



AGENDA - CITY COUNCIL MEETING

January 10, 2023

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by Fourth Ward Councilmember Laura Dwyer Schlecte**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
 - A. **City of Jackson's Audit Report for Fiscal Year ended June 30, 2022**
Presentation by Rehmann, LLC, of the City of Jackson's Audit Report for Fiscal Year ended June 30, 2022.
 - i. Receipt of the City of Jackson's Audit Report for Fiscal Year ended June 30, 2022
6. **PUBLIC HEARINGS.**
7. **CITIZEN COMMENTS. (3-Minute Limit)**
8. **PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).**
 - A. **Minutes of the December 2022 Board of Review**
 - B. **City of Jackson, Michigan Financial Statements As of and For the Five Months Ended November 30, 2022**

C. Accept and Place on file, the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2022.

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of December 13, 2022

Approve the minutes of the regular City Council Meeting of December 13, 2022.

B. Minutes of the Special Meeting of December 20, 2022

Approve the minutes of the special City Council Meeting of December 20, 2022.

C. Accept with regret, the resignation of Danielle Dobies from the Ella Sharp Park and Parks & Recreation Boards

D. Reappointment to the Martin Luther King Corridor Improvement Authority

Approve the Mayor's recommendation to reappoint James Johnson, Jr. to the Martin Luther King Corridor Improvement Authority for a term of four years, beginning immediately and ending on December 31, 2026.

E. Corrective Resolution for Special Assessment Roll No. 3440

Approve a Corrective Resolution for Special Assessment Roll No. 3440 for Repaving of Greenwood Avenue from Morrell Street to Fourth Street, confirmed March 8, 2022

F. Traffic Control Order 2387

Biddle Street, Blackstone Street to Greenwood Avenue

Approval of Traffic Control Order 2387 to remove parking restrictions on Biddle Street from Blackstone Street to Greenwood Avenue, and rescind Traffic Control Order 491.

G. Engineer's Report for Pavement Replacement

North Street – Wisner Street to West Avenue

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

H. Special Event Application – Fairy Festival

Approve a request from the Jackson School of the Arts to host their Fairy Festival April 29, 2023 in Parking Lot #6, downtown Jackson.

I. Special Event Application – Groundhog Gallop

Approve a request from Grow Jackson to host the Groundhog Gallop on February 4, 2023 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

J. Special Event Application – Winter Fest

Approve a request from the Jackson Downtown Development Authority to host their Winter Fest on February 4, 2023 in downtown Jackson Streets and Parking Lots.

10. OTHER BUSINESS.

11. NEW BUSINESS.

A. Approve the JNET Interlocal Agreement

Approval of the JNET Interlocal Agreement and allowing the City Manager to execute it on behalf of the City of Jackson.

B. Approval of the contract award for the Sodium Hydroxide System Improvements at the City of Jackson, Water Treatment Plant to Monroe Plumbing and Heating Co. of Monroe, MI in the amount of \$395,000, to be funded by the City Local Recovery Funds under the American Rescue Plan Act

Approve the contract award for the Sodium Hydroxide System Improvements at the City of Jackson, Water Treatment Plant to Monroe Plumbing and Heating Co. of Monroe, MI in the amount of \$395,000, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

C. Amendment 2 to the Professional Engineering Services contract with Fishbeck

Approval of Amendment 2 to the contract for professional engineering services for improvements to the wastewater treatment plant with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$36,404.00, and authorization for the City Manager and Director of Public works to sign the appropriate document.

D. Changes to the Standard Lighting Contract for streetlights with Consumers Energy for removal of streetlights on Wisner Street and on Washington Avenue

Approve the resolution for Changes to the Standard Lighting Contract with Consumers Energy for removal of streetlights on Wisner Street and on Washington Avenue and authorize the Mayor and City Clerk to execute the appropriate documents.

E. Change Order 2 to the Miscellaneous Construction contract with Bailey Excavating, Inc.

Approve Change Order 2 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of \$89,248.97 for the repair of the storm sewer on Winthrop Avenue and authorize the City Manager and City Engineer to execute the appropriate document.

F. Request to adopt a resolution approving a selected project for additional funds for the 2023-2026 Transportation Improvement Plan

Adopt a resolution to approve a project as selected for inclusion in the 2023-2026 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.

G. Amendment 2 to the 2022 Major Street Engineering Contract

Approval of Amendment 2 to the 2022 Major Street Engineering contract with Spaulding DeDecker Associates, Inc. (SDA) of Novi, Michigan at a not-to-exceed cost of \$109,825.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

H. Amendment 1 to the Engineering and Project Administration, SCADA Software Upgrades Contract for the City of Jackson Wastewater Treatment Plant

Approve Amendment 1 to the Engineering and Project Administration, SCADA Software Upgrades Contract with Tetra Tech of Ann Arbor, MI at a not-to-exceed cost of \$96,250 and authorize the City Manager and Director of Public Works to execute the appropriate documents.

I. Revocation of the Conditional Phase 1 Class C License and Development Agreement for Wildwood Essence LLC

Approve the revocation of the previously authorized Conditional Phase One Class C License and Development Agreement for Wildwood Essence LLC. Located at 1623 Wildwood Ave.

J. Approve an extension of the Development Agreement between the City of Jackson and Leon Cannabis LLC

Approve an extension of the Development Agreement between the City of Jackson and Leon Cannabis LLC, until January 19th 2024 and authorize the City Manager and City Attorney to make minor modifications as necessary.

K. Approve the purchase of one (1) 2023 Ford F450 XL Cab and Chassis 4x4 DRW regular cab and AIR FLO PSC 9-3 dump body through MiDeal

Approve the purchase of one (1) 2023 Ford F450 XL Cab and Chassis 4x4 DRW Regular Cab from Gorno Ford for the amount of \$54,589.00 and an AIR FLO PSC 9-3 dump body purchased through and installed by Automotive Service Company in the amount of \$21,213.17 for a total purchase amount of \$75,802.17 through MiDeal. A 10% contingency \$7,580.22 for a total amount of \$83,382.39.

L. Contract Award for 2023 Major Street Engineering

Approve an award for the 2023 Major Street Engineering contract to Rowe Professional Service Company of Flint, Michigan in the amount of \$145,678.05 and authorize the Mayor and City Clerk to execute the appropriate document(s) in

accordance with the Purchasing Agent.

M. Contract Award for 2023 Lansing Avenue Corridor Engineering

Approve the award for the 2023 Lansing Avenue Corridor Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$452,451.30 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

N. Consider first reading on amendment to Article VI, Division 2, Sec. 18-156 of the City Code to correct scrivener's error

Consider first reading of amendment to Section 18-156. Possession/use of Marihuana, of the City of Jackson Code of Ordinances.

O. Consider first reading on amendment to Chapter 2, Article VI, sec 2-451, record and data retention, of the City Code

Approve amendment to Section 2-451 of Chapter 2, Article IV of the Jackson Code of Ordinances.

P. Approve the sale of City owned property located at 109 Hollywood for \$11,000

Approve the sale of City owned property located at 109 Hollywood St, to Luis Tejada for \$11,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

Q. Amendment to Chapter 28 of the City of Jackson Zoning Ordinance

Consider amendments as presented.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

CITY OF JACKSON MINUTES OF THE DECEMBER 2022 BOARD OF REVIEW

All members having previously received the oath of office, the December Board of Review met and was called to order on *December 13, 2022* at 9:31 AM, on the 9th floor conference room of City Hall, located at 161 W Michigan Ave, Jackson MI 49201. Copies of the meeting log and petitions are attached hereto and made a part hereof by reference.

Board of Review Members: David Taylor, Chairman
 Thomas Schindler, Vice-Chairman
 James Hines, Member

Meeting called to order: on *December 13, 2022* at 9:31 AM by David Taylor.

Motion to commence the 2022 December Board of Review, made by Thomas Schindler , supported by James Hines . Motion carried.

Roll Call made by Jason Yoakam, Secretary of the Board of Review. Present: David Taylor and Thomas Schindler, James Hines . Absent: None.

Public Comments: None.

New Business:

- A) Review and approve the attached petitions and parcel list presented for consideration.

Motion by David Taylor, supported by James Hines to approve the decisions as indicated for each appeal attached hereto. Motion carried.

Adjournment:

There being no further business a motion to adjourn was made by David Taylor , supported by James Hines . Motion carried, the board adjourned at 10:06 AM

Jason Yoakam
Secretary of the Board of Review

Year	Parcel Number	Comments	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2022	1-045800000	12/13/2022 100% POVERTY EXEMPTION GRANTED GREVE CINDY L 246 W NORTH ST JACKSON, MI 49202	14	401	38170	28,000	16,679	100.000	0.000	28,000	0	100.000	0.000
2022	1-046200000	12/13/2022 EXEPTION DENIED-NOT PRIMARY RESIDENCE GREVE CINDY L 909 N BLACKSTONE ST JACKSON, MI 49202	15	402	38170	1,400	319	100.000	0.000	1,400	319	100.000	0.000
2022	2-026600000	10/13/2022 DISABLED VETERANS EXEMPTION GRANTED WHITEHEAD MARK & DAYNA 234 N BOWEN ST JACKSON, MI 49202	02	401	38170	47,200	36,352	100.000	0.000	0	0	100.000	0.000
2022	2-0629.1000	12/13/2022 DISABLED VETERANS EXEMPTION GRANTED DOOSEY MICHAEL & MARCY 315 HOMECREST RD JACKSON, MI 49201	07	401	38170	34,800	21,803	100.000	0.000	0	0	100.000	0.000
2022	2-072300000	12/13/2022 DISABLED VETERANS EXEMPTION GRANTED SPENCER ANTHONY C 317 CARR ST JACKSON, MI 49201	03	401	38170	34,900	34,900	100.000	100.000	0	0	100.000	100.000
2022	2-088600000	12/13/2022 DISABLED VETERANS EXEMPTION GRANTED AHNER SEAN R 1208 WILDWOOD AVE JACKSON, MI 49202	09	401	38170	45,300	45,300	0.000	100.000	0	0	0.000	100.000
2022	2-157800000	12/13/2022 DISABLED VETERANS EXEMPTION GRANTED CYPHERS BYRON D & MARY ANN 610 CENTER ST JACKSON, MI 49202	01	401	38170	40,500	19,991	100.000	0.000	0	0	100.000	0.000
2022	2-242100000	12/13/2022 DISABLED VETERANS EXEMPTION GRANTED HUFF GERALD ETAL 660 COMMONWEALTH AVE JACKSON, MI 49202	04	401	38170	63,800	46,178	100.000	0.000	0	0	100.000	0.000

