range		Maximum Range		Points	
1.50	14,467	21,701	21,701	32,552	10	
2.00	10,851	14,466	32,553	43,402	7	
2.50	8,680	10,850	43,403	54,253	4	
3.00	7,234	8,679	54,254	65,103	2	
All Others					0	
<b>5. Property Tax Revenue: Maximum 10 Points</b>						
<b>\$15.14 Million</b>						
Factor	Minimum Range		Maximum Range		Points	
1.50	10.09	15.14	15.14	22.71	10	
2.00	7.57	10.08	22.72	30.28	7	
2.50	6.06	7.56	30.29	37.85	4	
3.00	5.05	6.05	37.86	45.42	2	
All Others					0	

6. Total Wages: Maximum 15 Points						
\$17.68 Million						
Factor	Minimum Range		Maximum Range		Points	
1.5	11.79	17.68	17.68	26.52		15
2.0	8.84	11.78	26.53	35.36		11
2.5	7.07	8.83	35.37	44.20		7
3.0	5.89	7.06	44.21	53.04		3
All Others						0
7. Long Term Debt: Maximum 10 Points						
46.06 Million						
Factor	Minimum Range		Maximum Range		Points	
1.50	30.71	46.06	46.06	69.09		10
2.00	23.03	30.70	69.10	92.12		7
2.50	18.42	23.02	92.13	115.15		4
3.00	15.35	18.41	115.16	138.18		2
All Others						0
8. Proximity to Jackson: Maximum 10 Points						
					Factor	Points
					1 to 40 miles	5
					41 to 60 miles	4
					81 to 120 miles	2
					Over 120 miles	0
Initial screen:						
Michigan Cities in these counties: Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Genesee, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Kalamazoo, Kent, Lapeer, Livingston, Mecosta, Midland, Monroe, Montcalm, Muskegon, Oakland, Oceana, Ottawa, Saginaw, Saint Clair, Saint Joseph, Sanilac, Shiawassee, Tuscola, Van Buren, Washtenaw and Wayne with a population between approximately 15,500 and 63,000.						
Sources:						
Michigan Department of Treasury (F65 Annual Financial Report 2022 [or most recent available]). As reported by each community for: General Fund Expenditures, Property Tax, Total Wages and Employees, and Long Term Debt. <a href="https://treas-secure.state.mi.us/LAFDocSearch/">https://treas-secure.state.mi.us/LAFDocSearch/</a>						
MI Community Financial Dashboard: 2021 Taxable Value. <a href="http://micommunityfinancials.michigan.gov/">http://micommunityfinancials.michigan.gov/</a>						
US Census Bureau: Population and Per Capita Income						
Google Maps: Proximity						
Note:						
Each of the eight criterion contain ranges to assess comparability with the City's data. For example, each of the four ranges for the City's population is developed using a factor of .5 percent (+/-). To determine the population range that will receive a score of 15 (most similar to the City), the City's population is multiplied by 1.5 (maximum range) and divided by 1.5 (minimum range). The City's population is then multiplied and divided by 2.0, 2.5 and 3.0 to determine ranges of decreasing similarity (and subsequently decreasing "comparability points").						

City of Jackson, MI  
Criteria Comparison - Sorted by Rank

Municipality	Population	Max. Points	Taxable Value (million)	Max. Points	Gen'l Fund Exp. (million)	Max. Points	Per Capita Income	Max. Points	Property Tax (millions)	Max. Points	Total Wages (millions)	Max Points	Debt (million)	Max. Points	Proximity	Max. Points	Total Points
<b>Jackson</b>	<b>31,347</b>	<b>20</b>	<b>648.60</b>	<b>15</b>	<b>28.22</b>	<b>15</b>	<b>21,701</b>	<b>10</b>	<b>15.14</b>	<b>10</b>	<b>17.68</b>	<b>15</b>	<b>46.06</b>	<b>10</b>	<b>-</b>	<b>5</b>	<b>100</b>
Wyandotte	24,684	20	594.67	15	19.96	15	32,344	10	16.55	10	16.15	15	54.47	10	73	4	99
Oak Park	29,332	20	554.19	15	24.97	15	32,423	10	19.57	10	12.57	15	21.82	4	74	4	93
Bay City	32,404	20	591.65	15	22.39	15	25,141	10	10.30	10	16.17	15	76.15	7	123	0	92
Monroe	20,336	15	964.23	15	22.55	15	27,291	10	19.79	10	13.46	15	87.96	7	63	4	91
Romulus	25,097	20	1,109.03	11	17.96	11	27,271	10	20.97	10	12.33	15	57.35	10	59	4	91
Saginaw	43,854	20	463.81	15	39.03	15	18,297	10	6.92	4	23.21	15	49.93	10	100	2	91
Port Huron	28,826	20	650.86	15	31.83	15	26,099	10	14.92	10	21.02	15	100.85	4	136	0	89
Lincoln Park	39,643	20	601.36	15	23.17	15	24,681	10	13.32	10	8.45	7	23.49	7	70	4	88
Muskegon	37,552	20	635.02	15	42.57	11	19,663	10	9.12	7	17.04	15	46.19	10	138	0	88
Allen Park	28,237	20	838.87	15	23.82	15	36,488	7	22.83	7	9.81	11	26.80	7	69	4	86
Garden City	26,994	20	582.20	15	22.31	15	29,102	10	16.10	10	9.88	11	13.54	0	65	4	85
Southgate	29,896	20	746.34	15	25.92	15	32,966	7	21.07	10	9.60	11	15.97	2	72	4	84
Ferndale	19,109	15	738.26	15	24.08	15	48,050	4	18.70	10	11.05	11	60.09	10	77	4	84
Eastpointe	34,037	20	527.11	15	24.93	15	24,895	10	14.51	10	11.14	11	9.81	0	86	2	83
Madison Heights	28,238	20	902.77	15	32.64	15	35,731	7	24.40	7	10.96	11	21.44	4	80	4	83
Holland	34,024	20	1,304.41	7	26.54	15	30,924	10	20.29	10	27.97	11	45.89	10	122	0	83
East Lansing	46,854	20	1,199.47	11	46.30	11	25,802	10	24.46	7	23.04	15	120.45	2	39	5	81
Trenton	18,295	15	648.88	15	21.45	15	40,963	7	17.17	10	11.10	11	2.84	0	74	4	77
Dearborn Heights	62,451	15	1,408.27	7	51.67	11	26,655	10	33.48	4	20.03	15	48.84	10	67	4	76
Battle Creek	52,335	15	1,275.25	11	51.33	11	26,680	10	23.98	7	30.46	11	83.57	7	47	4	76
Roseville	47,154	15	1,002.89	11	33.14	15	28,366	10	28.35	7	18.60	15	6.13	0	89	2	75
Pontiac	60,984	15	870.46	15	37.93	15	20,959	10	14.39	10	5.02	0	22.51	4	79	4	73
Portage	48,844	15	2,198.66	0	30.41	15	38,978	7	25.46	7	15.71	15	60.06	10	68	4	73
Wayne	17,481	15	371.39	11	19.23	15	26,022	10	10.60	10	7.15	7	14.07	0	58	4	72
Mt. Pleasant	21,243	20	488.15	15	15.35	11	21,672	10	8.14	7	8.39	7	2.49	0	103	2	72
Taylor	62,573	10	1,413.43	7	43.69	11	27,795	10	39.86	2	23.28	15	59.12	10	59	4	69
Ypsilanti	20,113	15	357.43	11	16.34	11	27,518	10	12.25	10	6.81	3	20.87	4	47	4	68
Grosse Pointe Woods	16,266	15	767.14	15	15.17	11	54,028	4	17.53	10	6.36	3	30.17	7	87	2	67
Kentwood	54,141	15	2,162.80	0	39.18	15	31,758	10	22.07	10	17.52	15	5.31	0	97	2	67
St. Clair Shores	58,200	15	1,747.60	3	35.69	15	37,836	7	43.62	2	22.33	15	24.93	7	91	2	66
Inkster	25,725	20	219.38	3	16.04	11	19,822	10	7.60	7	6.19	3	27.21	7	65	4	65
Hazel Park	14,900	10	249.19	3	21.15	15	27,446	10	7.83	7	12.28	15	5.67	0	78	4	64
Norton Shores	25,185	20	974.68	11	13.67	7	33,130	7	12.54	10	7.92	7	4.19	0	136	0	62
Wyoming	76,749	10	2,354.23	0	28.71	15	27,714	10	30.63	4	27.53	11	47.40	10	103	2	62
Burton	29,500	20	649.99	15	8.19	0	27,174	10	8.97	7	5.33	0	27.20	7	90	2	61
Midland	42,472	20	2,116.05	0	48.62	11	39,907	7	37.61	4	23.18	15	7.08	0	115	2	59
Walker	25,153	20	1,251.28	11	18.06	11	33,459	7	2.91	0	8.73	7	0.66	0	107	2	58
Hamtramck	28,000	20	225.11	3	19.48	15	12,781	7	7.06	4	6.35	3	5.92	0	80	4	56
Birmingham	21,755	20	2,763.36	0	37.85	15	95,220	0	37.87	2	15.15	15	10.25	0	79	4	56
Royal Oak	57,953	15	3,163.17	0	44.40	11	54,486	2	58.68	0	26.15	15	168.90	2	79	4	49
Kalamazoo	73,257	10	1,727.52	3	67.91	7	25,305	10	27.59	7	46.01	3	271.76	0	66	4	44

City of Jackson, MI  
Criteria Comparison - Sorted by Name

Municipality	Population	Max. Points	Taxable Value (million)	Max. Points	Gen'l Fund Exp. (million)	Max. Points	Per Capita Income	Max. Points	Property Tax (millions)	Max. Points	Total Wages (millions)	Max. Points	Debt (million)	Max. Points	Proximity	Max. Points	Total Points
<b>Jackson</b>	<b>31,347</b>	<b>20</b>	<b>648.60</b>	<b>15</b>	<b>28.22</b>	<b>15</b>	<b>21,701</b>	<b>10</b>	<b>15.14</b>	<b>10</b>	<b>17.68</b>	<b>15</b>	<b>46.06</b>	<b>10</b>	<b>-</b>	<b>5</b>	<b>100</b>
Allen Park	28,237	20	838.87	15	23.82	15	36,488	7	22.83	7	9.81	11	26.80	7	69	4	86
Battle Creek	52,335	15	1,275.25	11	51.33	11	26,680	10	23.98	7	30.46	11	83.57	7	47	4	76
Bay City	32,404	20	591.65	15	22.39	15	25,141	10	10.30	10	16.17	15	76.15	7	123	0	92
Birmingham	21,755	20	2,763.36	0	37.85	15	95,220	0	37.87	2	15.15	15	10.25	0	79	4	56
Burton	29,500	20	649.99	15	8.19	0	27,174	10	8.97	7	5.33	0	27.20	7	90	2	61
Dearborn Heights	62,451	15	1,408.27	7	51.67	11	26,655	10	33.48	4	20.03	15	48.84	10	67	4	76
East Lansing	46,854	20	1,199.47	11	46.30	11	25,802	10	24.46	7	23.04	15	120.45	2	39	5	81
Eastpointe	34,037	20	527.11	15	24.93	15	24,895	10	14.51	10	11.14	11	9.81	0	86	2	83
Ferndale	19,109	15	738.26	15	24.08	15	48,050	4	18.70	10	11.05	11	60.09	10	77	4	84
Garden City	26,994	20	582.20	15	22.31	15	29,102	10	16.10	10	9.88	11	13.54	0	65	4	85
Grosse Pointe Woods	16,266	15	767.14	15	15.17	11	54,028	4	17.53	10	6.36	3	30.17	7	87	2	67
Hamtramck	28,000	20	225.11	3	19.48	15	12,781	7	7.06	4	6.35	3	5.92	0	80	4	56
Hazel Park	14,900	10	249.19	3	21.15	15	27,446	10	7.83	7	12.28	15	5.67	0	78	4	64
Holland	34,024	20	1,304.41	7	26.54	15	30,924	10	20.29	10	27.97	11	45.89	10	122	0	83
Inkster	25,725	20	219.38	3	16.04	11	19,822	10	7.60	7	6.19	3	27.21	7	65	4	65
Kalamazoo	73,257	10	1,727.52	3	67.91	7	25,305	10	27.59	7	46.01	3	271.76	0	66	4	44
Kentwood	54,141	15	2,162.80	0	39.18	15	31,758	10	22.07	10	17.52	15	5.31	0	97	2	67
Lincoln Park	39,643	20	601.36	15	23.17	15	24,681	10	13.32	10	8.45	7	23.49	7	70	4	88
Madison Heights	28,238	20	902.77	15	32.64	15	35,731	7	24.40	7	10.96	11	21.44	4	80	4	83
Midland	42,472	20	2,116.05	0	48.62	11	39,907	7	37.61	4	23.18	15	7.08	0	115	2	59
Monroe	20,336	15	964.23	15	22.55	15	27,291	10	19.79	10	13.46	15	87.96	7	63	4	91
Mt. Pleasant	21,243	20	488.15	15	15.35	11	21,672	10	8.14	7	8.39	7	2.49	0	103	2	72
Muskegon	37,552	20	635.02	15	42.57	11	19,663	10	9.12	7	17.04	15	46.19	10	138	0	88
Norton Shores	25,185	20	974.68	11	13.67	7	33,130	7	12.54	10	7.92	7	4.19	0	136	0	62
Oak Park	29,332	20	554.19	15	24.97	15	32,423	10	19.57	10	12.57	15	21.82	4	74	4	93
Pontiac	60,984	15	870.46	15	37.93	15	20,959	10	14.39	10	5.02	0	22.51	4	79	4	73
Port Huron	28,826	20	650.86	15	31.83	15	26,099	10	14.92	10	21.02	15	100.85	4	136	0	89
Portage	48,844	15	2,198.66	0	30.41	15	38,978	7	25.46	7	15.71	15	60.06	10	68	4	73
Romulus	25,097	20	1,109.03	11	17.96	11	27,271	10	20.97	10	12.33	15	57.35	10	59	4	91
Roseville	47,154	15	1,002.89	11	33.14	15	28,366	10	28.35	7	18.60	15	6.13	0	89	2	75
Royal Oak	57,953	15	3,163.17	0	44.40	11	54,486	2	58.68	0	26.15	15	168.90	2	79	4	49
Saginaw	43,854	20	463.81	15	39.03	15	18,297	10	6.92	4	23.21	15	49.93	10	100	2	91
Southgate	29,896	20	746.34	15	25.92	15	32,966	7	21.07	10	9.60	11	15.97	2	72	4	84
St. Clair Shores	58,200	15	1,747.60	3	35.69	15	37,836	7	43.62	2	22.33	15	24.93	7	91	2	66
Taylor	62,573	10	1,413.43	7	43.69	11	27,795	10	39.86	2	23.28	15	59.12	10	59	4	69
Trenton	18,295	15	648.88	15	21.45	15	40,963	7	17.17	10	11.10	11	2.84	0	74	4	77
Walker	25,153	20	1,251.28	11	18.06	11	33,459	7	2.91	0	8.73	7	0.66	0	107	2	58
Wayne	17,481	15	371.39	11	19.23	15	26,022	10	10.60	10	7.15	7	14.07	0	58	4	72
Wyandotte	24,684	20	594.67	15	19.96	15	32,344	10	16.55	10	16.15	15	54.47	10	73	4	99
Wyoming	76,749	10	2,354.23	0	28.71	15	27,714	10	30.63	4	27.53	11	47.40	10	103	2	62
Ypsilanti	20,113	15	357.43	11	16.34	11	27,518	10	12.25	10	6.81	3	20.87	4	47	4	68

City of Jackson, MI  
 Top Comparables - 80+ Total Comparability Points

Municipality	Population	Max. Points	Taxable Value (million)	Max. Points	Gen'l Fund Exp. (million)	Max. Points	Per Capita Income	Max. Points	Property Tax (millions)	Max. Points	Total Wages (millions)	Max. Points	Debt (million)	Max. Points	Proximity	Max. Points	Total Points
<b>Jackson</b>	<b>31,347</b>	<b>20</b>	<b>648.60</b>	<b>15</b>	<b>28.22</b>	<b>15</b>	<b>21,701</b>	<b>10</b>	<b>15.14</b>	<b>10</b>	<b>17.68</b>	<b>15</b>	<b>46.06</b>	<b>10</b>	<b>-</b>	<b>5</b>	<b>100</b>
Wyandotte	24,684	20	594.67	15	19.96	15	32,344	10	16.55	10	16.15	15	54.47	10	73	4	99
Oak Park	29,332	20	554.19	15	24.97	15	32,423	10	19.57	10	12.57	15	21.82	4	74	4	93
Bay City	32,404	20	591.65	15	22.39	15	25,141	10	10.30	10	16.17	15	76.15	7	123	0	92
Monroe	20,336	15	964.23	15	22.55	15	27,291	10	19.79	10	13.46	15	87.96	7	63	4	91
Romulus	25,097	20	1,109.03	11	17.96	11	27,271	10	20.97	10	12.33	15	57.35	10	59	4	91
Saginaw	43,854	20	463.81	15	39.03	15	18,297	10	6.92	4	23.21	15	49.93	10	100	2	91
Port Huron	28,826	20	650.86	15	31.83	15	26,099	10	14.92	10	21.02	15	100.85	4	136	0	89
Lincoln Park	39,643	20	601.36	15	23.17	15	24,681	10	13.32	10	8.45	7	23.49	7	70	4	88
Muskegon	37,552	20	635.02	15	42.57	11	19,663	10	9.12	7	17.04	15	46.19	10	138	0	88
Allen Park	28,237	20	838.87	15	23.82	15	36,488	7	22.83	7	9.81	11	26.80	7	69	4	86
Garden City	26,994	20	582.20	15	22.31	15	29,102	10	16.10	10	9.88	11	13.54	0	65	4	85
Southgate	29,896	20	746.34	15	25.92	15	32,966	7	21.07	10	9.60	11	15.97	2	72	4	84
Ferndale	19,109	15	738.26	15	24.08	15	48,050	4	18.70	10	11.05	11	60.09	10	77	4	84
Eastpointe	34,037	20	527.11	15	24.93	15	24,895	10	14.51	10	11.14	11	9.81	0	86	2	83
Madison Heights	28,238	20	902.77	15	32.64	15	35,731	7	24.40	7	10.96	11	21.44	4	80	4	83
Holland	34,024	20	1,304.41	7	26.54	15	30,924	10	20.29	10	27.97	11	45.89	10	122	0	83
East Lansing	46,854	20	1,199.47	11	46.30	11	25,802	10	24.46	7	23.04	15	120.45	2	39	5	81

# APPENDIX C

City Manager

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				167,000
East Lansing				180,000
Eastpointe				
Ferndale				
Garden City				
Holland				206,418
Lincoln Park				
Madison Heights				150,000
Monroe				156,039
Muskegon				159,840
Oak Park				160,000
Port Huron				168,890
Romulus				
Saginaw				166,546
Southgate				
Wyandotte				
Jackson				154,482
Range Data				
Average				168,303.58
50th Percentile				166,545.80
60th Percentile				166,909.16
65th Percentile				167,377.90
70th Percentile				168,133.70
75th Percentile				168,889.50
80th Percentile				173,333.70
Actual Data				
Average		151,473.23	201,964.30	
50th Percentile		149,891.22	199,854.96	
60th Percentile		150,218.24	200,290.99	
65th Percentile		150,640.11	200,853.48	
70th Percentile		151,320.33	201,760.44	
75th Percentile		152,000.55	202,667.40	
80th Percentile		156,000.33	208,000.44	

City Attorney				
Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	CCA is contracted out, but rents space in City Hall			
East Lansing				
Eastpointe		98,000	300,000	
Ferndale				
Garden City				
Holland	Cunningham Dalman Law Firm			
Lincoln Park	Monthly retainer			\$5100/mo.
Madison Heights	City Atty & all other attorneys -- contracted out			
Monroe				
Muskegon				
Oak Park	Law firm retained			\$141/hr.
Port Huron	N/A			
Romulus	Contracted out			
Saginaw	Outside legal			
Southgate				
Wyandotte	Contracted position			80,000
Jackson		127,308	159,135	152,770
Range Data				
Average		98,000.00	300,000.00	80,000.00
50th Percentile		98,000.00	300,000.00	80,000.00
60th Percentile		98,000.00	300,000.00	80,000.00
65th Percentile		98,000.00	300,000.00	80,000.00
70th Percentile		98,000.00	300,000.00	80,000.00
75th Percentile		98,000.00	300,000.00	80,000.00
80th Percentile		98,000.00	300,000.00	80,000.00
Actual Data				
Average		72,000.00	96,000.00	
50th Percentile		72,000.00	96,000.00	
60th Percentile		72,000.00	96,000.00	
65th Percentile		72,000.00	96,000.00	
70th Percentile		72,000.00	96,000.00	
75th Percentile		72,000.00	96,000.00	
80th Percentile		72,000.00	96,000.00	

Paralegal				
Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				
East Lansing				
Eastpointe	Labor Attorney. \$110 hrly/\$50,000 annually			
Ferndale				
Garden City				
Holland	Cunningham Dalman Law Firm			
Lincoln Park				
Madison Heights	N/A - contracted out			
Monroe				
Muskegon				
Oak Park	Handled by City Attorney's Office			
Port Huron	N/A			
Romulus	N/A			
Saginaw	N/A			
Southgate				
Wyandotte	N/A			
Jackson	Actual average of 2 incumbents	50,615	70,808	69,511
Range Data				
Average		#DIV/0!	#DIV/0!	#DIV/0!
50th Percentile		#NUM!	#NUM!	#NUM!
60th Percentile		#NUM!	#NUM!	#NUM!
65th Percentile		#NUM!	#NUM!	#NUM!
70th Percentile		#NUM!	#NUM!	#NUM!
75th Percentile		#NUM!	#NUM!	#NUM!
80th Percentile		#NUM!	#NUM!	#NUM!
Actual Data				
Average		#DIV/0!	#DIV/0!	
50th Percentile		#NUM!	#NUM!	
60th Percentile		#NUM!	#NUM!	
65th Percentile		#NUM!	#NUM!	
70th Percentile		#NUM!	#NUM!	
75th Percentile		#NUM!	#NUM!	
80th Percentile		#NUM!	#NUM!	

City Clerk

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				77,646
East Lansing		67,059	93,970	
Eastpointe	Deputy City Clerk (City Mgr serves as Clerk)	55,511	75,773	
Ferndale		73,878	92,263	
Garden City		90,000	130,000	
Holland	Part-time. Annualized to 40 hrs/wk	77,334	92,789	
Lincoln Park	Elected position			52,000
Madison Heights		93,261	103,623	
Monroe				
Muskegon				
Oak Park				88,200
Port Huron				110,019
Romulus				83,073
Saginaw		96,436	119,810	
Southgate				
Wyandotte	Elected official/full time			45,000
Jackson		93,998	131,644	101,304
Range Data				
Average		79,068.48	101,175.43	75,989.75
50th Percentile		77,334.40	93,970.24	80,359.76
60th Percentile		84,933.76	99,761.90	83,073.12
65th Percentile		88,733.44	102,657.72	84,354.84
70th Percentile		90,652.20	106,860.40	85,636.56
75th Percentile		91,630.50	111,716.50	86,918.28
80th Percentile		92,608.80	116,572.60	88,200.00
Actual Data				
Average		68,390.78	91,187.70	
50th Percentile		72,323.78	96,431.71	
60th Percentile		74,765.81	99,687.74	
65th Percentile		75,919.36	101,225.81	
70th Percentile		77,072.90	102,763.87	
75th Percentile		78,226.45	104,301.94	
80th Percentile		79,380.00	105,840.00	

Director of Personnel

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Human Resources Director			114,650
East Lansing	Human Resources Director	84,030	117,583	
Eastpointe	City Mgr serves as Personnel Director	77,204	105,386	
Ferndale	Human Resources Director	94,500	118,018	
Garden City	Director of Human Resources	80,000	110,000	
Holland	Human Resources Director	96,075	115,336	
Lincoln Park	City Manager also serves as HR Director			
Madison Heights	HR Director/Purchasing Coordinator	96,368	107,082	
Monroe				
Muskegon				
Oak Park	Director of Human Resources & Operations			99,787
Port Huron	Human Resources Director			117,000
Romulus	Human Resources Director. PT position			78,826
Saginaw	Human Resources Director	96,436	119,810	
Southgate				
Wyandotte	N/A			
Jackson		93,998	131,644	N/A
Range Data				
Average		89,230.45	113,316.43	102,565.74
50th Percentile		94,500.00	115,336.00	107,218.30
60th Percentile		95,445.00	116,684.20	111,677.08
65th Percentile		95,917.50	117,358.30	113,906.47
70th Percentile		96,133.60	117,670.00	114,884.64
75th Percentile		96,221.50	117,800.50	115,237.20
80th Percentile		96,309.40	117,931.00	115,589.76
Actual Data				
Average		92,309.16	123,078.88	
50th Percentile		96,496.47	128,661.96	
60th Percentile		100,509.37	134,012.50	
65th Percentile		102,515.82	136,687.76	
70th Percentile		103,396.18	137,861.57	
75th Percentile		103,713.48	138,284.64	
80th Percentile		104,030.78	138,707.71	

Administrative Assistant to the City Manager

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Executive Assistant			71,323
East Lansing	Assistant to City Manager	53,045	74,259	
Eastpointe	Administrative Specialist	45,877	62,622	
Ferndale	Assistant to the City Manager	53,940	67,364	
Garden City	Executive Assistant	52,000	80,000	
Holland	Executive Assistant IV	57,803	69,389	
Lincoln Park	City Management Coordinator	40,634	54,919	
Madison Heights	Assistant to the City Manager	55,507	63,282	
Monroe				
Muskegon				
Oak Park	Executive Assistant/Office Manager	42,000	62,000	
Port Huron	N/A			
Romulus	Administrative Secretary			40,812
Saginaw	Executive Marketing Coordinator	60,506	75,172	
Southgate				
Wyandotte	N/A			
Jackson		54,104	75,795	67,741
Range Data				
Average		51,256.93	67,667.47	56,067.75
50th Percentile		53,045.46	67,364.00	56,067.75
60th Percentile		53,761.09	68,984.00	59,118.84
65th Percentile		54,253.40	70,363.08	60,644.39
70th Percentile		54,880.20	72,311.23	62,169.93
75th Percentile		55,507.00	74,259.38	63,695.48
80th Percentile		56,425.40	74,624.43	65,221.02
Actual Data				
Average		50,460.98	67,281.30	
50th Percentile		50,460.98	67,281.30	
60th Percentile		53,206.96	70,942.61	
65th Percentile		54,579.95	72,773.26	
70th Percentile		55,952.94	74,603.92	
75th Percentile		57,325.93	76,434.57	
80th Percentile		58,698.92	78,265.22	

Administrative Assistant to the DEI Director

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	N/A			
East Lansing		37,800	52,786	
Eastpointe	Duties performed by Pers. Dtr & HR Mgr			
Ferndale				
Garden City				
Holland	Admin. Aide I. PT-annualized to 40 hrs	43,950	57,803	
Lincoln Park	N/A			
Madison Heights	N/A			
Monroe				
Muskegon				
Oak Park	Human Resources Generalist	55,000	75,000	
Port Huron	N/A			
Romulus	N/A			
Saginaw				
Southgate				
Wyandotte	N/A			
Jackson		46,123	62,334	50,995
Range Data				
Average		45,583.55	61,862.94	#DIV/0!
50th Percentile		43,950.40	57,803.20	#NUM!
60th Percentile		46,160.32	61,242.56	#NUM!
65th Percentile		47,265.28	62,962.24	#NUM!
70th Percentile		48,370.24	64,681.92	#NUM!
75th Percentile		49,475.20	66,401.60	#NUM!
80th Percentile		50,580.16	68,121.28	#NUM!
Actual Data				
Average		#DIV/0!	#DIV/0!	
50th Percentile		#NUM!	#NUM!	
60th Percentile		#NUM!	#NUM!	
65th Percentile		#NUM!	#NUM!	
70th Percentile		#NUM!	#NUM!	
75th Percentile		#NUM!	#NUM!	
80th Percentile		#NUM!	#NUM!	