Year Parcel Number	Petition	Class	School	Assessed	Taxable			Corrected	Corrected		
Comments	/Docket			Value	Value	PRE/MBT	Transfer	Assessed	Taxable	Corrected	Corrected
Owner/Prop. Addr.								Value	Value	PRE/MBT EX	Transfer
2022 3-086400000 12/13/2022 DISABLED VETERANS EXEMPTION GRANTED SIRMEYER SEAN P 1015 W FRANKLIN ST JACKSON, MI 49203	05	401	38170	92,500	74,287	100.000	0.000	0	0	100.000	0.000
2022 3-1202.1000 12/13/2022 100% POVERTY EXEMPTION GRANTED DESNOYER VERONICA ET AL 1020 S DURAND ST JACKSON, MI 49203	18	401	38170	55,400	41,017	100.000	0.000	55,400	0	100.000	0.000
2022 3-3136.1000 12/13/2022 UNCAPPING REVERSAL FIRST AFFINITY BAUER ANDREW 1514 S WEST AVE JACKSON, MI 49203	23	401	38170	61,500	61,500	100.000	100.000	61,500	38,395	100.000	0.000
2022 3-314400000 12/13/2022 DOES NOT QUALIFY FOR SURVIVING SPOUSE BENEFITS CHERRY DONNA 805 RANDOLPH ST JACKSON, MI 49203	06	401	38170	41,400	41,400	100.000	100.000	41,400	41,400	100.000	100.000
2022 3-3222.2000 12/13/2022 DISABLED VETERANS EXEMPTION GRANTED DEER KEVIN M & MICHELLE 400 COLFAX ST JACKSON, MI 49203	10	401	38170	64,100	48,171	100.000	0.000	0	0	100.000	0.000
2022 4-042900000 12/13/2022 100% POVERTY EXEMPTION GRANTED ZEIDAN MOUSTAFA & DUTSON JOLENE 228 W WILKINS ST JACKSON, MI 49203	13	401	38170	34,700	31,919	100.000	0.000	34,700	0	100.000	0.000
2022 4-085100000 12/13/2022 DISABLED VETERANS EXEMPTION GRANTED HALE JAMES 939 MAPLE AVE JACKSON, MI 49203	11	401	38170	47,000	39,254	0.000	0.000	0	0	0.000	0.000
2022 4-109200000 12/13/2022 POVERTY EXEMPTION DENIED-ASSETS EXCEED THRESHOLD LINDLAND PAUL K 1238 WOODSUM ST JACKSON, MI 49203	16	401	38170	19,300	14,039	100.000	0.000	19,300	14,039	100.000	0.000


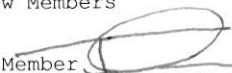

Year	Parcel Number	Comments	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2022	4-120900000	12/13/20022 100% POVERTY EXEMPTION GRANTED PARTRIDGE MIRANDA M 1009 WOODBRIDGE ST JACKSON, MI 49203	17	401	38170	18,600	18,600	100.000	100.000	18,600	0	100.000	0.000
2022	4-130200000	12/13/2022 UNCAPPING REVERSAL FIRST AFFINITY SMITH RICHARD J 1122 WOODBRIDGE ST JACKSON, MI 49203	24	401	38170	16,300	16,300	100.000	100.000	16,300	13,605	100.000*	0.000
2022	4-1666.1A00	12/13/2022 100% POVERTY EXEMPTION GRANTED COPELAND CATHERINE 135 W MANSION ST JACKSON, MI 49203	12	401	38170	26,800	18,179	100.000	0.000	26,800	0	100.000	0.000
2022	5-098200000	12/13/2022 DENY DISABLE VET EXEMPTION-DOES NOT QUALIFY THOMPSON JAMES 1032 S MILWAUKEE ST JACKSON, MI 49203	27	401	38170	28,400	28,400	100.000	100.000	28,400	28,400	100.000	100.000
2022	6-124300000	12/13/2022 100% POVERTY EXEMPTION GRANTED DEBUS JOANNE M 1708 PRINGLE AVE JACKSON, MI 49203	19	401	38170	34,100	25,180	100.000	0.000	34,100	0	100.000	0.000
2022	6-136400000	12/13/2022 DISABLED VETERANS EXEMPTION GRANTED MURINE RICHARD & MARY 765 S PLEASANT ST JACKSON, MI 49203	08	401	38170	37,000	21,224	100.000	0.000	0	0	100.000	0.000
2022	8-164300000	12/13/2022 UNCAPPING REVERSAL-NAME CHANGE ONLY JOSLING JULIA D 851 WHITNEY ST JACKSON, MI 49202	22	401	38170	35,700	35,700	100.000	100.000	35,700	29,606	100.000	0.000
2022	P-261190000	12/13/2022 DOUBLE ASSESSED FAB-ALLOY CO 1 V JACKSON, MI 00000	25	351	38170	22,300	22,300	100.000	0.000	1,900	1,900	100.000	0.000

Year Parcel Number	Petition	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2021 P-276290000 12/13/2022 CLERICAL ERROR-BUSINESS CLOSED 12/31/2019 ALORICA INC MI 01 JACKSON, MI 49201	21	003	38170	82,000	82,000	100.000	0.000	0	0	100.000	0.000
2022 P-293670000 10/13/2022 CLERICAL ERROR-BUSINESS NOT IN CITY CHELSEA ARCHITECTURAL MILLWORK	20	003	38170	1,000	1,000	100.000	0.000	0	0	100.000	0.000
2022 P-296330000 12/13/2022 CLERICAL ERROR-BUSINESS CLOSED PREMIER ELECTRICAL SALES	26	003	38170	2,000	2,000	100.000	0.000	0	0	100.000	0.000
2022 P-298590000 12/13/2022 CLERICAL EROR-OUT OF BUSINESS JACKSON TRIPPERS INC	28	003	38170	500	500	100.000	0.000	0	0	100.000	0.000
								403,500	167,664		

*Winter PRE Change

THE BOARD OF REVIEW OF UNIT '50' JACKSON , JACKSON COUNTY, MICHIGAN HEREBY AFFIRMS THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE

Signatures of Board of Review Members

Member  Member  Member  Member _____ Member _____

Dated **DEC 13 2022**



City of Jackson, Michigan Financial Statements

As of and For the Five Months Ended November 30, 2022

Preliminary/Unaudited

INDEX:	Page
General Fund Expenditure Summary	1-2
All Other Funds - Expenditure Summary	3-4
All Funds - Revenue Summary	5-6
Notes to Revenue & Expenditure Summaries	7

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Five Months Ended November 30, 2022
(Prepared on the Adopted Budget-Basis)
Preliminary/Unaudited

Function Department	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>General Government :</u>						
101-101 City Council	114,696	114,696	7,264	48,513	42.30%	66,183
101-103 Charter Review Committee	2,500	2,500	0	0	0.00%	2,500
101-172 City Manager	474,901	474,901	38,808	183,408	38.62%	291,493
101-191 Finance	587,942	587,942	41,569	191,975	32.65%	395,967
101-215 City Clerk	331,401	331,401	22,877	119,586	36.08%	211,815
101-228 Management Info. Services	448,021	448,021	20,805	196,166	43.79%	251,855
101-233 Purchasing	130,276	130,276	11,706	47,180	36.22%	83,096
101-253 City Treasurer	413,354	413,354	28,605	143,055	34.61%	270,299
101-254 City Income Tax	235,063	235,063	16,158	58,175	24.75%	176,888
101-257 City Assessor	544,375	544,375	30,514	153,158	28.13%	391,217
101-262 City Clerk-Elections	114,367	114,367	24,139	63,221	55.28%	51,146
101-265 City Hall & Grounds	431,258	431,258	41,013	163,685	37.96%	267,573
101-266 City Attorney	731,548	731,548	53,308	268,815	36.75%	462,733
101-270 Personnel	645,907	645,907	20,429	220,941	34.21%	424,966
101-278 Unallocated	879,799	879,799	164,472	345,609	39.28%	534,190
	6,085,408	6,085,408	521,667	2,203,487	36.21%	3,881,921
<u>Judicial:</u>						
101-299 Admin. Hearings Bureau	199,201	199,201	9,372	41,550	20.86%	157,651
	199,201	199,201	9,372	41,550	20.86%	157,651
<u>Public Safety:</u>						
101-301 Police	11,454,098	11,454,098	952,905	4,188,156	36.56%	7,265,942
101-311 OSHP Grant	0	0	1,324	4,256	N/A	(4,256) Note 2
101-320 Consortium Training	15,750	15,750	-	4,524	28.72%	11,226
101-321 In Service Training	3,185	3,185	-	-	0.00%	3,185
101-340 Fire Suppression	5,709,356	5,709,356	571,882	2,445,430	42.83%	3,263,926
101-350 Public Safety - Unallocated	2,107,885	2,107,885	135,168	935,203	44.37%	1,172,682
	19,290,274	19,290,274	1,661,279	7,577,569	39.28%	11,712,705
<u>Public Works :</u>						
101-442 Forestry	658,542	658,542	32,038	251,378	38.17%	407,164
101-444 Sidewalk Construction	55,707	55,707	2,432	32,937	59.13%	22,770
101-445 Drains at Large	78,779	78,779	548	43,007	54.59%	35,772
101-450 Street Lighting	601,899	601,899	21,591	112,241	18.65%	489,658
101-455 Weed Control	103,918	103,918	4,001	46,711	44.95%	57,207
101-465 Grounds Maintenance	467,230	467,230	31,078	116,867	25.01%	350,363
101-567 Cemeteries	358,075	358,075	20,558	140,643	39.28%	217,432
101-571 Tax Property Maintenance	226,695	226,695	21,032	108,946	48.06%	117,749
101-572 Civic Affairs	107,802	107,802	3,690	38,851	36.04%	68,951
	2,658,647	2,658,647	136,968	891,581	33.54%	1,767,066
<u>Community & Economic Development:</u>						
101-701 Planning	234,974	234,974	17,044	81,243	34.58%	153,731
101-728 Economic Development	132,400	132,400	9,288	61,389	46.37%	71,011
	367,374	367,374	26,332	142,632	38.82%	224,742

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Five Months Ended November 30, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Function Department	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Recreation & Culture :</u>						
101-752 Parks, Rec. & Grnds. Admin.	305,867	305,867	15,827	160,151	52.36%	145,716
101-758 Lt. Nixon Memorial Pool	100,476	100,476	2,765	74,749	74.39%	25,727
101-771 Parks & Facilities Maintenance	836,134	836,134	413,275	984,892	117.79%	(148,758) Note 2
101-803 Historical District	12,790	12,790	896	4,328	33.84%	8,462
101-806 Diversity, Equity & Inclusion	306,235	306,235	20,018	94,731	30.93%	211,504
	1,561,502	1,561,502	452,781	1,318,851	84.46%	242,651
<u>Contributions to Other Funds:</u>						
101-965 Contributions to Other Funds	293,429	293,429	0	22,474	7.66%	270,955
Total General Fund Expenditures	30,455,835	30,455,835	2,808,399	12,198,144	40.05%	18,257,691
 <u>Funds Consolidated with the General Fund</u> <u>for Financial Reporting Purposes:</u>						
102 Budget Stabilization	25,000	25,000	0	0	0.00%	25,000