Computer Network Manager of Information Systems

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Assistant Director of IT			89,606
East Lansing	IT Delivery Manager	71,059	99,497	
Eastpointe	Contracted services. \$270,786 annually			
Ferndale				
Garden City				
Holland	Technology Services Manager	83,117	99,778	
Lincoln Park	N/A			
Madison Heights	N/A - contracted out			
Monroe				
Muskegon				
Oak Park	IT Director. Contracted out \$143,040/yr			
Port Huron	Director of Information Technology			102,004
Romulus	Director of Technology Services, Infrastructure & Admin.			84,048
Saginaw	Technical Services Director	96,436	119,810	
Southgate				
Wyandotte	IT Director	79,394	96,470	108,139
Jackson		61,337	85,771	85,771
Range Data				
Average		82,501.48	103,888.93	95,949.35
50th Percentile		81,255.30	99,637.66	95,805.20
60th Percentile		82,372.32	99,721.86	99,524.48
65th Percentile		82,930.83	99,763.97	101,384.12
70th Percentile		84,448.90	101,781.20	102,617.52
75th Percentile		86,446.75	104,786.00	103,537.80
80th Percentile		88,444.60	107,790.80	104,458.08
Actual Data				
Average		86,354.42	115,139.22	
50th Percentile		86,224.68	114,966.24	
60th Percentile		89,572.03	119,429.38	
65th Percentile		91,245.71	121,660.94	
70th Percentile		92,355.77	123,141.02	
75th Percentile		93,184.02	124,245.36	
80th Percentile		94,012.27	125,349.70	

Computer Systems & Network Technician

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	IT Analyst			57,990
East Lansing	IT Systems Engineer	62,089	86,987	
Eastpointe	Contracted as part of Computer Network Mgr. Svcs.			
Ferndale				
Garden City				
Holland	Network Systems Specialist	66,082	79,248	
Lincoln Park	N/A			
Madison Heights	N/A - contracted out			
Monroe				
Muskegon				
Oak Park	Handled by contracted IT Director			
Port Huron	PC/Network Technician			62,400
Romulus	Technology Support Specialist. PT. Annualized to 40 hrs/wk			41,600
Saginaw	Technical Support Specialist II	50,482	55,078	
Southgate				
Wyandotte	IT Support Technician	40,456	48,672	
Jackson		42,972	58,073	54,823
Range Data				
Average		54,777.10	67,496.46	53,996.80
50th Percentile		56,285.19	67,163.20	57,990.40
60th Percentile		59,767.34	74,414.08	58,872.32
65th Percentile		61,508.42	78,039.52	59,313.28
70th Percentile		62,488.10	80,021.94	59,754.24
75th Percentile		63,087.09	81,182.86	60,195.20
80th Percentile		63,686.07	82,343.77	60,636.16
Actual Data				
Average		48,597.12	64,796.16	
50th Percentile		52,191.36	69,588.48	
60th Percentile		52,985.09	70,646.78	
65th Percentile		53,381.95	71,175.94	
70th Percentile		53,778.82	71,705.09	
75th Percentile		54,175.68	72,234.24	
80th Percentile		54,572.54	72,763.39	

Computer Systems & Network Technician (Edited)

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	IT Analyst			57,990
East Lansing	IT Systems Engineer			
Eastpointe	Contracted as part of Computer Network Mgr. Svcs.			
Ferndale				
Garden City				
Holland	Network Systems Specialist	66,082	79,248	
Lincoln Park	N/A			
Madison Heights	N/A - contracted out			
Monroe				
Muskegon				
Oak Park	Handled by contracted IT Director			
Port Huron	PC/Network Technician			62,400
Romulus	Technology Support Specialist. PT. Annualized to 40 hrs/wk			41,600
Saginaw	Technical Support Specialist II	50,482	55,078	
Southgate				
Wyandotte	IT Support Technician	40,456	48,672	
Jackson		42,972	58,073	54,823
Range Data				
Average		52,339.87	60,999.47	53,996.80
50th Percentile		50,481.60	55,078.40	57,990.40
60th Percentile		53,601.68	59,912.32	58,872.32
65th Percentile		55,161.72	62,329.28	59,313.28
70th Percentile		56,721.76	64,746.24	59,754.24
75th Percentile		58,281.80	67,163.20	60,195.20
80th Percentile		59,841.84	69,580.16	60,636.16
Actual Data				
Average		48,597.12	64,796.16	
50th Percentile		52,191.36	69,588.48	
60th Percentile		52,985.09	70,646.78	
65th Percentile		53,381.95	71,175.94	
70th Percentile		53,778.82	71,705.09	
75th Percentile		54,175.68	72,234.24	
80th Percentile		54,572.54	72,763.39	

Director of Finance/Purchasing Agent				
Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Fiscal Services Director. Purchasing is separate			128,523
East Lansing	Finance Director	90,600	126,845	
Eastpointe	Finance Director/Treasurer (Purch. by ACM)	81,065	113,768	
Ferndale	Finance Director	94,500	118,018	
Garden City	Treasurer/Finance Director	99,000	140,000	
Holland	Director of Finance	103,314	124,010	
Lincoln Park	Director of Finance and Operations (22 rate)			80,111
Madison Heights	Finance Director/Treasurer	98,686	109,636	
Monroe				
Muskegon				
Oak Park	Director of Finance			134,400
Port Huron	Director of Finance			128,017
Romulus	Finance Director			91,800
Saginaw	Director of Finance	96,436	119,810	
Southgate				
Wyandotte	Assistant Finance Director/Deputy Treasurer	68,474	89,128	
Jackson		93,998	131,644	122,152
Range Data				
Average		91,509.37	117,651.86	112,570.20
50th Percentile		95,468.00	118,914.00	128,017.00
60th Percentile		96,886.00	120,650.00	128,219.48
65th Percentile		97,673.50	122,120.00	128,320.72
70th Percentile		98,461.00	123,590.00	128,421.96
75th Percentile		98,764.50	124,718.73	128,523.20
80th Percentile		98,874.40	125,710.94	129,698.56
Actual Data				
Average		101,313.18	135,084.24	
50th Percentile		115,215.30	153,620.40	
60th Percentile		115,397.53	153,863.38	
65th Percentile		115,488.65	153,984.86	
70th Percentile		115,579.76	154,106.35	
75th Percentile		115,670.88	154,227.84	
80th Percentile		116,728.70	155,638.27	

Assistant Treasurer/Tax Supervisor

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	City Treasurer			86,944
East Lansing	Assistant Treasurer. 35 hrs/wk	50,828	71,193	
Eastpointe				
Ferndale				
Garden City	Deputy Treasurer/Finance	65,000	100,000	
Holland	Assistant Treasurer	57,803	69,389	
Lincoln Park	Assistant Treasurer	40,634	54,919	
Madison Heights	Deputy Finance Director/Treasurer	79,830	85,418	
Monroe				
Muskegon				
Oak Park	Deputy Treasurer			86,856
Port Huron	City Treasurer			75,036
Romulus	Treasurer			83,073
Saginaw	Income Tax Administrator	59,756	67,472	
Southgate				
Wyandotte	Assistant Finance Director/Deputy Treasurer	68,474	89,128	
Jackson		73,056	102,229	98,479
Range Data				
Average		60,332.05	76,788.39	82,977.28
50th Percentile		59,756.00	71,192.94	84,964.56
60th Percentile		62,902.40	79,727.98	86,099.42
65th Percentile		64,475.60	83,995.49	86,666.86
70th Percentile		65,694.72	86,160.00	86,864.80
75th Percentile		66,736.80	87,273.00	86,878.00
80th Percentile		67,778.88	88,386.00	86,891.20
Actual Data				
Average		74,679.55	99,572.74	
50th Percentile		76,468.10	101,957.47	
60th Percentile		77,489.48	103,319.31	
65th Percentile		78,000.17	104,000.23	
70th Percentile		78,178.32	104,237.76	
75th Percentile		78,190.20	104,253.60	
80th Percentile		78,202.08	104,269.44	

Appraiser				
Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	City Assessor			94,307
East Lansing	Assessor. With annual COL increases			112,382
Eastpointe	Contracted services, \$309,350/yr			
Ferndale				
Garden City				
Holland	Appraiser I	57,117	68,578	
Lincoln Park		40,634	54,919	
Madison Heights	N/A - contracted out			
Monroe	Appraiser II	43,700	65,579	
Muskegon				
Oak Park	City Assessor (Contracted out)			192,294
Port Huron	Appraiser III			65,286
Romulus	Appraisal Technician	54,143	62,253	
Saginaw	Property Appraiser III	55,494	60,528	
Southgate				
Wyandotte	Contracted out			
Jackson	Actual average of 2 incumbents	48,865	66,075	50,115
Range Data				
Average		50,217.64	62,371.17	116,067.30
50th Percentile		54,143.44	62,252.53	103,344.60
60th Percentile		54,683.82	63,582.92	108,767.04
65th Percentile		54,954.02	64,248.11	111,478.26
70th Percentile		55,224.21	64,913.31	120,373.20
75th Percentile		55,494.40	65,578.50	132,360.00
80th Percentile		55,818.92	66,178.40	144,346.80
Actual Data				
Average		104,460.57	139,280.76	
50th Percentile		93,010.14	124,013.52	
60th Percentile		97,890.34	130,520.45	
65th Percentile		100,330.43	133,773.91	
70th Percentile		108,335.88	144,447.84	
75th Percentile		119,124.00	158,832.00	
80th Percentile		129,912.12	173,216.16	

Chief Building Official/Assistant Director of Community Development

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Building Official			76,918
East Lansing	Building & Code Administrator	63,640	89,121	
Eastpointe	Assistant Building Official/Supv. of CD	55,511	75,773	
Ferndale	Building Official	73,878	92,263	
Garden City				
Holland	Building Inspector/Zoning Administrator	75,899	91,166	
Lincoln Park	Building Department Manager (22 rate. Bldg. is separate fr. CD dept.)			76,990
Madison Heights	N/A - contracted out			
Monroe				
Muskegon				
Oak Park	Building Supervisor			71,826
Port Huron	Chief Inspector			75,699
Romulus	Director of Building & Planning			85,000
Saginaw	Chief Inspector	75,786	85,571	
Southgate				
Wyandotte	Neighborhood Svcs. & Dev. Coordinator	56,306	68,474	
Jackson		73,056	102,229	102,229
Range Data				
Average		66,836.68	83,728.01	77,286.56
50th Percentile		68,759.23	87,346.12	76,918.40
60th Percentile		73,878.00	89,121.24	76,946.88
65th Percentile		74,355.00	89,632.43	76,961.12
70th Percentile		74,832.00	90,143.62	76,975.36
75th Percentile		75,309.00	90,654.81	76,989.60
80th Percentile		75,786.00	91,166.00	78,591.64
Actual Data				
Average		69,557.91	92,743.88	
50th Percentile		69,226.56	92,302.08	
60th Percentile		69,252.19	92,336.26	
65th Percentile		69,265.01	92,353.34	
70th Percentile		69,277.82	92,370.43	
75th Percentile		69,290.64	92,387.52	
80th Percentile		70,732.48	94,309.97	

Code Enforcement Officer III

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Rental Housing Inspector			49,920
East Lansing	Building Inspector II	46,749	71,756	
Eastpointe	Rental & Code Enforcement Inspector	42,692	59,641	
Ferndale	Inspector III. Union	56,000	61,814	
Garden City	Code Enforcement Officer	55,000	85,000	
Holland	Building Inspector	61,422	73,694	
Lincoln Park				
Madison Heights	Code Enforcement Officer. Union	46,793	53,183	
Monroe	Building Inspector	43,700	65,579	
Muskegon				
Oak Park	Code Inspector	48,180	59,502	
Port Huron	Code Enforcement Inspector			47,794
Romulus	Code Official/Inspection Leader	54,304	67,881	
Saginaw	Code Enforcement Inspector	50,482	55,078	
Southgate				
Wyandotte				
Jackson		50,615	70,808	68,214
Range Data				
Average		50,532.21	65,312.64	48,857.00
50th Percentile		49,330.84	63,696.01	48,857.00
60th Percentile		52,010.73	66,499.34	49,069.60
65th Percentile		53,731.01	67,535.28	49,175.90
70th Percentile		54,513.10	69,043.10	49,282.20
75th Percentile		54,826.11	70,786.87	49,388.50
80th Percentile		55,200.00	72,143.30	49,494.80
Actual Data				
Average		43,971.30	58,628.40	
50th Percentile		43,971.30	58,628.40	
60th Percentile		44,162.64	58,883.52	
65th Percentile		44,258.31	59,011.08	
70th Percentile		44,353.98	59,138.64	
75th Percentile		44,449.65	59,266.20	
80th Percentile		44,545.32	59,393.76	

Code Enforcement Officer I

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				
East Lansing	Housing Inspector I	40,877	63,052	
Eastpointe				\$20/hr
Ferndale	Inspector I. Union	40,000	44,152	
Garden City				
Holland	Community Development Specialist	57,117	68,578	
Lincoln Park		39,250	48,339	
Madison Heights	N/A			
Monroe	Property Maint. & Zoning Inspector I	34,437	51,636	
Muskegon				
Oak Park	Code Assistance Officer	42,046	52,414	
Port Huron	Code Enforcement Inspector			45,630
Romulus	Ordinance Officer	41,322	43,804	
Saginaw	Environmental Enforcement Officer	35,485	38,709	
Southgate				
Wyandotte	Part-time Ordinance Officer. Ann. to 40	29,120	37,440	
Jackson	Actual average of 4 incumbents	46,123	62,334	60,846
Range Data				
Average		39,961.40	49,791.62	45,630.00
50th Percentile		40,000.00	48,339.20	45,630.00
60th Percentile		40,701.26	50,976.64	45,630.00
65th Percentile		40,965.69	51,791.63	45,630.00
70th Percentile		41,143.90	52,102.88	45,630.00
75th Percentile		41,322.11	52,414.13	45,630.00
80th Percentile		41,611.48	56,669.39	45,630.00
Actual Data				
Average		41,067.00	54,756.00	
50th Percentile		41,067.00	54,756.00	
60th Percentile		41,067.00	54,756.00	
65th Percentile		41,067.00	54,756.00	
70th Percentile		41,067.00	54,756.00	
75th Percentile		41,067.00	54,756.00	
80th Percentile		41,067.00	54,756.00	

Director of Planning				
Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Community Development Planner			69,014
East Lansing		94,237	132,033	
Eastpointe	Director of Planning & Zoning	77,204	105,386	
Ferndale	Planning Manager	67,161	83,875	
Garden City				
Holland	Senior Planner	66,082	79,248	
Lincoln Park				
Madison Heights	City Planner. Union	68,979	78,969	
Monroe				
Muskegon				
Oak Park	Director of Economic Dev. & Planning			131,250
Port Huron	Planning/Community Development Dtr.			115,011
Romulus	N/A - Falls under Dtr. of Building & Planning			
Saginaw	Urban Planner	72,888	82,299	
Southgate				
Wyandotte	N/A			
Jackson		69,315	96,987	86,715
Range Data				
Average		74,425.17	93,634.99	105,091.80
50th Percentile		70,933.50	83,087.00	115,011.00
60th Percentile		72,888.00	83,875.00	118,258.80
65th Percentile		73,967.00	89,252.75	119,882.70
70th Percentile		75,046.00	94,630.50	121,506.60
75th Percentile		76,125.00	100,008.25	123,130.50
80th Percentile		77,204.00	105,386.00	124,754.40
Actual Data				
Average		94,582.62	126,110.16	
50th Percentile		103,509.90	138,013.20	
60th Percentile		106,432.92	141,910.56	
65th Percentile		107,894.43	143,859.24	
70th Percentile		109,355.94	145,807.92	
75th Percentile		110,817.45	147,756.60	
80th Percentile		112,278.96	149,705.28	

Director of Public Works

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				110,240
East Lansing		90,600	126,845	
Eastpointe	Director of Public Works & Services	77,204	105,386	
Ferndale		94,500	118,018	
Garden City		90,000	130,000	
Holland				
Lincoln Park	Director of Public Services (2022 rate)			88,954
Madison Heights	Dept. of Public Svcs. (DPS) Director. Union	102,157	113,457	
Monroe				
Muskegon				
Oak Park				113,888
Port Huron	City Engineer/Director of Public Works			125,014
Romulus				95,605
Saginaw	Director of Public Services	102,613	127,484	
Southgate				
Wyandotte	DPS Superintendent		75,525	
Jackson		93,998	131,644	117,662
Range Data				
Average		92,845.73	113,816.39	106,740.18
50th Percentile		92,550.19	118,018.00	110,240.00
60th Percentile		94,500.00	123,314.14	111,699.20
65th Percentile		96,414.25	125,962.21	112,428.80
70th Percentile		98,328.50	126,972.72	113,158.40
75th Percentile		100,242.75	127,164.45	113,888.00
80th Percentile		102,157.00	127,356.18	116,113.20
Actual Data				
Average		96,066.16	128,088.22	
50th Percentile		99,216.00	132,288.00	
60th Percentile		100,529.28	134,039.04	
65th Percentile		101,185.92	134,914.56	
70th Percentile		101,842.56	135,790.08	
75th Percentile		102,499.20	136,665.60	
80th Percentile		104,501.88	139,335.84	

Fiscal Supervisor (Public Works/Water)

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				
East Lansing				
Eastpointe	Supervisor of Public Works & Services	50,464	68,884	
Ferndale				
Garden City				
Holland				
Lincoln Park				
Madison Heights	N/A			
Monroe				
Muskegon				
Oak Park	Admin. Clerk II (Budgeting by Director)	37,652	44,917	
Port Huron	N/A			
Romulus	Assistant Director of Public Works			73,752
Saginaw	Director of Water/Wastewater Treatment	102,613	127,484	
Southgate				
Wyandotte	Gen'l Mgr-Muni Svcs (Cable, Water, Elec)			128,398
Jackson		61,337	85,771	85,771
Range Data				
Average		63,576.39	80,428.33	101,075.32
50th Percentile		50,464.00	68,884.00	101,075.32
60th Percentile		60,893.80	80,604.00	106,539.94
65th Percentile		66,108.70	86,464.00	109,272.25
70th Percentile		71,323.60	92,324.00	112,004.56
75th Percentile		76,538.50	98,184.00	114,736.87
80th Percentile		81,753.40	104,044.00	117,469.18
Actual Data				
Average		90,967.79	121,290.38	
50th Percentile		90,967.79	121,290.38	
60th Percentile		95,885.95	127,847.93	
65th Percentile		98,345.03	131,126.70	
70th Percentile		100,804.10	134,405.47	
75th Percentile		103,263.18	137,684.24	
80th Percentile		105,722.26	140,963.02	

Water Treatment Plant Supervisor

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	WWTP Director			136,510
East Lansing		71,059	99,497	
Eastpointe	N/A			
Ferndale				
Garden City				
Holland	Water Treatment Superintendent	100,662	136,190	
Lincoln Park				
Madison Heights	N/A			
Monroe	Superintendent of Water Treatment	67,790	88,127	
Muskegon				
Oak Park	Deputy Director Public Works			94,365
Port Huron	Water Filtration Plant Superintendent	67,683	75,192	
Romulus	N/A			
Saginaw	Superintendent of Water Treatment	87,889	99,238	
Southgate				
Wyandotte	Water Superintendent-Municipal Services			90,000
Jackson		69,315	96,987	80,476
Range Data				
Average		79,016.70	99,648.86	106,958.32
50th Percentile		71,059.30	99,238.00	94,364.55
60th Percentile		77,791.18	99,341.73	102,793.72
65th Percentile		81,157.12	99,393.59	107,008.31
70th Percentile		84,523.06	99,445.46	111,222.89
75th Percentile		87,889.00	99,497.32	115,437.48
80th Percentile		90,443.60	106,835.86	119,652.06
Actual Data				
Average		96,262.49	128,349.98	
50th Percentile		84,928.10	113,237.46	
60th Percentile		92,514.35	123,352.46	
65th Percentile		96,307.47	128,409.97	
70th Percentile		100,100.60	133,467.47	
75th Percentile		103,893.73	138,524.97	
80th Percentile		107,686.85	143,582.47	

Meter Services Supervisor

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				
East Lansing				
Eastpointe	Work encompassed in Supv.-PW & Svcs. position			
Ferndale				
Garden City				
Holland	Water & WW Service Supervisor	77,170	104,406	
Lincoln Park				
Madison Heights	N/A			
Monroe	Asst. Water Dist. Supv/Meter Shop	46,613	69,950	
Muskegon				
Oak Park	Public Services Worker II	46,705	57,403	
Port Huron	N/A			
Romulus	Chief Meter Reader	38,482	54,083	
Saginaw	ROW Foreman Utilities	55,780	62,983	
Southgate				
Wyandotte	See Water Superintendent-Muni Svcs			
Jackson		54,104	75,795	60,542
Range Data				
Average		52,950.09	69,765.06	#DIV/0!
50th Percentile		46,705.36	62,983.00	#NUM!
60th Percentile		50,335.22	65,769.96	#NUM!
65th Percentile		52,150.14	67,163.44	#NUM!
70th Percentile		53,965.07	68,556.92	#NUM!
75th Percentile		55,780.00	69,950.40	#NUM!
80th Percentile		60,058.00	76,841.52	#NUM!
Actual Data				
Average		#DIV/0!	#DIV/0!	
50th Percentile		#NUM!	#NUM!	
60th Percentile		#NUM!	#NUM!	
65th Percentile		#NUM!	#NUM!	
70th Percentile		#NUM!	#NUM!	
75th Percentile		#NUM!	#NUM!	
80th Percentile		#NUM!	#NUM!	

Water Billing Supervisor

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				
East Lansing				
Eastpointe	Work encompassed in Supv.-PW & Svcs. position			
Ferndale				
Garden City				
Holland	Customer Solutions Senior Manager	93,639	126,687	
Lincoln Park				
Madison Heights	N/A			
Monroe				
Muskegon				
Oak Park	Water Supervisor			72,173
Port Huron	Handled by City Assessor			
Romulus	Falls under Finance			
Saginaw	Administrator of Utilities Account	59,756	67,472	
Southgate				
Wyandotte	Electric T & D Supervisor			106,000
Jackson		61,337	85,771	85,771
Range Data				
Average		76,697.50	97,079.50	89,086.64
50th Percentile		76,697.50	97,079.50	89,086.64
60th Percentile		80,085.80	103,001.00	92,469.31
65th Percentile		81,779.95	105,961.75	94,160.64
70th Percentile		83,474.10	108,922.50	95,851.98
75th Percentile		85,168.25	111,883.25	97,543.32
80th Percentile		86,862.40	114,844.00	99,234.65
Actual Data				
Average		80,177.97	106,903.96	
50th Percentile		80,177.97	106,903.96	
60th Percentile		83,222.38	110,963.17	
65th Percentile		84,744.58	112,992.77	
70th Percentile		86,266.78	115,022.38	
75th Percentile		87,788.99	117,051.98	
80th Percentile		89,311.19	119,081.58	

Building Maintenance Supervisor

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Facilities Maintenance Specialist			59,738
East Lansing	Facilities Technician Coordinator	53,894	75,496	
Eastpointe	Work encompassed in Supv.-PW & Svcs. position			
Ferndale	Facilities Manager	67,161	83,875	
Garden City				
Holland	Warehouse & Facilities Manager	82,958	112,238	
Lincoln Park				
Madison Heights	N/A			
Monroe				
Muskegon				
Oak Park	General Foreman			70,502
Port Huron	Municipal Office Center Maint. Supv.	57,366	63,731	
Romulus	N/A - falls under DPW Director			
Saginaw	Facilities Administrator	74,331	83,928	
Southgate				
Wyandotte	Assistant City Engineer	75,525	91,811	
Jackson		54,104	75,795	70,325
Range Data				
Average		68,539.22	85,179.89	65,120.02
50th Percentile		70,746.00	83,901.50	65,120.02
60th Percentile		74,331.00	83,928.00	66,196.50
65th Percentile		74,629.45	85,898.80	66,734.74
70th Percentile		74,927.90	87,869.60	67,272.98
75th Percentile		75,226.35	89,840.40	67,811.22
80th Percentile		75,524.80	91,811.20	68,349.46
Actual Data				
Average		58,608.01	78,144.02	
50th Percentile		58,608.01	78,144.02	
60th Percentile		59,576.85	79,435.80	
65th Percentile		60,061.27	80,081.69	
70th Percentile		60,545.68	80,727.58	
75th Percentile		61,030.10	81,373.47	
80th Percentile		61,514.52	82,019.36	

City Engineer

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Municipal Engineering Manager			97,427
East Lansing	Senior Engineer	59,301	83,084	
Eastpointe	Contracted out			
Ferndale				
Garden City				
Holland	Transportation Services Director	103,314	124,010	
Lincoln Park				
Madison Heights	N/A - contracted out			
Monroe				
Muskegon				
Oak Park				103,042
Port Huron	Combined position with DPW Director			
Romulus	N/A			
Saginaw		89,461	101,012	
Southgate				
Wyandotte	Mayor-appointed			98,000
Jackson		93,998	131,644	131,644
Range Data				
Average		84,025.27	102,702.10	99,489.65
50th Percentile		89,461.00	101,012.00	98,000.00
60th Percentile		92,231.60	105,611.60	99,008.35
65th Percentile		93,616.90	107,911.40	99,512.52
70th Percentile		95,002.20	110,211.20	100,016.70
75th Percentile		96,387.50	112,511.00	100,520.87
80th Percentile		97,772.80	114,810.80	101,025.04
Actual Data				
Average		89,540.68	119,387.58	
50th Percentile		88,200.00	117,600.00	
60th Percentile		89,107.51	118,810.02	
65th Percentile		89,561.27	119,415.03	
70th Percentile		90,015.03	120,020.04	
75th Percentile		90,468.78	120,625.04	
80th Percentile		90,922.54	121,230.05	