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Five Months Ended November 30, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Permanent Funds :</u>						
151 Cemetery Perpetual Maint.	5,000	5,000	0	0	0.00%	5,000
155 Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%	23,850
160 Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	7,000
<u>Special Revenue Funds :</u>						
202 Major Street	24,731,248	24,731,248	684,155	4,119,958	16.66%	20,611,290
203 Local Street	3,898,044	3,898,044	91,815	564,926	14.49%	3,333,118
208 Ella W. Sharp Park Operating	986,741	986,741	102,147	457,638	46.38%	529,103
218 Affordable Housing	3,250,000	3,250,000	6,475	144,739	4.45%	3,105,261
245 Public Improvement	1,027,676	1,027,676	16,851	170,362	16.58%	857,314
246 Cortland St. Redev. Project	2,520,493	2,520,493	5,715	10,661	0.42%	2,509,832
249 Building Department	597,332	597,332	54,120	204,449	34.23%	392,883
251 Housing Code Enforcement	1,156,790	1,156,790	82,824	362,074	31.30%	794,716
252 Building Demolitions	406,815	406,815	7,410	57,266	14.08%	349,549
265 Drug Law Enforcement	16,702	16,702	1,560	6,662	39.89%	10,040
272 SAFER Grant	524,760	524,760	33,951	150,978	28.77%	373,782
273 Project Safe Neighborhoods	120,969	120,969	10,587	29,507	24.39%	91,462
275 Byrne/JAG Programs	0	49,361	0	27,500	N/A	21,861
279 American Rescue Plan Act	200,000	200,000	4,668	17,318	8.66%	182,682
296 Recreation Activity	206,248	206,248	21,386	167,821	81.37%	38,427
297 Recreation Millage Program	657,274	657,274	62,119	259,574	39.49%	397,700
<u>Debt Service Funds :</u>						
308 2020 Capital Improvement D/S	223,702	223,702	16,851	16,851	7.53%	206,851
352 2017 Mich. Trans. Fund D/S	761,890	761,890	73,445	73,445	9.64%	688,445
367 2021 City Hall Refunding D/S	729,581	729,581	0	18,290	2.51%	711,291
385 2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%	4,457
386 2018 Capital Improvement D/S	1,410,000	1,410,000	292,250	292,250	20.73%	1,117,750
389 2017 BRA TIF Refunding D/S	420,556	420,556	107,778	107,778	25.63%	312,778
391 2021 BRA TIF Refunding D/S	772,512	772,512	32,256	32,256	4.18%	740,256
394 2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%	2,735,750
395 2019 DDA TIF Refunding D/S	209,573	209,573	84,787	84,787	40.46%	124,786
<u>Capital Projects Funds :</u>						
401 Capital Projects	1,955,898	1,955,898	5,183	29,893	1.53%	1,926,005
402 Water Equip. and Replacemt.	9,825,900	9,825,900	232,470	888,647	9.04%	8,937,253
403 Lead Service Line Replacement	1,661,966	1,661,966	12,431	36,990	2.23%	1,624,976
404 Sanitary Sewer Maint.	399,931	399,931	20,618	162,815	40.71%	237,116
405 Sanitary Sewer Replacement	1,902,121	1,902,121	30,390	157,794	8.30%	1,744,327
406 Wastewater Equip. Replacemt.	17,594,940	17,594,940	47,282	472,737	2.69%	17,122,203
407 2022 Sewer Sys. Project Const.	0	0	4,238	66,629	N/A	(66,629) Note 2
488 MLK Corridor Improvemt. Authority	10,000	10,000	8,000	32,465	324.65%	(22,465) Note 2
489 Brownfield Redevelopmt. Auth.	1,450,079	1,450,079	140,930	154,499	10.65%	1,295,580
494 DDA Project	2,947,323	2,947,323	84,787	84,787	2.88%	2,862,536

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Five Months Ended November 30, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
	Original	Amended					
<u>Enterprise Funds :</u>							
514	Auto Parking System	247,011	247,011	780	22,085	8.94%	224,926
518	Parking Assessment	303,267	303,267	27,831	107,589	35.48%	195,678
519	Cooper/Francis Parking Deck	283,775	283,775	19,121	24,808	8.74%	258,967
590	Sewer	18,162,790	18,162,790	540,866	3,031,000	16.69%	15,131,790
591	Water	19,257,736	19,257,736	1,040,987	4,741,331	24.62%	14,516,405
<u>Internal Service Funds :</u>							
641	Public Works Administration	477,472	477,472	35,478	128,129	26.83%	349,343
642	Engineering Administration	328,453	328,453	23,511	99,616	30.33%	228,837
643	Local Site Remed. Revolving	20,000	20,000	0	22,500	112.50%	(2,500) Note 2
661	Motor Pool and Garage	2,881,943	2,881,943	301,289	561,203	19.47%	2,320,740
676	Workers' Compensation	183,900	183,900	15,626	130,654	71.05%	53,246
677	Self-Insured Health Care	5,680,600	5,680,600	373,575	2,288,471	40.29%	3,392,129
<u>Trust & Agency Funds :</u>							
703	County & School Tax Collection	65,000	65,000	0	0	0.00%	65,000
731	Employees' Retirement System	4,220,000	4,220,000	345,943	1,654,452	39.21%	2,565,548
732	Policemen's/Firemen's Pension	548,000	548,000	47,302	221,039	40.34%	326,961
734	Police./Fire. Pension-345	7,640,000	7,640,000	477,580	1,918,139	25.11%	5,721,861
736	Public Employee Health Care	10,000	10,000	0	2,077	20.77%	7,923
<u>Special Assessment Funds :</u>							
852	2020 Special Assessment D/S	161,335	161,335	0	152,200	94.34%	9,135
895	Special Assessment	2,055,241	2,055,241	280,002	432,202	21.03%	1,623,039

City of Jackson
All Funds - Revenue Summary
As of and For the Five Months Ended November 30, 2022
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<u>General Fund :</u>						
Property Taxes	10,423,356	10,423,356	803,187	8,738,946	83.84%	
Income Taxes	10,500,000	10,500,000	1,711,701	4,373,418	41.65%	
State Revenue Sharing	5,028,914	5,028,914	951,969	982,042	19.53%	
Licenses & Permits	367,025	367,025	9,542	28,447	7.75%	
Federal Grants	1,346,427	1,346,427	188,647	189,584	14.08%	
State Grants	3,185	3,185	2,628	2,628	82.51%	
Charges For Goods & Services	1,294,072	1,294,072	15,585	136,245	10.53%	
Fines & Forfeits	377,094	377,094	83,022	171,258	45.42%	
Investment Income	115,000	115,000	5,964	22,862	19.88%	
Contributions From Other Funds	120,000	120,000	3,741	5,829	4.86%	
Contributions From Local Units	12,500	12,500	50	10,900	87.20%	
Miscellaneous	225,323	225,323	45,652	149,506	66.35%	
Total General Fund Revenues	29,812,896	29,812,896	3,821,688	14,811,665	49.68%	
<u>Funds Consolidated with the General Fund</u>						
<u>for Financial Reporting Purposes:</u>						
102	Budget Stabilization	25,000	25,000	0	556	2.22%
<u>Permanent Funds :</u>						
151	Cemetery Perpetual Maint.	37,000	37,000	2,672	9,881	26.71%
155	Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%
<u>Special Revenue Funds :</u>						
2.02	Major Street	24,253,509	24,253,509	1,765,505	2,436,728	10.05%
203	Local Street	2,889,376	2,889,376	95,727	289,029	10.00%
208	Ella W. Sharp Park Operating	921,600	921,600	24,837	306,977	33.31%
218	Affordable Housing	3,250,000	3,250,000	0	0	0.00%
245	Public Improvement	1,269,500	1,269,500	94,276	1,050,991	82.79%
246	Cortland St. Redev. Project	2,500,000	2,500,000	0	(473)	-0.02%
249	Building Department	497,500	497,500	33,395	201,640	40.53%
251	Housing Code Enforcement	1,157,500	1,157,500	236,338	835,071	72.14%
252	Building Demolitions	407,465	407,465	8,400	22,817	5.60%
265	Drug Law Enforcement	15,610	15,610	0	33	0.21%
272	SAFER Grant	524,760	524,760	50,741	82,819	15.78%
273	Project Safe Neighborhood	120,969	120,969	8,717	21,293	17.60%
275	Byrne/JAG Programs	0	49,361	10,968	27,500	55.71%
279	American Rescue Plan Act	200,000	200,000	0	15,722,413	7861.21%
296	Recreation Activity	208,000	208,000	18,609	86,496	41.58%
297	Recreation Millage Program	676,000	676,000	0	347	0.05%
<u>Debt Service Funds :</u>						
308	2020 Capital Improvement D/S	223,702	223,702	0	0	0.00%
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	0	0.00%
367	2021 City Hall Refunding D/S	668,000	668,000	58,205	596,302	89.27%
385	2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%
386	2018 Capital Improvement D/S	1,410,000	1,410,000	292,250	292,250	20.73%

Note 2

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the Five Months Ended November 30, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<u>Debt Service Funds (Continued) :</u>						
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	0	0.00%
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	0	0.00%
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	0	0.00%
<u>Capital Projects Funds :</u>						
401	Capital Projects	1,956,398	1,956,398	0	58	0.00%
402	Water Equip. and Replacemt.	7,808,191	7,808,191	409,690	1,613,222	20.66%
403	Lead Service Line Replacement	2,637,759	2,637,759	87,514	350,688	13.29%
404	Sanitary Sewer Maintenance	399,931	399,931	25,309	142,197	35.56%
405	Sanitary Sewer Replacement	672,950	672,950	55,480	224,407	33.35%
406	Wastewater Equip. Replacemt.	16,095,054	16,095,054	249,245	631,576	3.92%
407	2022 Sewer Sys. Project Const.	0	0	539,395	539,395	N/A
488	MLK Corridor Improvemt. Authority	10,000	10,000	0	0	0.00%
489	Brownfield Redevelopmt. Auth.	1,559,350	1,559,350	0	1,310	0.08%
494	DDA Project	3,405,000	3,405,000	162,999	167,107	4.91%
<u>Enterprise Funds :</u>						
514	Auto Parking System	93,743	93,743	241	997	1.06%
518	Parking Assessment	221,288	221,288	6,142	40,142	18.14%
519	Cooper/Francis Parking Deck	11,050	11,050	60	2,784	25.19%
590	Sewer	6,949,219	6,949,219	1,061,999	2,541,109	36.57%
591	Water	15,234,895	15,234,895	1,376,736	5,627,979	36.94%
<u>Internal Service Funds :</u>						
641	Public Works Administration	399,794	399,794	27,067	113,065	28.28%
642	Engineering Administration	265,891	265,891	22,931	89,225	33.56%
643	Local Site Remed. Revolving	67,950	67,950	0	193	0.28%
661	Motor Pool and Garage	2,823,832	2,823,832	58,008	396,362	14.04%
676	Workers' Compensation	185,000	185,000	9,570	46,833	25.32%
677	Self-Insured Health Care	5,940,600	5,940,600	381,359	1,637,571	27.57%
<u>Trust & Agency Funds :</u>						
703	County & School Tax Collection	65,000	65,000	0	325	0.50%
731	Employees' Retirement System	6,040,000	6,040,000	2,041,199	2,076,661	34.38%
732	Policemen's/Firemen's Pension	561,185	561,185	195,935	384,246	68.47%
734	Police./Fire. Pension-345	9,629,911	9,629,911	3,308,082	5,246,971	54.49%
736	Public Employees Health Care	230,000	230,000	0	(226,335)	-98.41%
<u>Special Assessment Funds :</u>						
852	2020 Special Assessment D/S	161,335	161,335	0	152,200	94.34%
895	Special Assessment	2,055,241	2,055,241	32	338	0.02%

Note 2

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the Five Months Ended November 30, 2022
(Prepared on the Adopted Budget-Basis)

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

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

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2022

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2022.