GIS Coordinator

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				64,917
East Lansing				
Eastpointe	Duties are part of Engineering contract			
Ferndale	GIS Technician. Union	51,250	62,295	
Garden City				
Holland	GIS Specialist	66,082	79,248	
Lincoln Park				
Madison Heights	GIS Technician. Union	52,289	59,462	
Monroe				
Muskegon				
Oak Park	Handled by IT Director (contracted position)			
Port Huron	Planning & Zoning Technician			54,619
Romulus	N/A			
Saginaw	Technical Services Director	96,436	119,810	
Southgate				
Wyandotte	N/A			
Jackson		57,595	80,533	80,533
Range Data				
Average		66,514.25	80,203.68	59,767.90
50th Percentile		59,185.50	70,771.35	59,767.90
60th Percentile		63,323.40	75,857.34	60,797.68
65th Percentile		65,392.35	78,400.34	61,312.57
70th Percentile		69,117.40	83,304.20	61,827.46
75th Percentile		73,670.50	89,388.50	62,342.35
80th Percentile		78,223.60	95,472.80	62,857.24
Actual Data				
Average		53,791.11	71,721.48	
50th Percentile		53,791.11	71,721.48	
60th Percentile		54,717.91	72,957.22	
65th Percentile		55,181.31	73,575.08	
70th Percentile		55,644.71	74,192.95	
75th Percentile		56,108.12	74,810.82	
80th Percentile		56,571.52	75,428.69	

Records Management Supervisor (Police)

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City				
East Lansing	Records Supervisor/FOIA Coordinator	47,216	66,107	
Eastpointe	Records Supervisor/IT Specialist	55,511	75,773	
Ferndale	Records Coordinator. Union	45,500	50,223	
Garden City				
Holland	FOIA Coordinator	53,165	63,794	
Lincoln Park	Police Records Coordinator	40,634	54,919	
Madison Heights	Office Assistant II. Union	40,403	45,854	
Monroe	Police Records Supervisor	52,109	67,734	
Muskegon				
Oak Park	Records & IT Specialist			75,925
Port Huron	Records Administrative Supervisor	56,971	63,294	
Romulus	Pol. Records Spec./Clerk. Supv'd by Polic	31,972	44,673	
Saginaw	Support Services Administrator	63,157	71,312	
Southgate				
Wyandotte	Detective & Records Supervisor	38,813	46,550	
Jackson		54,104	75,795	75,795
Range Data				
Average		47,768.26	59,112.15	75,925.00
50th Percentile		47,215.74	63,294.40	75,925.00
60th Percentile		52,109.00	63,794.00	75,925.00
65th Percentile		52,637.00	64,950.41	75,925.00
70th Percentile		53,165.00	66,106.82	75,925.00
75th Percentile		54,338.00	66,920.41	75,925.00
80th Percentile		55,511.00	67,734.00	75,925.00
Actual Data				
Average		68,332.50	91,110.00	
50th Percentile		68,332.50	91,110.00	
60th Percentile		68,332.50	91,110.00	
65th Percentile		68,332.50	91,110.00	
70th Percentile		68,332.50	91,110.00	
75th Percentile		68,332.50	91,110.00	
80th Percentile		68,332.50	91,110.00	

Administrative Assistant to the Director of Police & Fire Services

Comparable Community	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
Allen Park				
Bay City	Senior Administrative Assistant			59,093
East Lansing	Administrative Assistant to the Chief	45,127	63,202	
Eastpointe	Administrative Secretary	42,692	59,641	
Ferndale	Administrative Assistant - Police. Union	46,250	52,055	
Garden City				
Holland	Exec. Asst. I. PT-annualized to 40 hrs	47,216	58,427	
Lincoln Park	AA to the Chief of Police	40,634	54,919	
Madison Heights	Administrative Asst. (Fire or Police)	47,642	54,144	
Monroe				
Muskegon				
Oak Park	Confidential Administrative Secretary			47,058
Port Huron	Administrative Assistant II - Fire Dept.	43,310	50,193	
Romulus	Administrative Secretary			47,023
Saginaw	Administrative Professional	35,777	48,988	
Southgate				
Wyandotte	Police Chief Secretary	35,318	49,130	
Jackson		48,865	66,075	57,220
Range Data				
Average		42,662.92	54,522.09	51,057.92
50th Percentile		43,309.50	54,144.00	47,058.00
60th Percentile		44,763.88	54,763.85	49,464.96
65th Percentile		45,351.98	55,620.49	50,668.44
70th Percentile		45,800.99	57,023.84	51,871.92
75th Percentile		46,250.00	58,427.20	53,075.40
80th Percentile		46,636.40	58,912.72	54,278.88
Actual Data				
Average		45,952.13	61,269.51	
50th Percentile		42,352.20	56,469.60	
60th Percentile		44,518.46	59,357.95	
65th Percentile		45,601.60	60,802.13	
70th Percentile		46,684.73	62,246.30	
75th Percentile		47,767.86	63,690.48	
80th Percentile		48,850.99	65,134.66	

# APPENDIX D

Comparable Community	How many Sick Days granted per year?	Maximum accrual of Sick Days?	How many Holidays granted per year?
Allen Park	12	Unlimited	13
Bay City	10		15 (includes 4 personal days)
East Lansing			
Eastpointe			
Ferndale			
Garden City	12	60 days	11
Holland	N/A	N/A	8
Lincoln Park	12		13
Madison Heights	12	48 days	12
Monroe	12	100 days	13
Muskegon			
Oak Park	12	150 days	12
Port Huron	4	12 days	11
Romulus	12		13
Saginaw			13
Southgate			
Wyandotte	12		13 + EE birthday
<b><i>Jackson</i></b>	12	180 days	13

Comparable Community	Vacation	Longevity
Allen Park	1-4 yrs=15 days; 5-19 yrs=20 days; 20-24 yrs=25 days; 25+ yrs=30 days	No
Bay City	Upon Employment 40 hours. January 1 after completion of 1st year: 40 hrs plus 8 hrs for each month worked during 1st yr (max 12 days). Calendar Yrs 2-4: 15 days. CYs 5-9: 20 days. CYs 10+: Add 1 day/yr until max of 30 days in CY 19	
East Lansing		No
Eastpointe		
Ferndale		No
Garden City		
Holland	0-2 yrs=15 days; 2-6 yrs=20 days; 6-16 yrs=25 days; 16-23 yrs=30 days; 23+ yrs=35 days	No
Lincoln Park		No
Madison Heights	1-4 yrs=10 days; 5-9 yrs=15 days; 10-19 yrs=20 days; 20+ yrs=25 days	No
Monroe	NU: 1-5 yrs=10 days; 10-14 yrs=15 days; 15-19 yrs=20 days; 20-24 yrs=22.5 days; 25+yrs=25 days	No
Muskegon		
Oak Park	1-5 yrs=10 days; 5-10 yrs=15 days; 10-20 yrs=20 days; 20+ yrs=25 days	No
Port Huron	At 6 mos.: 6.5 days; at 1 yr=6.5 days; at 1/1 after 1st yr: pro-rated; at 1/1 after 2nd yr=13 days; every 1/1 thereafter: 18 days	No
Romulus	NU-Ex: At 6 mos.=2 weeks; at 1 yr=add'l 3 weeks (Total per year=5 weeks) NU-NE: At 1 yr=5 days; at 2 yrs=10 days; at 5 yrs=15 days; at 10 yrs=15 + 1 day/add'l yr of services up to 25 days	No
Saginaw		
Southgate		
Wyandotte	0-5 yrs=12 days; 5-10 yrs=15 days; 10-15 yrs=18 days; 15-20 yrs=21 days; 20-25 yrs=24 days	
<b>Jackson</b>	Policy currently in place for hired, transferred or promoted on or after 1/1/2016: First year to year 2=80 hrs/yr; Yrs 2-4=96 hrs/yr; Yrs 5-7=120 hrs/yr; Yrs 7-10=144 hrs/yr; Yrs 10-30=160 hrs/yr; 30+ yrs=160 hrs/yr	No

Comparable Community	Wellness Program
Allen Park	
Bay City	Yes, the program includes the City promoted fitness membership reimbursement. \$10/mo up to \$120/yr
East Lansing	Yes. Program includes Wellness Challenge: employees that complete one of two challenges (Slimmin' Down or Maintain Healthy BMI) are eligible for rewards, incentives, support and discounts.
Eastpointe	
Ferndale	Per the City's website, the Wellness Program consists of: Employee access to 2 Fitness Centers (Comm. Ctr. & Police Station); EAP; and a progressive Paid Parental Leave policy -- 12 weeks paid time off maternity/paternity/adoption care leave
Garden City	
Holland	Yes. Eligible employees must comply with City Wellness Program to receive the health insurance premium discount. To comply, employees must either complete the Two & Two program (take two approved classes and complete two approved programs) or complete the One & Done program (annual physical completed, healthcare provider submits Physician Verification Form to 3rd party administrator) within time frame req'd for compliance.
Lincoln Park	
Madison Heights	Yes. Up to 250 per year for completing health risk assessment and follow up appointment and educational seminars/programs
Monroe	
Muskegon	
Oak Park	Yes, City is part of a collaboration of 5 cities which offers incentives for utilizing a shared wellness center that services our employees and their dependents. There is a significant reduction in the cost of the City-sponsored portion of payments and no cost sharing (out-of-pocket expenses) for employees and their families
Port Huron	No
Romulus	Complimentary membership to City's athletic center, as well as EAP with Alliance
Saginaw	
Southgate	
Wyandotte	N/A
<b>Jackson</b>	Wellness Incentive Program: Employees can receive reimbursement for fitness memberships and/or avoid higher premium contribution percentages if they and other covered adults on their insurance have negative tests for nicotine annually

Comparable Community	Performance Bonus	Volunteer Benefit
Allen Park		
Bay City	N/A	
East Lansing		No
Eastpointe		
Ferndale		
Garden City		Can earn up to 8 hrs paid volunteer time per year in no less than 4 hr increments at non-profits in City limits during regular work hours
Holland	N/A	No
Lincoln Park		
Madison Heights	N/A	No
Monroe		
Muskegon		
Oak Park	N/A	N/A
Port Huron	N/A	No
Romulus	No	No
Saginaw		
Southgate		
Wyandotte	N/A	N/A
<i>Jackson</i>		

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Chris Atkin, Director of Planning/Zoning Administrator  
**DATE:** Council Meeting – September 12, 2023

**RECOMMENDATION:** Approval of proposed rezoning of the following properties, as recommended by the City of Jackson Planning Commission.

206 W. Argyle St. (Parcel # 8-2450)	208 W. Argyle St. (Parcel # 8-2451)
207 W. Argyle St. (Parcel # 8-2459)	209 W. Argyle St. (Parcel # 8-2461.10)

### SUMMARY

The applicant, the City of Jackson, requested zoning reclassification of four (4) parcels with frontage on W. Argyle Street; all four (4) of the properties contain residential structures. The intent of the zoning reclassification is to make the properties consistent with the zoning designation of the neighboring properties and bring the improved/developed property closer to conforming to an appropriate zoning designation.

It should be noted the original request included two (2) vacant lots at the west end of W. Argyle Street, Parcel # 8-2452, and W. Argyle St. Parcel # 8-2453. In 2022, after discussion with staff regarding the potential development permitted in the I-1, Light Industrial zoning designation, the current owner purchased the properties. Staff erred by including the aforementioned properties in the request and, therefore, removed them from consideration.

The following motion was made at the regularly scheduled September 06, 2023 City of Jackson Planning Commission meeting.

*Commissioner Mauldin motioned to recommend City Council approve the rezoning of 206 W. Argyle St. (Parcel # 8-2450), 207 W. Argyle St. (Parcel # 8-2459), 208 W. Argyle St. (Parcel # 8-2451), and 209 W. Argyle St. (Parcel # 8-2461.10) from I-1, Light Industrial to R-1, One-Family Residential. Support from Commissioner Saucedo.*

**Motion passed by 5-0 roll call vote. (Wood, Poole, Johnson, Mauldin, and Saucedo)**

### BUDGETARY CONSIDERATIONS

There are no budgetary impacts to consider.

### HISTORY, BACKGROUND and DISCUSSION

Historically, the subject parcels have maintained the zoning designation of M, Industrial or, post 1988, I-1, Light Industrial. However, the existing residential structures were built between 1900 and 1930 and have maintained residential use. The existing uses are nonconforming with the current I-1, Light Industrial zoning designation.

The City of Jackson zoning ordinance does not permit nonconformities to be enlarged, expanded, or extended, nor be used as grounds for adding other buildings, structures or uses. Except for general maintenance, the existing residential structures/use are not afforded the same rights as similar residential structures/use in residential zoning districts without variance approval.

Approval of the requested amendment will provide compatibility of the use with and appropriate zoning designation, and surrounding zoning designations; however, all nonconformities will not be eradicated but brought closer to complying with current zoning ordinance standards.

### POSITIONS

## DEPARTMENTAL REPORT

City Council approval to rezone 206 W. Argyle St. (Parcel # 8-2450), 207 W. Argyle St. (Parcel # 8-2459), 208 W. Argyle St. (Parcel # 8-2451), and 209 W. Argyle St. (Parcel # 8-2461.10) from I-1, Light Industrial to R-1, One-Family Residential.