Attached is a memo from Shane LaPorte, the Director of Community Development, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2022. Monthly expenses includes Personnel Salaries & Expenses, Administration Cost, Demolition Expenses, and Homeless Prevention Administration Expense.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2022. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: January 10, 2022

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2022

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending November 30, 2022.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- Demolition Expense
 - ❖ 131 E. Prospect
- CDBG-CV Homeless Prevention
 - ❖ City Admin Expense

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2022.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Five Months Ended November 30, 2022

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 Administration & Planning							
FY 2021/2022	145,000	109,937	7,332	35,063	145,000	-	100.0%
FY 2022 / 2023	120,000	-	10,937	12,386	12,386	107,614	10.3%
<u>Code Enforcement</u>							
2 City Attorney Office							
FY 2021/2022	20,000	20,000	-	-	20,000	-	100.0%
FY 2022 / 2023	25,000	-	-	5,829	5,829	19,171	23.3%
<u>Rehabilitation Projects</u>							
3 Rehabilitation Administration							
FY 2021/2022	135,000	108,932	-	26,068	135,000	-	100.0%
FY 2022 / 2023	120,000	-	23,432	64,957	64,957	55,043	54.1%
4 City Emergency Hazard Repair Program							
FY 2020/2021	497,059	479,248	-	17,476	496,724	335	99.9%
FY 2022 / 2023	250,000	-	-	-	-	250,000	0.0%
<u>Street Projects</u>							
5 Special Assessments							
FY 2019/2020	25,000	4,365	-	1,715	6,080	18,920	24.3%
6 Cooley: Morrell to Biddle							
FY 2021/2022	175,176	170,936	-	-	170,936	4,240	97.6%
7 Biddle: Mechanic to MLK Jr Dr							
FY 2021/2022	134,702	130,463	-	-	130,463	4,239	96.9%
8 Perrine-Burr							
FY 2021/2022	56,500	42,692	-	2,596	45,289	11,211	80.2%
FY 2022/2023	463,000	-	-	-	-	463,000	0.0%

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Five Months Ended November 30, 2022

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Recreation -Other Projects</u>							
9 Loomis Park Court Improvements	312,849	304,867	-	-	304,867	7,982	97.4%
10 Boo Center Improvements							
FY 2020/2021	305,000	245,982	-	-	245,982	59,018	80.6%
FY 2021/2022	1,005,980	75,180	-	-	75,180	930,800	7.5%
FY 2022/2023	241,133	-	-	-	-	241,133	0.0%
<u>Demolition</u>							
11 Demolition							
FY 2020/2021	300,000	241,639	28,600	28,740	270,379	29,621	90.1%
FY 2021/2022	75,000	-	-	-	-	75,000	0.0%
FY 2022 / 2023	150,000	-	-	-	-	150,000	0.0%

**City of Jackson
HOME
Monthly Financial Summary
For the Five Months Ended November 30, 2022**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
1 Rehabilitation Assistance Program							
FY 2019/2020	55,068	54,384	-	-	54,384	684	98.8%
2 HOME Administration			-				
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	31,703	-	-	31,703	1,297	96.1%
FY 2021/2022	16,000	16,000	-	-	16,000	-	100.0%
FY 2022/2023	30,000	-	-	-	-	30,000	0.0%
3 CHDO Reservation							
FY 2019/2020	503,052	358,955	-	83,371	442,326	60,726	87.9%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
FY 2021/2022	118,329	-	-	-	-	118,329	0.0%
FY 2022/2023	129,404	-	-	-	-	129,404	0.0%
4 CHDO Operating Expenses							
FY 2019/2020	18,000	3,958	-	11,518	15,476	2,524	86.0%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%
FY 2022/2023	17,226	-	-	-	-	17,226	0.0%
5 Partnership Park - Homeowner Rehabilitation (CAA)							
FY 2021/2022	200,000	-	-	-	-	200,000	0.0%
FY 2022/2023	200,000	-	-	-	-	200,000	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Five Months Ended November 30, 2022

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 CDBG-CV Admin City FY 2020/2021	60,000	12,383	81	1,636	14,020	45,980	23.4%
2 CDBG-CV Admin CAA FY 2020/2021	33,270	33,270	-	-	33,270	-	100.0%
<u>Homeless Prevention - Public Services</u>							
3 Eviction Prevention FY 2020/2021	120,000	120,000	-	-	120,000	-	100.0%
4 Foreclosure Prevention FY 2020/2021	41,112	41,112	-	-	41,112	-	100.0%
5 Water Shut-off Protection FY 2020/2021	35,313	35,313	-	-	35,313	-	100.0%
<u>Parks & Recreation</u>							
6 Boos Center - HVAC	319,425	97,207	-	75,055	172,262	147,163	53.9%
7 Boos Center - Trail	336,325	-	-	-	-	336,325	0.0%



CITY COUNCIL MEETING MINUTES
December 13, 2022

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 Second Ward Councilmember Freddie Dancy.

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 Murray, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

Presentations were made by Jackson Continuum of Care and Residents in Action.

PUBLIC HEARINGS:

Public Hearing and Resolution for the continuation of Downtown Social District

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to open the public hearing. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Comments were received during the public hearing.

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to close the public hearing. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Resolution approving the continuation of the Downtown Social District

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the resolution approving the continuation of the Downtown Social District. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES: none.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of November 29, 2022

Approve the minutes of the regular City Council Meeting of November 29, 2022.

B. Reappointment to the Board of Review

Approve the Mayor’s recommendation to reappoint Thomas Schindler to the Board of Review to serve a three-year term, beginning February 1, 2023 and ending on January 31, 2026.

- C. Reappointment to the Affordable Housing Development Board**
Approve the Mayor's recommendation to reappoint Katima Dickenson to the Affordable Housing Development Board for a five-year term, beginning January 1, 2023 and ending on December 31, 2027.
- D. Reappointment to the Building Code Board of Examiners and Appeals**
Approve the Mayor's recommendation to reappoint Jason Covalle (Architect) to the Building Code Board of Examiners and Appeals for a three-year term, beginning on January 1, 2023 and ending on December 31, 2025.
- E. Reappointment to the Police Oversight Commission**
Approve the Mayor's recommendation to reappoint Thaddaus Williams to a three-year term on the Police Oversight Commission, beginning on January 1, 2023 and ending on December 31, 2025.
- F. Reappointment to the Ella Sharp Park Board of Trustees**
Approve the Mayor's recommendation to reappoint Michelle Woods to the Ella Sharp Park Board of Trustees for her second term of three years, beginning on February 1, 2023 and ending on January 31, 2026.
- G. Reappointment to the Ella Sharp Park Board of Trustees**
Approve the Mayor's recommendation to reappoint Cathy Moore to the Ella Sharp Park Board of Trustees for her second term of three years, beginning on February 1, 2023 and ending on January 31, 2026.
- H. Reappointment to the City Planning Commission**
Approve the Mayor's recommendation to reappoint James Johnson to the City Planning Commission for a term of three years, beginning January 1, 2023 and ending on December 31, 2025.
- I. Ex-Officio Appointment to Racial Equity Commission**
Approve the Mayor's recommendation to appoint David Hammontree to the Racial Equity Commission as an ex-officio member, for a term of three years, beginning January 1, 2023 and ending on December 31, 2025.
- J. Reappointment to the Racial Equity Commission**
Approve the Racial Equity Commission's recommendation to reappoint Jacqueline Barber for a three-year term, beginning January 1, 2023 and ending on December 31, 2025.

K. Reappointments to the Human Relations Commission

Approve the Human Relations Commission’s recommendation to reappoint James Johnson, Jr., Miriam Brown Dorsey and Robert VanSumeren to the Human Relations Commission, each for a three-year term beginning January 1, 2023 and ending on December 31, 2025.

L. Reappointment to the Martin Luther King Jr. Corridor Improvement Authority

Approve the MLKCIA’s recommendation to reappoint Diane Washington to the Authority for a four-year term, beginning January 1, 2023 and ending on December 31, 2026.

M. Reappointment to the Zoning Board of Appeals

Approve the Mayor’s recommendation to reappoint Robert VanSumeren and Shawn Christie to the Zoning Board of Appeals, each for a three-year term, beginning January 1, 2023 and ending on December 31, 2025.

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

OTHER BUSINESS: none.

NEW BUSINESS:

A. Contract Renewal for Traffic Signal Work

Recommendation: *Approval of Contract Renewal with J. Ranck Electric, Inc. for Traffic Signal Work*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the contract renewal with J. Ranck Electric, Inc. for traffic signal work. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Local Government Unit Approval for Social District Permits

Recommendation: *Consideration of a resolution approving the Social District Permit Application for the following businesses located in the Downtown Social District in the event that the continuation of the Social District is approved:*

1. *Urban Restaurants LLC dba Veritas*
2. *Veritas Vineyard LLC dba Grand River Brewery*
3. *The Crazy Cowboy, LLC*

4. *Dirty Bird Investments, LLC*
5. *Islas Nite Lite*
6. *MCGA LLC dba Junkyard Dog*
7. *Axe Play, LLC*
8. *DL Watts Enterprises, LLC*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve the local government unit approval for social district permits. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Approval of the Deficit Elimination Plan Resolution as of June 30, 2022 for the Special Assessment Capital Projects Fund

Recommendation: *Approval of the Deficit Elimination Plan Resolution for the Special Assessment Capital Project Fund Deficit as of June 30, 2022.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the Deficit Elimination Plan Resolution for the Special Assessment Capital Projects Funds. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

D. Approval of the Corrective Action Plan as of June 30, 2022 for "Actual Expenditures Exceeding the Amounts Authorized in the Budget"

Recommendation; *Approval of the Corrective Action Plan as of June 30, 2022 for "Actual Expenditures Exceeding the Amounts Authorized in the Budget".*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the Corrective Action Plan as of June 30, 2022 for Actual Expenditures Exceeding the Amounts Authorized in the Budget. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. Housing Instability/Homelessness

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to informally solicit bids from organizations that work with the homeless and hold a special meeting on December 20 at 6:30 p.m. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, and Forgrave (4). Nays: Councilmember Dancy, Schlecte, and Bunnell (3). Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to allocate no more than \$10,000 for temporary hotel stays over the next 10 days with the money to be administered by someone Jonathan Greene determines. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to provide up to \$3,000 to purchase coats that turn into sleeping bags to be administered by City Staff. 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, Councilmembers Dancy, Schlecte, Bunnell, and Forgrave offered comments. Councilmember Gunn declined to offer comments.

MANAGER’S COMMENTS:

City Manager Jonathan Greene did not offer 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 10:38 p.m.



SPECIAL CITY COUNCIL MEETING MINUTES

December 20, 2022

CALL TO ORDER:

The Jackson City Council met in special 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 Third Ward Councilmember Angelita Gunn.

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 Clerk Andrea Muray, City Attorney Matthew Hagerty, Chief Equity Officer John Willis, and Assistant City Manager Shane LaPorte.

ADOPTION OF AGENDA:

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

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

NEW BUSINESS:

A. Proposals from local organizations on how the City can combat homelessness in Jackson

An update was given on the allocation of funds towards the transition housing plan.

Cory Mays provided an update on the Hotel Emergency Housing Program.

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the purchase of 10 - Shelter 64 temporary shelters from Pallet PBC in the amount of \$150,400 using funds previously allocated for transitional housing and to direct the City Manager, City Attorney, and other pertinent City Staff to pursue the lease of TA Wilson School from Jackson Public Schools. Vote – Yeas: Mayor Mahoney, Councilmembers Dancy, Bunnell, and Forgrave (4). Nays: Vice Mayor Robinson, Councilmembers Gunn and Schlecte (3). Motion carried.

Motion was made by Councilmember Schlecte, seconded for discussion by Councilmember Dancy to have staff coordinate a couple of dates available for Council and members of agencies that work with the homeless to preview the property of TA Wilson and ask for proposals for an overall plan or have a strategic plan to develop a master plan to address homelessness.

Councilmember Gunn asked to separate the question.

Vote was taken on the motion to direct staff to coordinate Council and agencies that work with the homeless to preview TA Wilson. . Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

Vote was taken on the asking for the creation of a master plan to address homelessness with a long term solution utilizing what the City is providing or entertain proposals from agencies that work with the homeless. Vote – Yeas: Vice Mayor Robinson, Councilmembers Schlecte and Bunnell (3). Nays: Mayor Mahoney, Councilmembers Dancy, Gunn, and Forgrave (4). Motion failed.

Motion was made by Mayor Mahoney, seconded by Councilmember Bunnell to have staff provide a recommendation on whether an ordinance or resolution will be the best route to go in regards to making sure that Council is not violating any ordinances.

Mayor Mahoney amended his motion to direct staff to provide a clear path on how to execute the currently approved idea - erect Pallets at the TA Wilson School and implement use of the annex building - as quickly as possible and provide it to Council at the (next) January meeting. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to request a RFP for services for the use of the TA Wilson building and property. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Community Action Agency/Jackson Housing Commission provided an overview on the RFP they submitted for consideration.

Residents in Action provided an overview on the RFP they submitted for consideration.

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to allocate \$150,000 to Community Action Agency and the Jackson Housing Commission to provide at least 25 households hotel rooms for up to 100 days beginning December 21 and allocate \$25,000 to Residents in Action to provide clothing and warming supplies, basic needs, household supplies, COVID needs and transportation for a total allocation of \$175,000 to be taken out of ARPA funds previously allocated for transitional housing so long as these organizations accept under the specific conditions. Vote – Yeas: Councilmembers Gunn, Schlecte, and Forgrave (3). Nays: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy and Bunnell (4). Nays: none. Motion failed.

Motion was made by Mayor Mahoney, seconded by Councilmember Bunnell to accept the proposal submitted by Residents in Action with the contingency that they allow the City of Jackson be fiduciary of the funds and that the City would help negotiate room rates. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

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

MANAGER’S COMMENTS:

Assistant City Manager Shane LaPorte offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Schlecte, seconded by Councilmember Dancy. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 9:14 p.m.

Danielle Dobies
718 S. West Ave
Jackson, MI 49203

December 18, 2022

Dear Mayor Daniel Mahoney and City Council Members,

I am writing with my decision to vacate my position as member and Chairperson of the Ella Sharp Park Board of Trustees and the City of Jackson Parks and Recreation Commission. My final meeting took place on November 16, 2022.

In 2015, as a newcomer to the city of Jackson, I joined the board and commission as a way to get to know and serve the community. I am extremely proud of the work that we've done over those seven years and know that it will have a lasting impact.

Thank you for the opportunity to serve with such a dedicated and passionate group of individuals.

Best regards,

A handwritten signature in black ink, appearing to read 'Danielle Dobies', with a large, stylized flourish at the end.

Danielle Dobies

MEMO TO: The Honorable Mayor and City Councilmembers

FROM: Anthony Parker, Martin Luther King Corridor Improvement Authority Chair

DATE: January 10, 2023

SUBJECT: Recommendations of Re-Appointments to the Martin Luther King Corridor Improvement Authority

In accordance with City Code, Chapter 2, the Board of Directors shall consist of the Chief Executive Officer (Mayor) of the City or his assignee and nine additional members. Members shall be appointed by the Mayor and approved by the City Council.

At its October 27, 2022, meeting the MLK CIA voted to confirm the recommendation for the re-appointment of the following candidate to the MLK CIA:

Reappointment for a four-year term, beginning immediately, and ending December 31, 2026.

James Johnson Jr.
8900 Clarklake Rd.
Clarklake, MI 49234

Each of the aforementioned commissioners has served faithfully and has been a valuable asset to the City of Jackson Martin Luther King Corridor Improvement Authority.

JJ:lar

Attachments

cc: MLK CIA Members
John Willis, Staff

Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, November 22, 2022 9:51 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	James
Last Name	Johnson
Address	8900 clarklake rd.
City	Clarklake
State	Michigan
Zip	49234
Phone Number	5172621333
Email	Jjohnsonjr@ibew252.org
Last four digits of Social Security Number	
Occupation	Business agent
Describe your community involvement.	I sit on 5 different commissions. Also I am the vice-chair of the United Way board.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Clarklake

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

Field not completed.

Which board or commission are you interested in? You may choose more than one.

Construction Board of Appeals, Human Relations Commission, Jackson Housing Commission, MLK Corridor Improvement Authority, Planning Commission

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

Yes

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

I want to serve to give back to the community.

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 James Johnson Jr

Date of Submission 11/22/22

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

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

MEMOTO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor 

DATE: January 10, 2023

SUBJECT: Corrective Resolution for Special Assessment Roll No. 3440

Recommendation: Approve Corrective Resolution for Special Assessment Roll No. 3440 for Repaving of Greenwood Avenue from Morrell Street to Fourth Street, confirmed March 08, 2022.

Attached please find a corrective resolution for Special Assessment Roll No. 3440 for Repaving of Greenwood Avenue from Morrell Street to Fourth Street, confirmed March 08, 2022.

The Assessor's Office facilitated a combination of parcels 4-117000000, 4-117100000 and 4-117200000 in 2022; these parcels have special assessments attached to them. A correction to the special assessment roll needs to occur to allow installments to continue to be billed and paid. The attached resolution retires the old parcel numbers and enters a new parcel number to continue the installments of the special assessment beginning with the 2023 installment year.

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

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jason Yoakam, City Assessor *JY*
DATE: January 10, 2023
RECOMMENDATION: Recommend Adoption of Corrective Resolution for Special Assessment Roll No. 3440

SUMMARY

Starting in the 2023 year, parcels 4-117000000, 4-117100000, 4-117200000 are combined into parcel 4-1170.0100. The property owner has requested that the remaining balances on special assessment roll 3440 (Repaving Greenwood from Morrell to Fourth) for parcels 4-117000000, 4-117100000 and 4-117200000 be transferred to newly-created parcel number 4-1170.0100. This request to amend the special assessment roll will place the remaining special assessment balances on parcel 4-1170.0100.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

Special assessment roll 3440 was confirmed 03/08/2022, with the first installment being placed on the 2022 summer tax bill. This is a 10-year roll at 1.65% interest. The total amount of the original special assessment for all three parcels was \$18,217.26. Parcels 4-117000000, 4-117100000 and 4-117200000 would be retired with \$1,821.73 having been paid in full for the 2022 installment. The remaining \$16,395.53 would be levied against the new parcel number 4-1170.0100 beginning with installment year 2023 and be spread over the remaining nine years.

DISCUSSION OF THE ISSUE

POSITIONS

Recommend adoption of corrective resolution.

ATTACHMENTS: Map of Parcel; Payment Histories, Letter from Taxpayer

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for repaving Greenwood from Morrell Street to Fourth Street, which assessments were by him placed on Special Assessment Roll No. 3440 and were reported to the City Council at its regular meeting held on the 8th of March, 2022; and

WHEREAS, on March 8, 2022, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, in 2022, the properties at 908, 912 and 916 Greenwood Avenue were combined and a new parcel number was created for the 2023 tax year for said properties; and

WHEREAS, the original parcel numbers were inactivated and are no longer in use; and

WHEREAS, the special assessments remain on the original parcel numbers and installments cannot be billed because of their inactive status; and,

WHEREAS, this requires that the original parcel numbers and special assessments for 908 Greenwood Avenue, parcel 4-117000000; 912 Greenwood Avenue, parcel 4-117100000; and 916 Greenwood Avenue, parcel 4-117200000, on roll 3440 be retired after the first (2022) installment of \$1,821.73 and a new parcel number, 4-1170.0100 be entered for the remaining nine (9) installments (2023 through 2031) for \$16,395.53; and,

NOW, THEREFORE, BE IT RESOLVED, that parcel numbers 4-117000000, 4-117100000 and 4-117200000 are hereby retired and parcel number 4-1170.0100 is entered commencing with the 2023 installment for Special Assessment Roll No. 3440 for property commonly known as 908 Greenwood Avenue.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 10th day of January, 2023.

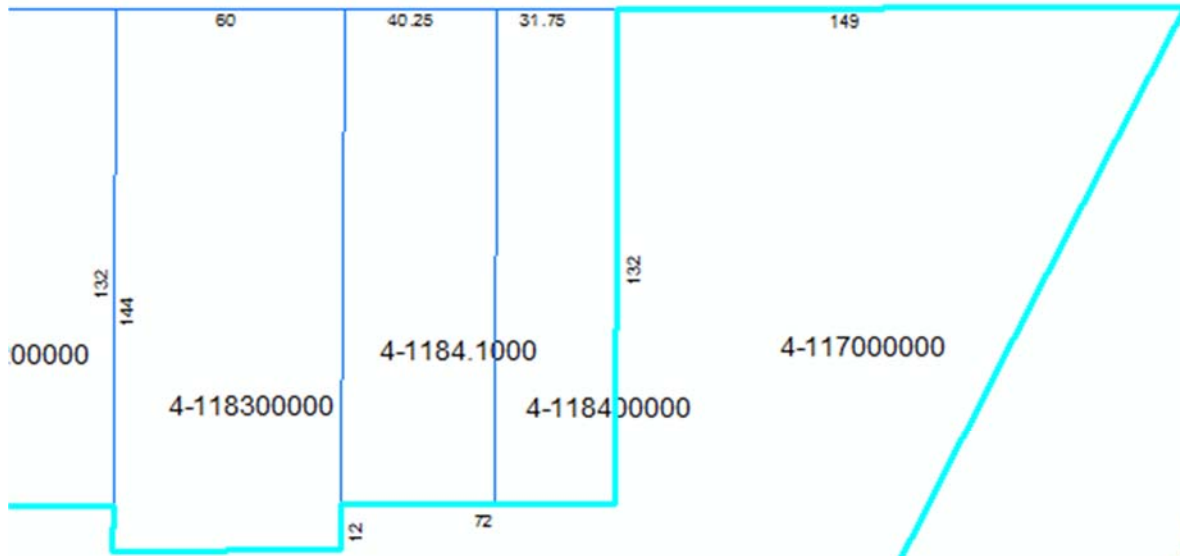
IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 11th day of January, 2023.