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### ATTACHMENTS

- Staff Review
- Public Hearing Notice

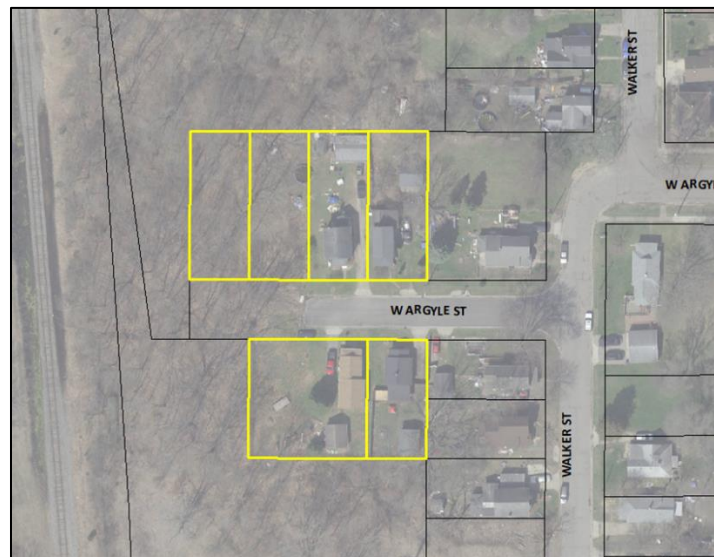
## Map Amendment Review (Rezone) W. Argyle Street City of Jackson, Michigan

### GENERAL INFORMATION

<b>Applicant:</b>	City of Jackson, MI 161 W. Michigan Avenue Jackson, MI 49201	
<b>Subject Location:</b>	206 W. Argyle St. (Parcel # 8-2450) 207 W. Argyle St. (Parcel # 8-2459) 208 W. Argyle St. (Parcel # 8-2451)	209 W. Argyle St. (Parcel # 8-2461.10) W. Argyle St. (Parcel # 8-2452) - Vacant W. Argyle St. (Parcel # 8-2453) – Vacant
<b>Current Zoning:</b>	I-1, Light Industrial	
<b>Proposed Zoning:</b>	R-1, One-Family Residential	
<b>Action Required:</b>	<i>Procedure following public hearing.</i> After the public hearing on such amendment, supplement or change, the city planning commission shall make its report. Such report shall be by resolution of the city planning commission carried by the affirmative votes of the majority of members in attendance. Such amendment, supplement or change, with report, shall then be certified in writing to the city council and to the county register of deeds.	

### SITE/PROPERTY DESCRIPTION

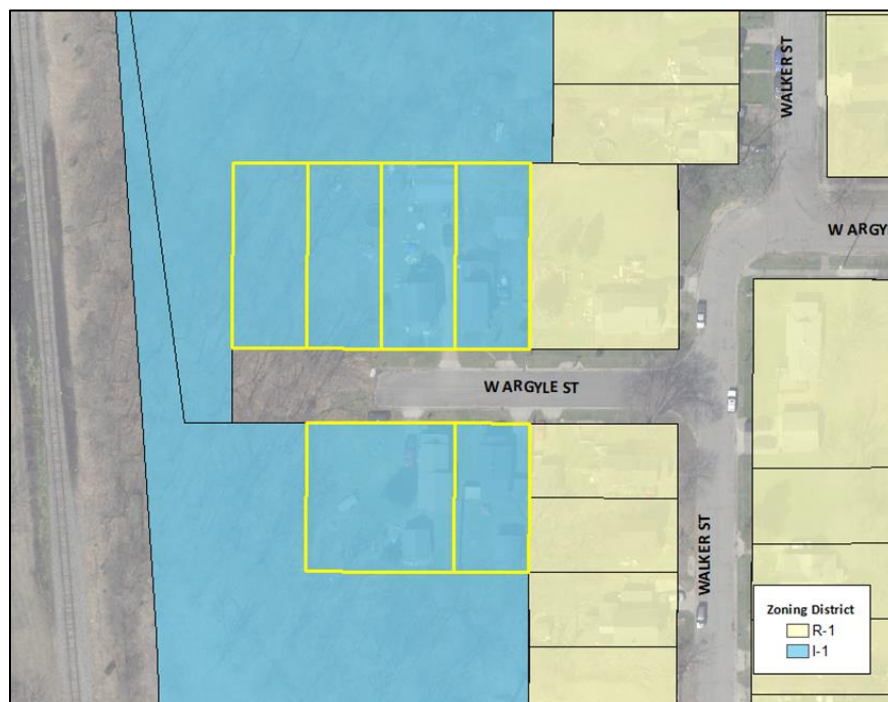
The applicant is requesting the zoning reclassification of six (6) parcels with frontage on W. Argyle Street. Two (2) of the properties are currently vacant, whereas four (4) of the properties contain residential structures. The intent of the zoning reclassification is to make the properties consistent with the zoning designation of the neighboring properties and bring the improved/developed property into conformance with an appropriate zoning designation.



## NEIGHBORING ZONING AND LAND USE

The table below identifies the surrounding zoning designations and current land uses.

	North	South	East	West
<b>Current Zoning</b>	I-1, Light Industrial	I-1, Light Industrial	R-1, One-Family Residential	I-1, Light Industrial
<b>Current Land Use</b>	Vacant	Vacant	Residential	Vacant



## FUTURE LAND USE/MASTER PLAN

The Future Land Use map contained within the 2016 Master Plan demonstrates use designation of the subject properties “Mixed Use Arts and Cultural Corridor”.

The purpose of the “Mixed Use Arts and Cultural Corridor” is described as:

The stretch of Jackson between downtown and approximately the center of its north border is dominated by three corridors: rail, the Grand River, and business US-127 (Cooper / Francis streets). The purpose of this district is to loosely tie its eclectic mix of uses, which includes the County Fairgrounds, the historic prison, current and obsolete industrial operations, and niche shops, into a visually and functionally cohesive gateway into the City. The mixed use, arts-related Armory Arts Village within the grounds of the old state prison/national guard armory has given the area a solid start in the development of a cultural and arts district that blends its utilitarian history with a bold, bright future.

Suggested uses in the “Mixed Use Arts and Cultural Corridor” designation include commercial, industrial, residential, parks.

The proposed zoning amendment classification is consistent with the Future Land Use map.

## DEVELOPMENT POTENTIAL

The Planning Commission should consider all permitted and conditional uses in the R-1, One-Family Residential zoning district. The following is a list of those uses:

- Cemetery; adjacent to an existing cemetery
- Family day care home
- Group day care home (must be located in a single-family dwelling)
- One-family detached
- Registered primary caregiver in accordance with MMMA and Chapter 16.
- Planned unit residential development
- Any residential accessory use or structure clearly incidental and customary to the operation of the uses by right when located on the same property
- Child care center
- Churches, synagogues, temples and associated buildings, but not including elementary or secondary school buildings
- Home occupations
- Library, public
- Museum, public
- Schools (elementary, secondary and college levels for academic instruction)
- Legal nonconformities
- Park and/or playground, public
- Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses

#### ESSENTIAL FACILITIES AND SERVICES

The subject properties have access to, essential city facilities and services.

#### TRAFFIC IMPACT AND SITE ACCESS

Traffic volumn will not change.

#### CONCLUSION/FINDINGS

For the planning commissions consideration, provided below is a summary of findings as they apply to the proposed rezoning of 206 W. Argyle St. (Parcel # 8-2450), 207 W. Argyle St. (Parcel # 8-2459), 208 W. Argyle St. (Parcel # 8-2451), 209 W. Argyle St. (Parcel # 8-2461.10), W. Argyle St. (Parcel # 8-2452) – Vacant, and W. Argyle St. (Parcel # 8-2453) – Vacant) from I-1, Light Industrial to R-1, One Family Residential.

- Bring the improved/developed property into conformance with an appropriate zoning designation
- The proposed zoning designation is consistent 2016 Future Land Use Map; and
- The proposed zoning designation and permitted uses are consistent with existing uses in the immediate area.

We believe the request to amend the zoning map should be recommended for approval to City Council.

Respectfully,



Christopher M. Atkin  
Planning Director, City of Jackson

cc: Applicant

# CITY OF JACKSON

## PLANNING COMMISSION

### NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** the City of Jackson Planning Commission will hold a public hearing to hear a request for zoning classification changes to the properties listed below and pursuant to Section 28-183 of the City of Jackson Zoning Ordinance.

**Applicant:**

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

**Subject property location:**

206 W. Argyle St. (Parcel # 8-2450)  
207 W. Argyle St. (Parcel # 8-2459)  
208 W. Argyle St. (Parcel # 8-2451)  
209 W. Argyle St. (Parcel # 8-2461.10)  
W. Argyle St. (Parcel # 8-2452) - Vacant  
W. Argyle St. (Parcel # 8-2453) - Vacant

**Requested action(s):**

The applicant is requesting the zoning classification of six (6) properties be amended from I-1, Light Industrial to R-1, One Family Residential.

**Effect of request(s):**

The zoning classification amendment for the subject properties will align with the current residential use, and surrounding residential uses, of the developed properties. Furthermore, the proposed amendment will result in use compliance.

**YOU ARE FURTHER NOTIFIED** that the City of Jackson will hear all oral and written objections and comments regarding the proposed zoning classification amendments and requests at:

**6:00PM on September 6, 2023 in  
City Hall Council Chambers, 2<sup>nd</sup> Floor  
161 W. Michigan Avenue  
Jackson, MI 49201**

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

If you are interested in this request you may attend the public hearing or contact Chris Atkin at 517-768-6433 or [catkin@cityofjackson.org](mailto:catkin@cityofjackson.org) with comments. Written comments may be mailed to 161 W. Michigan Avenue, Jackson, MI c/o Chris Atkin. All comments and/or questions must be received no later than 5:00PM on September 6, 2023.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Chris Atkin, Director of Planning/Zoning Administrator  
**DATE:** Council Meeting – September 12, 2023

**RECOMMENDATION:** Approval of proposed zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval. Amend Subsection (d), Subsection (f), and Subsection (l), as recommended by the City of Jackson Planning Commission.

### SUMMARY

Below are proposed zoning ordinance text amendment.

- Subsection (d) will permit electronic and/or other changeable message boards for non-residential uses in the R-1, R-2, and R-3 zoning districts through conditional use approval. Additional restrictions for lighting type and hours of display are included.
- Subsection (f) removes condition use approval requirements to permit, by right, monument (ground) signs in the R-1, R-2, and R-3 Districts for non-residential uses only, subject to a sign permit.
- Subsection (l) removes conditional use approval requirements to permit, by right, the height of wall signs in the C-3 zoning district to be mounted on buildings above the second floor but not extend above the roof line.

The following motion was made at the regularly scheduled September 06, 2023 City of Jackson Planning Commission meeting.

*Commissioner Saucedo motioned to recommend City Council approve the zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval. Amend Subsection (d), Subsection (f), and Subsection (l). Support from Commissioner Mauldin.*

**Motion passed by 5-0 roll call vote. (Wood, Poole, Johnson, Mauldin, and Saucedo)**

### POSITIONS

City Council to approve the zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval. Amend Subsection (d), Subsection (f), and Subsection (l), as recommended by the City of Jackson Planning Commission.

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#### ATTACHMENTS

- Proposed Text Amendments – Red Line
- Public Hearing Notice

**ARTICLE IX. SIGN REGULATIONS**  
**SECTION 28-253. – SIGNS SUBJECT TO PERMIT OR OTHER APPROVAL**

August 23, 2023

**ARTICLE IX. SIGN REGULATIONS**

**Sec. 28-253. – Signs subject to permit or other approvals**

**Table of Sign Standards for Signs Subject to a Permit Unless Otherwise Specified (in this Table)**

(d)	<p><i>Electronic and Other Changeable Message Board.</i></p> <p><del>Only permitted as part of a permitted monument sign, cannot stand alone.</del></p> <p><del>Permitted in the R-1, R-2, and R-3 Districts for non-residential uses only, including home occupation/business use, subject to conditional use approval (section 28-145).</del></p> <p><del>Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to a sign permit. Electronic Message Boards are only allowed on lots with at least one hundred (100) feet of continuous street frontage.</del></p> <p><del>Electronic Message Boards are only allowed on lots with at least one hundred (100) feet of continuous street frontage.</del></p>	<p><i>Number.</i> One (1) per lot.</p> <p><i>Total Sign Area.</i> The electronic or other changeable message board sign shall not exceed twenty-five percent (25%) of the total monument sign area proposed.</p>	<p><del>Only permitted as part of a permitted monument sign, cannot stand alone.</del></p> <p>An electronic or other changeable message board located on street frontage shall only have a static message or image that changes if the rate of change between two (2) static messages or images does not exceed more than one (1) change per five (5) minutes, each change is complete in one (1) second or less, <del>and the maximum daylight sign luminance level does not exceed sixty two thousand (62,000) candelas per meter squared at forty thousand (40,000) lux illumination beginning one half (½) hour after sunrise and continuing until one half (½) hour before sunset and does not exceed three hundred seventy five (375) candelas per meter squared at four (4) lux illumination at all other times. In addition, any sign permitted to have this changeable copy, must configure to default to a static display in the event of mechanical failure.</del></p> <p><del>White lighted background is strictly prohibited 30 minutes after sunset until 30 minutes before sunrise in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts.</del></p> <p><del>All electronic signs located in R-1, R-2, and R-3 Districts shall discontinue display 30 minutes after sunset until 30 minutes before sunrise.</del></p>
(f)	<p><i>Monument (Ground) Signs.</i></p> <p><del>Permitted in the R-1, R-2, and R-3 Districts for non-residential uses only, subject to a sign permit.</del></p> <p><del>Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1, and I-2 Districts subject to a sign permit.</del></p>	<p><i>Number.</i> One (1) monument/ground sign per lot in addition to permitted wall, awning, and window signage.</p> <p><i>Total Sign Area.</i> Twenty (20) square feet per sign face in the R-4, and R-6 Districts, forty (40) square feet in the</p>	<p>No part of monument sign may be placed within five (5) feet of a front lot line or within five (5) feet of a side lot line. In no case may the sign violate the provisions of section 28-126, visibility at intersections.</p>