Andrea Muray, City Clerk

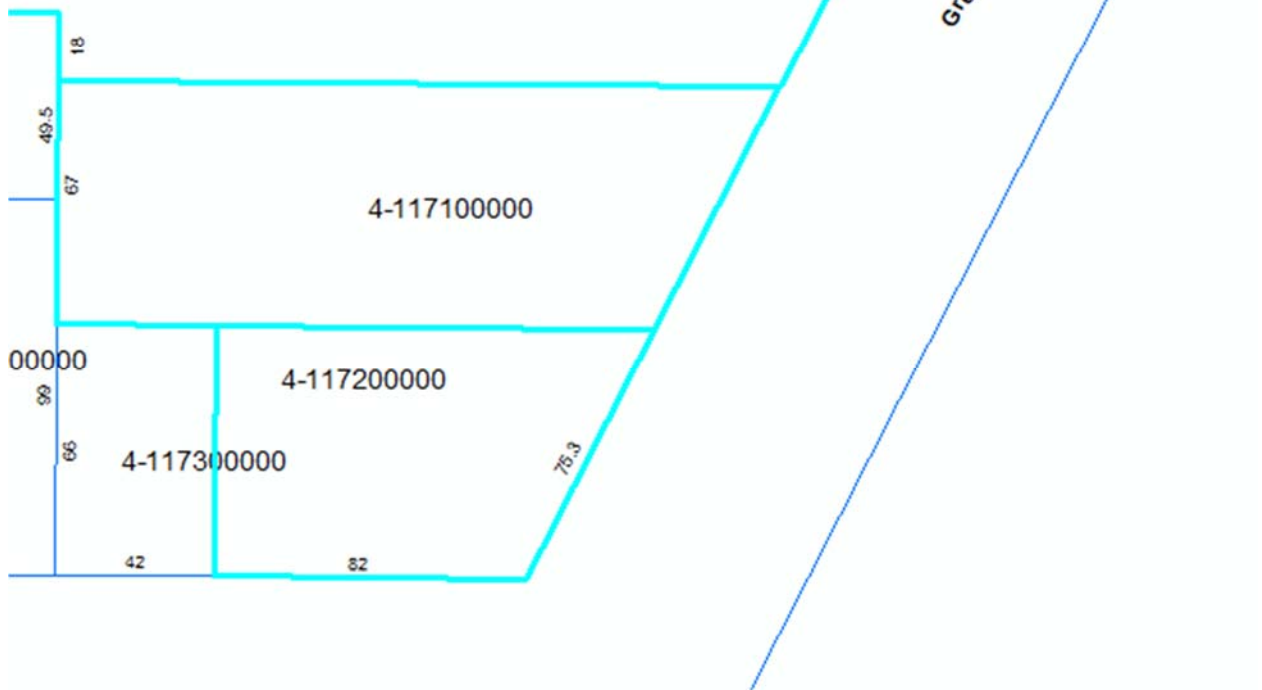
OLD PARCELS

S Blocks

W Morrell St



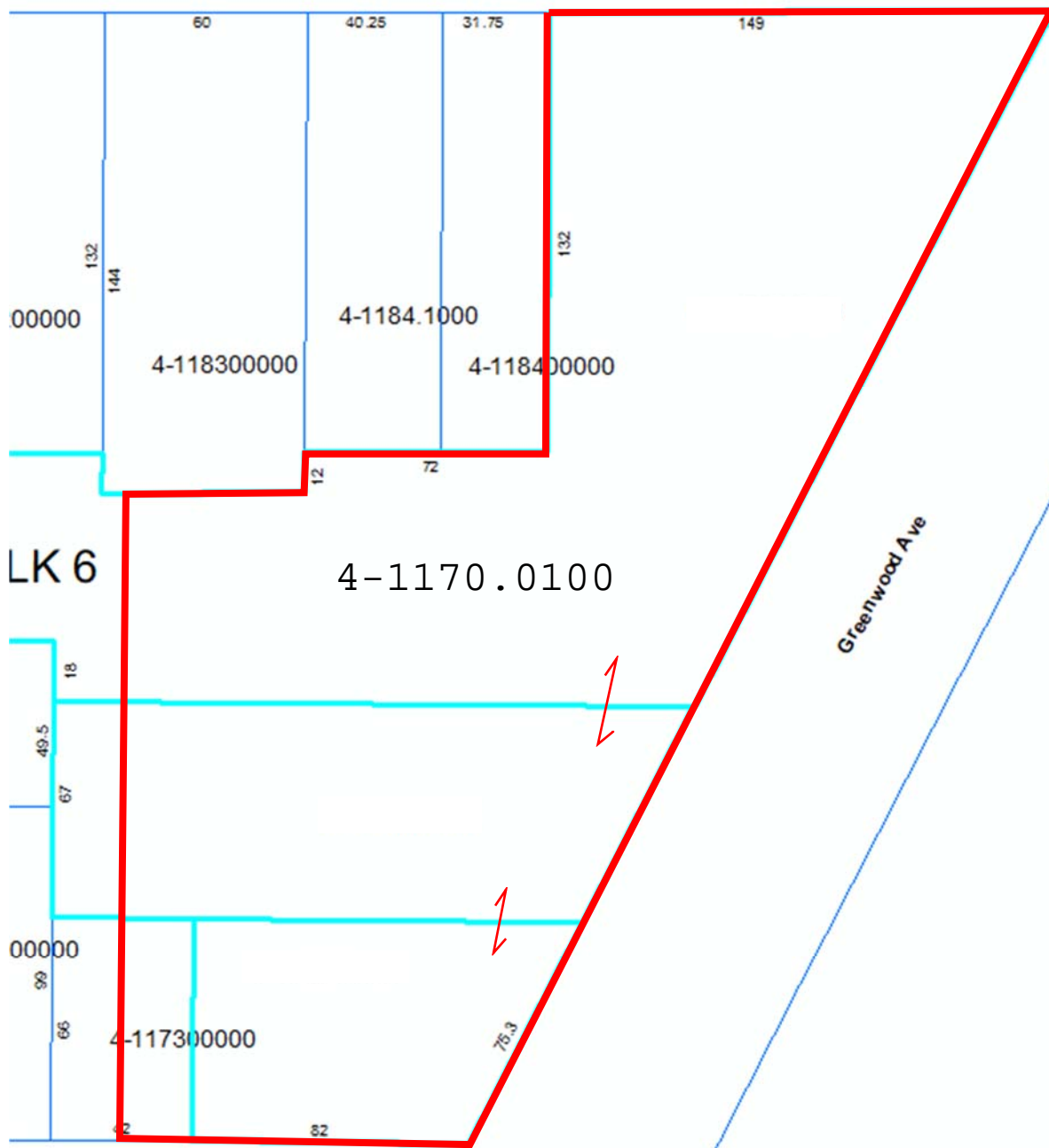
LK 6



S Blocks

NEW PARCEL

W Morrell St



LK 6

Greenwood Ave

00000

00000

4-118300000

4-1184.1000

4-118400000

4-1170.0100

4-117300000

3440 (RPV GRNWD, FOURTH/MORRELL), Parcel: 4-117000000
Owner: BROWN FLORAL CO INC, 908 GREENWOOD AVE
Principal Left: 12027.48

Period	Post Date	Principal Penalty	Admin Fee Addtl Penlty	Interest Cert Fee	Total	Receipt # Comments	Check #	Batch #
2022	06/09/2022	1,336.39 0.00	0.00 0.00	0.00 0.00	1,336.39	00022610 TRANSFER INSTALLMENT TO TAX		0002022TAX
TOTALS		1,336.39 0.00	0.00 0.00	0.00 0.00	1,336.39			

3440 (RPV GRNWD, FOURTH/MORRELL), Parcel: 4-117100000
Owner: BROWN FLORAL CO INC, 908 GREENWOOD AVE
Principal Left: 4098.05

Period	Post Date	Principal Penalty	Admin Fee Addtl Penlty	Interest Cert Fee	Total	Receipt # Comments	Check #	Batch #
2022	06/09/2022	455.34 0.00	0.00 0.00	0.00 0.00	455.34	00022611 TRANSFER INSTALLMENT TO TAX		0002022TAX
TOTALS		455.34 0.00	0.00 0.00	0.00 0.00	455.34			

3440 (RPV GRNWD, FOURTH/MORRELL), Parcel: 4-117200000
Owner: BROWN FLORAL CO INC, 908 GREENWOOD AVE
Principal Left: 270.00

Period	Post Date	Principal Penalty	Admin Fee Addtl Penlty	Interest Cert Fee	Total	Receipt # Comments	Check #	Batch #
2022	06/09/2022	30.00 0.00	0.00 0.00	0.00 0.00	30.00	00022612 TRANSFER INSTALLMENT TO TAX		0002022TAX
TOTALS		30.00 0.00	0.00 0.00	0.00 0.00	30.00			


To the City Council of Jackson,

I would like to request that City Council approve a corrective resolution for special assessment roll number 3440, transferring the outstanding amounts for parcels 4-117000000 (908 Greenwood Avenue), 4-117100000 (912 Greenwood Avenue), and 4-117200000 (916 Greenwood Avenue) to the newly-Created parcel 4-1170.0100 after the parcels are combined this year. The properties will be all combined together and we can have the special assessment transferred to the new parcel 4-1170.0100.

Thank you for your consideration

Christine Grostefon (owner) Brown Floral Co Inc

Oldest Business in the City of Jackson, est. 1865

A handwritten signature in cursive script that reads "Christine A. Grostefon". The signature is written in black ink and is positioned below the typed name and address information.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Traffic Control Order 2387**
Biddle Street, Blackstone Street to Greenwood Avenue

Recommendation:

Approval of Traffic Control Order 2387 to remove parking restrictions on Biddle Street from Blackstone Street to Greenwood Avenue, and rescind Traffic Control Order 491.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order on Biddle Street from Blackstone Street to Greenwood Avenue.

I recommend approval of Traffic Control Order 2387. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 10, 2023

RECOMMENDATION: Approval of Traffic Control Order 2387 to remove parking restrictions on Biddle Street from Blackstone Street to Greenwood Avenue, and rescind Traffic Control Order 491.

SUMMARY

A Traffic Control Order (TCO) is needed to remove parking restrictions on Biddle Street from Blackstone Street to Greenwood Avenue.

BUDGETARY CONSIDERATIONS

Item	Each	Total
2 - hours labor/equipment	\$122.34	\$244.68
Total		\$244.68

This is the estimated cost for this work, which will be paid from Major Streets Traffic funds.

HISTORY, BACKGROUND and DISCUSSION

TCO 491 had been created in 1962 restricting parking on the south side of Biddle Street from Blackstone Street to Greenwood Avenue. When this TCO was established, there was a grocery store on the corner of Biddle and Greenwood that no longer exists. On November 15, 2022, City Council approved TCO 2386 removing parking restrictions on Biddle from Blackstone to First. The proposed TCO 2387 will continue the removal of parking restrictions on the south side of Biddle through the next block to Greenwood.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

Remove “No Parking Any Time” signs on Biddle Street from Blackstone Street to Greenwood Avenue, and rescind TCO 491.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2387 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order 2387

LOCATION: Biddle Street, Blackstone Street to Greenwood Avenue

DATE: January 10, 2023

ASSIGNED TO: Sign Shop

TCO DESCRIPTION

In 1962, TCO 491 had been created restricting parking on the south side of Biddle Street from Blackstone Street to Greenwood Avenue. When this TCO was established, there was a grocery store on the corner of Biddle and Greenwood that no longer exists. On November 15, 2022, City Council approved TCO 2386 removing parking restrictions on Biddle from Blackstone to First. TCO 2387 will continue the removal of parking restrictions on the south side of Biddle through the next block to Greenwood.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Engineering recommends removal of parking restrictions on Biddle Street from Blackstone Street to Greenwood Avenue. This will rescind TCO 491.

APPROVED

REJECTED

DATE: January 10, 2023

BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop

DATE: January 10, 2023

TO:

Remove "No Parking" signs on the south side of Biddle Street from Blackstone Street to Greenwood Avenue.

BY JON H. DOWLING, P.E.

MATERIAL USED

Posts

Stop

Time Limit

No Parking

Loading Zone

One Way

Yield

Paint

Other_____

ASSIGNMENT COMPLETED

DATE:

BY: Sign Shop

WORK INSPECTED

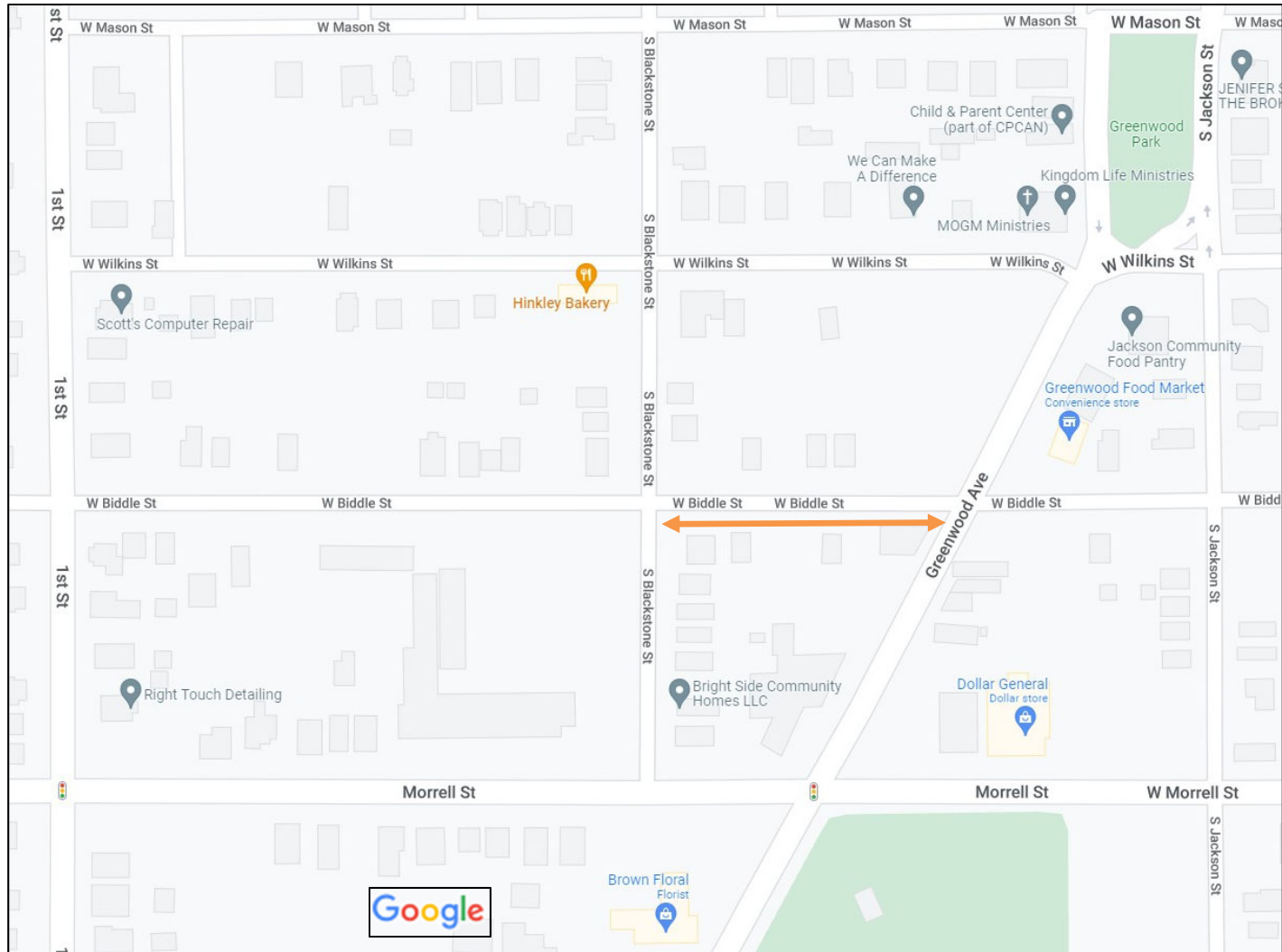
REMARKS:

DATE:

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

Copies: 1. TCO E-File 2. Work Order Copy 3. Police Dept. 4. Fire Dept 5. City Clerk

Traffic Control Order 2387



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Engineer's Report for Pavement Replacement
North Street – Wisner Street to West Avenue**

RECOMMENDATION:

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

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

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 10, 2023

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

SUMMARY

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

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

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

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

HISTORY, BACKGROUND and DISCUSSION

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

DISCUSSION OF THE ISSUE

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

POSITIONS

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



Photo 1: North St looking east toward West Ave



Photo 2: North St looking west toward Center St



Photo 3: North St looking east from Hibbard St



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



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



Photo 6: North St looking east from bank drive



Photo 7: North St looking west from bank drive



Photo 8: North St and Wisner St intersection looking northeast



Photo 9: Wisner St looking south from North St



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

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: Special Event Application: Fairy Festival

Recommendation:

Approve a request from the Jackson School of the Arts to host their Fairy Festival April 29th, 2023 in Parking Lot #6, downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the JSA Fairy Festival.

I recommend approval of the special event application for the JSA Fairy Festival. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: January 10, 2023

RECOMMENDATION: Approve a request from the Jackson School of the Arts to host their Fairy Festival April 29, 2023 in Parking Lot #6, downtown Jackson.

SUMMARY: A family-friendly event with proceeds supporting the Jackson School of the Arts

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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$0.00
	<i>TOTAL</i>		<i>\$00.00</i>

CONDITIONS & CONSIDERATIONS

Use of Parking Lot #6, downtown Jackson

INSURANCE STATUS

Current and on-file with the City Attorney and Downtown Development Authority

ATTACHMENTS: Special Event Application: Fairy Festival



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|---|--|
| <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 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.

- The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: JACKSON School of the Arts	
Address: 135 W. Cortland	Phone: (517) 784-2389
Tax ID#: 38-3581314	Website: jacksonarts.org
Contact Name: Cardyn Moser	Phone: 517 784 2389 Email: cardyn@jacksonarts.org
Contact Name: Brandi Kinch	Phone: 517 784 2389 Email: Brandi@jacksonarts.org
Contact Name During Event: Brandi Kinch	Phone: (517) 784 2389

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
April 29	Tent Friday parking lot Saturday AM	9am Sat	4pm Sat	tent Monday AM all rest Saturday

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

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

Event Map Details of all event activities MUST be included.

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

Bus Station

Verdors Books

chy lot

Verdors Books

15A Bidg
3 floors of event
activities

0 2 0 1 2 0

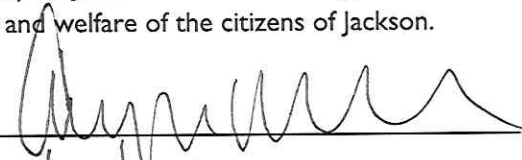
WASH-26+05

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: _____

11/18/22

Office Use ONLY
Application Received:
Date:
Time:
By:
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2022

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

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

PRODUCER		CONTACT NAME: Deborah Ammon	
Walton Insurance Group		PHONE (A/C, No, Ext): (517) 787-2600	FAX (A/C, No): (517) 787-3857
2929 Spring Arbor Rd.		E-MAIL ADDRESS: dammon@waltoninsurancegroup.com	
P.O. Box 3029		INSURER(S) AFFORDING COVERAGE	
Jackson MI 49204		INSURER A: Alliance of Nonprofits for Insurance	
INSURED		INSURER B:	
Jackson School of the Arts Association		INSURER C:	
135 W. Cortland Avenue		INSURER D:	
Jackson MI 49201		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22/23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		2022-66002	09/30/2022	09/30/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 20,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2022-66002-UMB	09/30/2022	09/30/2023	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Directors & Officers Liability			2022-66002-DO	09/30/2022	09/30/2023	Each Wrongful Act	\$1,000,000
							Annual Aggregate	\$1,000,000

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

The City of Jackson, Michigan and the Jackson Downtown Development Authority are listed as additional insured with regards to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson & Jackson Downtown Development Authority 120 W. Michigan Avenue 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 <i>Ethan G Hair</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: Special Event Application: Groundhog Gallop

Recommendation:

Approve a request from Grow Jackson to host the Groundhog Gallop on February 4, 2023 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Groundhog Gallop.

I recommend approval of the special event application for the Groundhog Gallop. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: January 10, 2023

RECOMMENDATION: Approve a request from Grow Jackson to host the Groundhog Gallop on February 4, 2023 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

SUMMARY: A family-friendly 5k run/walk, with proceeds benefitting Grow Jackson

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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$0.00
	<i>TOTAL</i>		<i>\$0.00</i>

CONDITIONS & CONSIDERATIONS

No city services needed

INSURANCE STATUS

Approval pending receipt of updated certificate of insurance

ATTACHMENTS: Special Event Application: Groundhog Gallop



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|--|--|
| <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 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.