**ARTICLE IX. SIGN REGULATIONS**  
**SECTION 28-253. – SIGNS SUBJECT TO PERMIT OR OTHER APPROVAL**

August 23, 2023

	<p><del>Permitted in the R-1, R-2, and R-3 Districts subject to conditional use approval (section 28-147).</del></p>	<p>C-1, C-2, and C-3 Districts, and sixty (60) square feet in the C-4, I-1, and I-2 Districts.</p> <p><i>Height.</i> Five (5) feet above grade in the R-1 through R-3, R-4, R-6, C-1, and C-2 Districts, and six (6) feet above grade in the C-4, I-1, and I-2 Districts.</p>	<p>Sign materials and sign colors must complement the building(s) located on the site and emulate the high quality traditional character of the city.</p>
<p>(l)</p>	<p><i>Wall Signs.</i>          Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to a sign permit.</p>	<p><i>Number.</i> One (1) wall sign or projecting sign per facade as permitted below.</p> <p><i>Total Sign Area.</i> The sign's surface shall not exceed two (2) square feet for each lineal foot of the length of the primary building facade up to a maximum of one hundred (100) square feet.</p> <p><i>Height.</i> <u>Signs attached to a building shall not extend above the building roof line.</u><del>Signs to be placed on the wall below the roof line for one story buildings and below the bottom of the second floor for multiple story buildings in the downtown (C-3 district) and as a conditional land use when located above the second floor of a building.</del></p>	<p>Wall signs may be placed anywhere on a building or accessory structure (such as a gas station or drive-through window canopy) provided it meets the height requirements.</p> <p>All or a portion of the permitted wall sign area may be used towards awning signage provided the proposed area meets the size restrictions of this chapter and the awning meets design standards of section 28-115(f)(3).</p> <p>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</p>

# **CITY OF JACKSON PLANNING COMMISSION NOTICE OF PUBLIC HEARING**

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

Article IX. – Zoning District Regulations, Section 28-253. – Signs subject to permit or other approval. Subsection (d), Subsection (f), Subsection (l); repeal Section 28-166. – Revocable license for signs and/or awnings in the right-of-way, and remove all language throughout Section 28-253 and Section 28-257 as it pertains to revocable license for signs and/or awnings in the right-of-way.

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

**6:00PM on September 06, 2023 in  
City Hall Council Chambers, 2<sup>nd</sup> Floor  
161 W. Michigan Avenue  
Jackson, MI 49201**

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

If you are interested in this request you may attend the public hearing or contact Chris Atkin at 517-768-6433 or [catkin@cityofjackson.org](mailto:catkin@cityofjackson.org) with comments. Written comments may be mailed to 161 W. Michigan Avenue, Jackson, MI c/o Chris Atkin. All comments and/or questions must be received no later than 5:00PM on September 06, 2023.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Chris Atkin, Director of Planning/Zoning Administrator  
**DATE:** Council Meeting – September 12, 2023

**RECOMMENDATION:** Approval of proposed zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval and Section 28-257. – Signs that do not require a permit. Remove all language as it pertains to revocable license for signs and/or awnings in the right-of-way., as recommended by the City of Jackson Planning Commission.

### SUMMARY

The intent of the proposed zoning ordinance text amendment is to streamline the application process for installing signs or awnings overhanging a right of way by removing the revocable license requirement. The sign permit application will be revised to include a disclaimer/agreement, acknowledged by the applicant, not holding the liable for personal/property damage, personal injury, or other sustained as a result of sign or awning mount failure.

The following motion was made at the regularly scheduled September 06, 2023 City of Jackson Planning Commission meeting.

*Commissioner Saucedo motioned to recommend City Council approve the zoning ordinance text amendments to Section 28-253. – Signs subject to permit or other approval, and Section 28-257. – Signs that do not require a permit, by removing all language as it pertains to revocable license for signs and/or awnings in the right-of-way. Support from Commissioner Johnson.*

**Motion passed by 5-0 roll call vote. (Wood, Poole, Johnson, Mauldin, and Saucedo)**

### POSITIONS

City Council to approve the zoning ordinance text amendments to Section 28-253. – Signs subject to permit or other approval, and Section 28-257. – Signs that do not require a permit, by removing all language as it pertains to revocable license for signs and/or awnings in the right-of-way, as recommended by the City of Jackson Planning Commission.

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#### ATTACHMENTS

- Proposed Text Amendments – Red Line
- Public Hearing Notice

**ARTICLE IX. SIGN REGULATIONS**  
**SECTION 28-253. – SIGNS SUBJECT TO PERMIT OR OTHER APPROVAL**

August 23, 2023

**ARTICLE IX. SIGN REGULATIONS**

**Sec. 28-253. – Signs subject to permit or other approvals**

**Table of Sign Standards for Signs Subject to a Permit Unless Otherwise Specified (in this Table)**

	<b>Sign Types, Districts Permitted, Required Approvals</b>	<b>Size Restrictions</b>	<b>Additional Restrictions</b>
(a)	<i>Awning Signage.</i> Permitted in the R-4, R-6, C-1, C-2, I-1 and I-2 Districts, subject to the sign permit.	<i>Number.</i> One (1) per property or business entrance. <i>Total Sign Area.</i> Message shall not cover more than one-third (1/3) of the apron of each awning.	All or a portion of the permitted awning signage area may be used towards wall signage. The apron of the awning must be at least nine (9) feet above ground level or sidewalk. Awnings must meet the building design standards (see section 28-115(f)(3)). Sign materials and sign colors must complement the building(s) located on the site and emulate the neighborhood. <del>Awnings that overhang a public right-of-way require a revocable license (see section 28-166).</del>
(h)	<i>Projecting Signs.</i> Only permitted in the C-3 District, subject to a sign permit.	<i>Total Sign Area.</i> The sign shall not exceed sixteen (16) square feet in area with a maximum width of two (2) feet measured from the inside edge of the sign which shall be no more than six (6) inches from the exterior wall of the structure. <i>Height.</i> Projecting signs must be affixed to the front facade of the business and allow a nine (9) foot clearance from the bottom of the sign to the sidewalk. The top of the sign shall not be installed at a height taller than the bottom of the second floor or between the parapet and the windows of a single story structure.	The applicant is permitted a projecting sign in place of one (1) of the allowable wall signs. <del>A revocable license is needed if the sign projects into a public right of way (see section 28-166).</del>
(i)	<i>Sandwich Boards (A-Frame Signs).</i> Permitted in the C-1, C-2, and C-3 Districts subject to a sign permit.	<i>Number.</i> One (1) per building, regardless of the number of tenants. <i>Total Sign Area.</i> Shall not exceed a length of two (2) feet and a height of three (3) feet.	Each sign shall be placed outside only during the hours of operation and shall be stored indoors at all other times. Signs shall not be physically secured to light poles, vegetation, street furniture, or other permanent structures.

			<p>Each sign shall be placed next to the building wall or adjacent to the curb in a manner which provides four (4) feet of free passage for pedestrians and does not interfere with normal pedestrian or automobile traffic. No sign shall be in the sight clearance triangle.</p> <p><del>No revocable license is required if the sandwich board is placed in a public right-of-way.</del></p> <p>The owner of the sandwich board shall provide a certificate of insurance and insurance endorsement listing the City of Jackson as an additional insured, and this certificate must be in a coverage amount established by the city attorney to ensure the city's protection.</p> <p>All sign frames shall be constructed of a weatherproof material and shall be kept in good repair.</p>
(j)	<p><i>Temporary Banners.</i> Permitted in all districts subject to a sign permit.</p>	<p><i>Number.</i> One (1) per street front. <i>Total Sign Area.</i> Shall not exceed an area of thirty-two (32) square feet.</p>	<p>Shall be permitted to be displayed for up to thirty (30) days. Signs are limited to no more than three (3) events per calendar year.</p> <p>If mounted to the ground, a two sided sign is permitted but shall not exceed the maximum sign dimensions. No sign shall be in the sight clearance triangle.</p> <p><del>Any banner positioned within or suspended above a public right-of-way requires a revocable license (see section 28-166).</del></p>
(k)	<p><i>Temporary Event Signs.</i> Permitted in all districts subject to a sign permit.</p>	<p><i>Number.</i> One (1) per event. <i>Total Sign Area.</i> Shall not exceed an area of twelve (12) square feet. Signs in the right-of-way may not be more the four (4) feet tall or four (4) feet wide.</p>	<p>Shall be permitted to be displayed for up to thirty (30) days. Signs are limited to up to three (3) events per calendar year.</p> <p>If mounted to the ground, a two sided sign is permitted but shall not exceed the maximum sign dimensions. No sign shall be in the sight clearance triangle.</p> <p><del>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</del></p>
(l)	<p><i>Wall Signs.</i></p>	<p><i>Number.</i> One (1) wall sign or projecting sign per facade as permitted below.</p>	<p>Wall signs may be placed anywhere on a building or accessory structure (such as a gas station or drive-</p>

	<p>Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to a sign permit.</p>	<p><i>Total Sign Area.</i> The sign's surface shall not exceed two (2) square feet for each lineal foot of the length of the primary building facade up to a maximum of one hundred (100) square feet.</p> <p><i>Height.</i> Signs to be placed on the wall below the roof line for one story buildings and below the bottom of the second floor for multiple story buildings in the downtown (C-3 district) and as a conditional land use when located above the second floor of a building.</p>	<p>through window canopy) provided it meets the height requirements.</p> <p>All or a portion of the permitted wall sign area may be used towards awning signage provided the proposed area meets the size restrictions of this chapter and the awning meets design standards of section 28-115(f)(3).</p> <p><del>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</del></p>
(m)	<p><i>Projecting LED Wall Signs.</i></p> <p>Only permitted in the C-3 District, subject to a sign permit.</p>	<p><i>Number.</i> One (1) projecting LED wall sign per facade as permitted below. Shall not be in combination with wall signs as described in section 28-253(l).</p> <p><i>Total Sign Area.</i> The sign's surface shall not exceed five (5) square feet per side.</p> <p><i>Height.</i> Projecting LED wall signs must be affixed to the front facade of the business and allow a nine-foot clearance from the bottom of the sign to the sidewalk. The top of the sign shall not be installed at a height taller than the bottom of the second floor or between the parapet and the windows of a single story structure.</p>	<p>Shall only have a static message or image that changes if the rate of change between two (2) static messages or images does not exceed more than one (1) change per five (5) minutes, each change is complete in one (1) second or less, and the maximum daylight sign luminance level does not exceed four thousand (4,000) candelas per meter squared and does not exceed three hundred seventy-five (375) candelas per meter squared at all other times. In addition, any sign permitted to have this changeable copy, must configure to default to a static display in the event of mechanical failure.</p> <p><del>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</del></p>

# **CITY OF JACKSON PLANNING COMMISSION NOTICE OF PUBLIC HEARING**

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

Article IX. – Zoning District Regulations, Section 28-253. – Signs subject to permit or other approval. Subsection (d), Subsection (f), Subsection (l); repeal Section 28-166. – Revocable license for signs and/or awnings in the right-of-way, and remove all language throughout Section 28-253 and Section 28-257 as it pertains to revocable license for signs and/or awnings in the right-of-way.

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

**6:00PM on September 06, 2023 in  
City Hall Council Chambers, 2<sup>nd</sup> Floor  
161 W. Michigan Avenue  
Jackson, MI 49201**

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

If you are interested in this request you may attend the public hearing or contact Chris Atkin at 517-768-6433 or [catkin@cityofjackson.org](mailto:catkin@cityofjackson.org) with comments. Written comments may be mailed to 161 W. Michigan Avenue, Jackson, MI c/o Chris Atkin. All comments and/or questions must be received no later than 5:00PM on September 06, 2023.

## DEPARTMENTAL REPORT

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

**FROM:** Chris Atkin, Director of Planning/Zoning Administrator

**DATE:** Council Meeting – September 12, 2023

**RECOMMENDATION:** Approval to Repeal Section 28-166. – Revocable license for signs and/or awnings in the right-of-way, as recommended by the City of Jackson Planning Commission.

### SUMMARY

The proposed repeal of zoning ordinance Section 28-166 coincides with the proposed text amendments to Section 28-253. – Signs subject to permit or other approval and Section 28-257. – Signs that do not require a permit. Remove all language as it pertains to revocable license for signs and/or awnings in the right-of-way.

The following motion was made at the regularly scheduled September 06, 2023 City of Jackson Planning Commission meeting.

*Commissioner Saucedo motioned to recommend City Council approve repealing zoning ordinance Section 28-166. – Revocable license for signs and/or awnings in the right-of-way. Support from Commissioner Johnson.*

**Motion passed by 5-0 roll call vote. (Wood, Poole, Johnson, Mauldin, and Saucedo)**

### POSITIONS

City Council to approve the Repeal Section 28-166. – Revocable license for signs and/or awnings in the right-of-way, as recommended by the City of Jackson Planning Commission.

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#### ATTACHMENTS

- Proposed Text Amendments – Red Line
- Public Hearing Notice

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 12, 2023

**SUBJECT:** Approve contract with R.W. Mercer for T.A. Wilson Annex building, design/build interior renovations with limited exterior renovations to the N building.

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Recommendation: Approve the contract with R.W. Mercer for T.A. Wilson Annex building, design/build interior renovations with limited exterior renovations to the N Building in the amount of \$421,830.00, which includes a 15% contingency and allocate \$225,000 from unobligated American Rescue Funds to the transitional housing project.



2322 Brooklyn Road, P.O. Box 180, Jackson, MI 49204-0180  
(517) 787-2960 (phone) / (517) 787-1970 (fax)

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## **TA WILSON**

### **RW MERCER QUALIFICATION LIST**

1. A \$500 allowance has been included for the building permit, \$5,000 allowance for Comcast, \$2,500 allowance for monitoring system for fire suppression flow switch, \$10,000 allowance for camera/security system, and \$2,000 allowance for washer & dryer.
2. We have included performance, labor & material bonds. However, we have not included any Davis Bacon wages.
3. Asbestos abatement is not included.
4. RWM has figured on re-using the existing HVAC system and water heater in existing locations with modifications.
5. RWM has not figured any labor for installing beds provided by City
6. RWM has figured that the City will bring two 2" lines – one for domestic and one for fire suppression 5' outside of the building. Additional costs could apply depending on if the 2" lines is adequate for the fire suppression system. Cost to use a 4" riser, bigger main and bigger branch lines to try and get the 2" underground to be sufficient would be approximately \$20,000 in additional costs.
7. No window treatments included in proposal. No data cabling or pathways included in proposal
8. RW Mercer has only figured 2 Shower based on onsite conversation with Brian Taylor. Add \$8,000 to add back in third shower.
9. RW Mercer is going to work with the City to complete the project or portion of the project by November 1<sup>st</sup>.

**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 notarize 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 sam.gov Unique Identity Number:   #46SD6    
if you have received it.

  X   The City is funding this contract by the following:  
    a.

**PROPOSAL**

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

Date: 9/8/2023

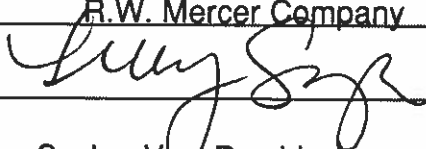
In compliance with your invitation for bids dated August 28, 2023 to perform TA  
**WILSON ANNEX BUILDING DESIGN/BUILD INTERIOR RENOVATIONS WITH**  
**LIMITED EXTERIOR RENOVATIONS TO THE N BUILDING**

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 R.W. Mercer Company  
organized and existing under the laws of the State of Michigan  
with offices at Jackson  
(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 - 2120488

(Corporate Seal, if applicable) Name of Bidder: R.W. Mercer Company  
 Signed By:   
 Its: Tracy Saylor, Vice President

<b>BID SHEET</b>
------------------

DATE: 9/7/2023

**PROPOSAL FOR: TA WILSON ANNEX BUILDING DESIGN/BUILD INTERIOR RENOVATIONS WITH LIMITED EXTERIOR RENOVATIONS TO THE N BUILDING**

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.

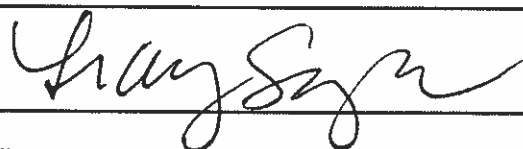
The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental 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 _____	8/31/2023 _____
#2 _____	9/5/2023 _____
_____ _____	_____ _____

<b>SCHEDULE OF BID PRICES</b>
<b>NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.</b>

DESCRIPTION	LUMP SUM BID
Renovations to TA Wilson School per specifications	\$366,809
LUMP SUM BID WRITTEN OUT:	
Three Hundred Sixty-Six Thousand Eight Hundred Nine	

<b>Submitted Bid:</b>	\$366,809.00
<b>Labor Costs:</b>	\$163,511.00
<b>Materials Costs:</b>	\$203,298.00
<b>Equipment Costs:</b>	\$3,500.00
<b>Possible Change Orders:</b>	Work for Suppression if 2" lines isn't adequate
<b>Bidder's Name:</b>	R.W. Mercer Company
<b>Address:</b>	2322 Brooklyn Road
<b>City, State, Zip:</b>	Jackson, MI 49203
<b>Telephone:</b>	(517) 787-2960
<b>Fax:</b>	(517) 787-1960
<b>Email Address:</b>	tracy@rwmerc.com
<b>Federal ID Number:</b>	38-2120488
<b>Bid Signed By:</b>	 <span style="float: right;">Print or Type Tracy Saylor</span>
<b>Title:</b>	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 \_\_\_\_\_

## CONTRACT COMPLIANCE

DATE: August 28, 2023  
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

R.W. Mercer Company 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 R.W. Mercer Company 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: 9/7/2023 By: R.W. Mercer Company

(Bidder's Name)

By: 

(Signature)

By: Tracy Saylor, Vice President

(Title)

2322 Brooklyn Road

Address

Jackson

City

Michigan 49203

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**

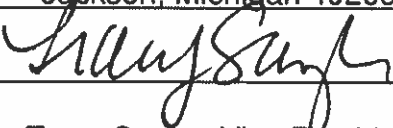
The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical 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: R.W. Mercer Company

ADDRESS: 2322 Brooklyn Road  
Jackson, Michigan 49203

SIGNED BY: 

TITLE: Tracy Saylor, Vice President

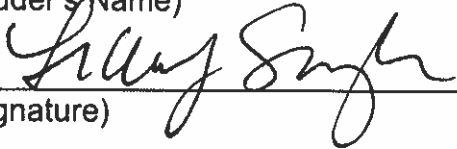
DATE: 9/8/2023

**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: 9/7/2023

By: R.W. Mercer Company  
(Bidder's Name)

By:   
(Signature)

By: Tracy Saylor, Vice President  
(Title)

2322 Brooklyn Road  
Address

Jackson  
City

Michigan 49203  
State and Zip





**RIGHT TO KNOW  
CONTRACTOR RELEASE FORM**

I, Tracy Saylor an authorized representative of R.W. Mercer Company 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 9/8/2023

  
Signature



## City of Jackson Ethics Disclosure Form Vendors and Contractors

Name <p style="text-align: center;">Tracy Saylor</p>	Company <p style="text-align: center;">R.W. Mercer Company</p>
Telephone <p style="text-align: center;">(517) 787-2960</p>	Email Address <p style="text-align: center;">tracy@rwmerc.com</p>

Contract or matter pending with the City:

---



---

I, \_\_\_\_\_, 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<sup>1</sup> or immediate family member<sup>2</sup> 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.

<sup>1</sup> 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.

<sup>2</sup> 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     )  
  ) SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me this 8th day of September, 2023,

By Debra Ann Ehrig  
Debra Ann Ehrig  
Comm Expires: 3-14-29

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

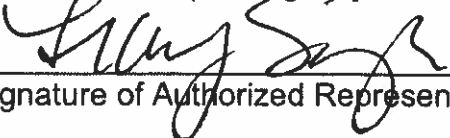
The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Tracy Saylor, Vice President  
Name and Title of Authorized Representative

R.W. Mercer Company  
Name of Participant Agency or Firm

  
Signature of Authorized Representative

9.7.2023  
Date

I am unable to certify to the above statement. Attached is my explanation.

# REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: R.W. Mercer Company
  2. Established: Year \_\_\_\_\_ Number of Employees \_\_\_\_\_
  3. Type of organization: Individual \_\_\_ Partnership  Corporation \_\_\_ Other \_\_\_
  4. Former name(s) if any, and year(s) in business \_\_\_\_\_
- 
- 

5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: Martin Luther King Jr. Center  
Address: 1107 Adrian Street, Jackson, MI 49203  
Phone: (517) 788-5067  
Contact: Kelli Hoover  
Type of Work: Interior Remodel  
Budget: 2 Million

5.2 Company Name: Jackson County ISD Central Campus  
Address: 1226 S. Wisner Street  
Phone: (517) 768 - 5200  
Contact: Roger Auwers  
Type of Work: Addition and interior remodel to old Frost School  
Budget: 23 Million

5.3 Company Name: Jackson County Animal Shelter  
Address: 3370 Spring Arbor Road  
Phone: (517) 812 - 2196  
Contact: Derek Eisele  
Type of Work: Addition and interior remodel  
Budget: 2.5 Million

I certify that all of the information provided is true and answered to the best of my ability.

Signed  Name Ryan Schonhard  
Title Project Manager Date 9/8/2023

## 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.**

<b>CRITERIA 1:</b>	
COMPANY NAME:	R.W. Mercer Company
ADDRESS:	2322 Brooklyn Road
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	(517) 787-2960
OFFICERS:	
President: Andy Mercer	Email Address: andy@rwmercerc.com
Vice President: Tracy Saylor	Email Address: tracy@rwmercerc.com
Secretary: Tobin Dunigan	Email Address: tdunigan@rwmercerc.com
Treasurer: Mike Schilling	Email Address: mschilling@rwmercerc.com
<b>CRITERIA 2:</b>	
How many years has your organization been in business under your present firm name? 46+	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	N/A

**CRITERIA 3:**

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

Residential Contractor's License 2102177902

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

Electrical apprentice program - petroleum construction  
Manufacturer training/certification - various  
OSHA; CPR/First Aid, etc - yearly training

**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.

**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

Please refer to attached.

### **Criteria #6 – Evidence of Experience**

In the last three years, we have completed two large general contracting projects for the City of Jackson, including the Department of Public Works and Martin Luther King Center. We also completed the construction of The 200 Apartment Complex in downtown Jackson last year.

Surety Bonding & Insurance Group  
5100 Birch Point Dr.  
Interlochen, MI 49643

Phone: 231-276-3201  
Mobil: 517-256-2597  
sigkurowski@msn.com

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January 28, 2022

To Whom It May Concern:

Re: R. W. Mercer Company

For the past 18 years, our agency, along with Nationwide Mutual Insurance Company (Best Rating A+, U.S. Treasury rating: \$1 Billion+) have provided surety bonds for the captioned. Over the years, R.W. Mercer Company has distinguished itself as one of the premier contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, we have provided surety bonds in excess of \$15,000,000/ \$25,000,000 to the captioned. Subject to normal underwriting considerations, this letter shall offer you our assurances of bonding support along these lines. Should you need additional information, please free to call the undersigned.

Sincerely,



James S. Kurowski  
President and Attorney in fact



**We help build contractors**

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC8270117  
Qualified in New York County  
Commission Expires October 19, 2024

Notary Public  
My Commission Expires  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors, and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of January, 2022.

Assistant Secretary

MIOSHA/OSHA Citations - Criteria #9

Date	Job Location	Department	Violation Description/Classification	Penalty Amount	Corrective Action Taken
2017					
5/16/2017	Napoleon, MI	General Contracting	Aerial Work Platforms Fall protection Fixed and portable ladders Electrical installations (cords)	\$1,500 \$1,500 \$0 \$0	Abated on site Abated on site Corrected during inspection Corrected during inspection
5/18/2017	Vienna, OH	Petroleum Construction	No safety data sheets on site	\$0	Corrected during inspection
2018	None				
2019	None				
2020					
7/20/2020	Marshall, MI	General Contracting	No guard on portable grinder  Workers exposed to material hazard of materials being attached to guardrail of Aerial Work Platform	\$1,000  \$0	Corrected during inspection  Corrected during inspection
2021					
11/16/2021	Howell, MI	Petroleum Construction	Mini Excavator Annual inspection Not on site	\$0	Zero fee citation; abated

**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: Please refer to attached; insurance renewal in progress.

Walton Insurance Group

Type of Coverage:

General Liability, Auto, Worker's Comp

Telephone:

(517) 787 - 2600

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.

R.W. Mercer Co.'s workers are not classified as independent contractors. Any subcontracting firms employed by Mercer are considered independent contractors. Subcontractors are required by contract to comply with all federal, state and local laws with regard to its employees.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2022

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

PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Kathy Corden
	PHONE (A/C No. Ext): (517) 787-2600 FAX (A/C No.): (517) 787-3857
	E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: ZMCASCO Insurance Co NAIC # 21407
	INSURER B: Employers Mutual Casualty Company 21415
	INSURER C: Safety National Casualty Corp 15105
	INSURER D: Crum & Forster Speciality Insurance Co 44520
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2232324362 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> X C U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3X42633	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3E42633	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			3J42633	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A RWMER-C	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liab			CPL113232	8/1/2021	8/1/2022	claim limit \$3,000,000
B	Installation Floater			3C42633	8/1/2021	8/1/2022	\$500,000

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

CERTIFICATE HOLDER  Evidence of Coverage Criteria #11	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 Ethan Harris/KCORD <i>Ethan G Harris</i>

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**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.

Labor, material and equipment warranties should be defined in the plans and specifications for the project.

**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; provided the project we are bidding on specifies that it is a prevailing wage project and the applicable wage rates to be paid on that project are provided by the City.

**CRITERIA 16:**

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

Acknowledged

**CRITERIA 17:**

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

It is not possible to determine at this time what change orders would be necessary for a project that is not under contract.

**CRITERIA 18:**

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

Please refer to attached.

**Criteria #18 – Qualifications of Management and Supervisory Personnel**

All of our project managers have over 20-30 years of experience in the industry, with the majority of them also holding a B.S. in Construction Management from Michigan State University. The City's Building Department can attest to the quality of our management and supervisory personnel.

# American Institute of Architects

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, R.W. Mercer Company, as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company, duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jackson, as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the Amount Bid ( 5 % of the Bid Amount), 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: **T.A. Wilson Annex Building**

**Bid Date: September 8, 2023**

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 8th day of September, A.D. 2023.

  
\_\_\_\_\_  
(Witness)

**R.W. Mercer Company**

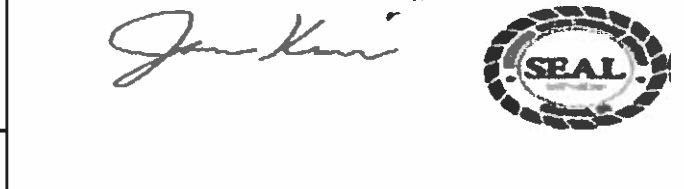

(Principal)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

**Nationwide Mutual Insurance Company**

(Surety)

  
\_\_\_\_\_  


**James S. Kurowski**

Attorney -in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8th day of September, 2023.

[Handwritten signature of Laura B. Guy]

Assistant Secretary