Applicant Information

Sponsoring Organization Legal Name: GROW JACKSON	
Address: 740 W MICH AVE	Phone: (517) 745-9805
Tax ID#: 85-3704505	Website: growjackson.org
Contact Name: JACOB INSENCIO	Phone: 517-745 9805 Email: Jacob@growjackson.org
Contact Name:	Phone: Email:
Contact Name During Event:	Phone: ()

Event Information

Event Name: GROUNDHOG GIACOP SK RUN/WALK				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
2/4/23	8 AM	10 AM	12 PM	1 PM

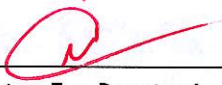
Special Event Application

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: 12/9/22

Office Use ONLY	
Application Received:	
Date:	12/9/22
Time:	4pm
By:	
Application Fee Received:	✓ \$75-

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
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

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

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

Event Map Details of all event activities MUST be included.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2022

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

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

PRODUCER Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202		CONTACT NAME: Angela S Hawkins PHONE (A/C No. Ext): 517-788-9130 FAX (A/C, No): 517-788-8036 E-MAIL ADDRESS: ahawkins@richmondagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto Owners	NAIC # 18988
		INSURER B: Home Owners	26638
		INSURER C: United States Liability	00127
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20221226095433250

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:			06133304	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5321155300	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 510,000 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			5328196000	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Directors and Officers			NDO1585036	12/01/2022	12/01/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

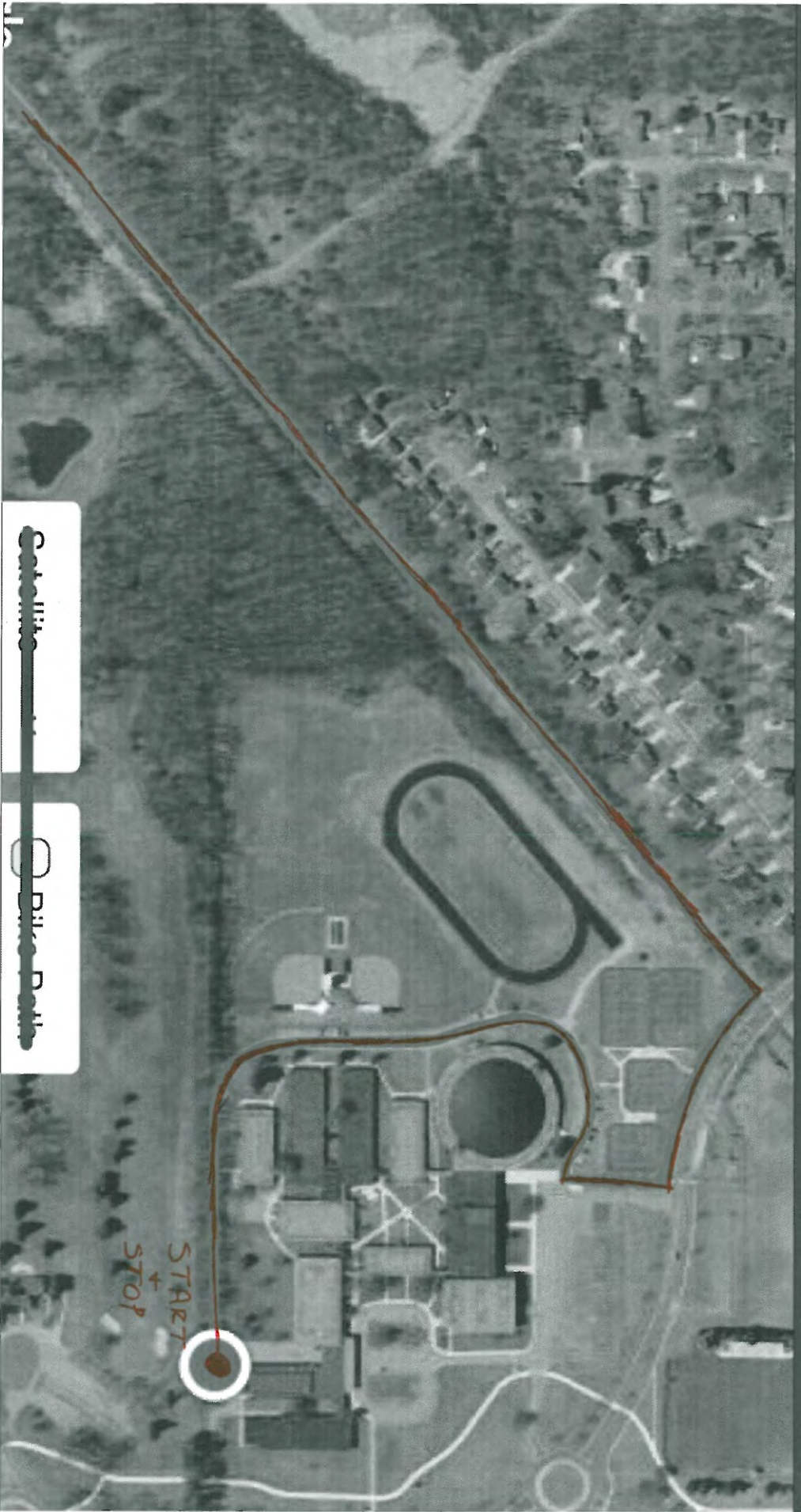
City of Jackson
 161 W. Michigan Ave
 Jackson MI 49201

Email: dsimmons@cityofjackson.org

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



📍 mapmyrun.com



Satellite

📍 Data

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: Special Event Application: Winter Fest

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host their Winter Fest February 4th, 2023 in downtown Jackson Streets and Parking Lots.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Jackson Downtown Development Authority Winter Fest.

I recommend approval of the special event application for the Jackson Downtown Development Authority Winter Fest. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: January 10, 2023

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host their Winter Fest February 4, 2023 in downtown Jackson streets and parking lots.

SUMMARY: A retail and family-fun event that gets people out and downtown in winter.

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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$600.00
	<i>TOTAL</i>		<i>\$600.00</i>

CONDITIONS & CONSIDERATIONS

Use of Parking Lot # 4, Parking Lot # 8 and Jackson St. between W. Michigan Ave and Pearl St. in downtown Jackson. Picnic Tables, trash cans

INSURANCE STATUS

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

ATTACHMENTS: Special Event Application: Winter Fest



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Applicant Information

Sponsoring Organization Legal Name: Downtown Development Authority (DDA)	
Address: 161 W. Michigan Ave. 5th floor	Phone: (517) 768-6411
Tax ID#:	Website: Jacksondda.org
Contact Name: Andrea Econ	Phone: 517-392-7912 Email: aecon@cityofjackson.org
Contact Name:	Phone: Email:
Contact Name During Event: Andrea Econ	Phone: (517) 392-7912

Event Information

Event Name: Winter Fest				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
02/4/2023	8 am	11 am	4 pm	7 pm

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

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 250-500

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: City Lot # 11 City Lot # 8
- Streets: Jackson (Michigan - Pearl)
- Other Park: _____
- GrandRiver Farmers Market Pavilion
- CP Federal 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.
Winter retail & DDA event with tents full of vendors & activities.
Food Trucks on Jackson. Bathroom (port-a) by Bucky Harris /
Castlers wall. Hama's in Bucky Harris

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

Street Name: <u>S. Jackson St</u>	Cross Streets: <u>end w. Michigan & w. Pearl St</u>
Closure Start Date: <u>02/04/23</u> Time: <u>8 am</u>	Closure End Date: <u>02/04/23</u> Time: <u>7 pm</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: _____

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: 12/13/22

Office Use ONLY	
Application Received:	
Date:	
Time:	<u>12/13/22</u>
By:	
Application Fee Received:	<u>N/A</u>

Application Requirements
Application MUST be submitted 60-days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
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

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: 2-4 food
20-30 craft
- 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:** extra road close barricade for private lot (car wash & mechanic) • picnic tables • 6 Trash → placement marked on map

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

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

Event Map Details of all event activities MUST be included.

- | | | |
|--|---|--|
| <input type="checkbox"/> Route Plan | <input type="checkbox"/> Emergency Vehicle Access | <input checked="" type="checkbox"/> Restroom Locations |
| <input checked="" type="checkbox"/> Vendor Locations | <input type="checkbox"/> Dispersal Locations | <input checked="" 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 checked="" 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.

S. Mechanic St.

W. Pearl St.



*4 picnic this tent
2 extra trash



Bucky Harris
Park



*2 picnic this tent
2 extra trash



Walt's

W. Michigan Ave



*extra closed barricade
for private lot

S. Jackson St.

W. Cortland St.



Private lot
*2 picnic this tent
2 extra trash



JACKSON DDA
Downtown Development Authority

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: JNET Interlocal Agreement

Recommendation:

Approve and execute JNET Interlocal Agreement

Attached is a memorandum from Director Elmer Hitt regarding the Jackson Narcotics Enforcement Team (JNET) Interlocal Agreement.

I recommend approval of Director Hitt's request to continue as a member of JNET. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer J. Hitt, Director of Police and Fire Services

DATE: January 10, 2023

RECOMMENDATION: Approve JNET Interlocal Agreement

SUMMARY

The Jackson Narcotics Enforcement Team (JNET) is a multi-jurisdictional task force whose focus is drug interdiction. The team is comprised of members of the Michigan State Police, Jackson County Sheriff's Department, and Jackson Police Department.

BUDGETARY CONSIDERATIONS

The Jackson Police Department currently has one officer assigned to JNET. No new budget adjustments are necessary.

HISTORY, BACKGROUND and DISCUSSION

JNET has been in existence for more than 17 years, and has been quite successful. In order to continue with the task force, the attached Interlocal Agreement must be signed each year by the organizations whose employees are part of the team.

DISCUSSION OF THE ISSUE

The Agreement has remained the same for many years. No changes were made from the Agreement that was approved and executed for 2022.

POSITION

I recommend approval of the Agreement and allowing the City Manager to execute it on behalf of the City of Jackson.

ATTACHMENT

INTERLOCAL AGREEMENT
Jackson Narcotics Enforcement Team (J.N.E.T.)

WHEREAS, the participating entities the Michigan Department of State Police, Jackson County, and City of Jackson, enter into this agreement pursuant to the Urban Cooperation Act, MCL 124.501 et seq.;

WHEREAS, the participating entities are desirous of establishing a cooperative task force by combining their investigative services, manpower, and/or resources for the purpose of enforcing narcotic and/or controlled substance laws and deterring related criminal activity; and

WHEREAS, the participating entities do not intend by this agreement to establish this task force or its command board as a separate legal or administrative entity under Section 7 (1) of the Urban Cooperation Act, MCL 124.507 (1) and have not therefore provided for or otherwise established such an entity by the terms of this agreement.

THEREFORE, in consideration of the mutual interest, obligations and promises herein contained, the participating entities hereto agree as follows:

ARTICLE I

OPERATIONAL PROCEDURES AND GUIDELINES

I. PURPOSE

The participating entities enter into this agreement to create the Jackson Narcotics Enforcement Team (JNET) for the purpose of combining their efforts toward the enforcement of narcotic and controlled substance laws in the State of Michigan.

II. COMMAND BOARD

A Command Board shall be formed which will consist of the administrative heads, or their representatives, of the police agencies of the participating entities contributing law enforcement personnel to JNET, or meeting obligations of a participating entity, as established in the bylaws, and the Prosecuting Attorney from Jackson county. The Command Board shall meet on matters concerning the day to day operations of the team. A quorum shall consist of a simple majority of the members present and voting.

III. OPERATION POLICIES AND PROCEDURES

The Command Board shall adopt by-laws for the operational policies and procedures to be implemented and followed by JNET.

IV. PERSONNEL AND COMPENSATION

All participating entities shall maintain at least one (1) full time police officer assigned to exclusively work in drug law enforcement with JNET or, pursuant to the bylaws; a participating police entity may remain a member of JNET by payment of an annual contribution as specified by the Command Board on an annual basis.

Each law enforcement officer assigned to JNET by his/her participating entity's police agency shall remain an agent of that participating entity's police agency. Said participating entity and officers assigned to JNET agree to conform to all operating procedures established by MSP, First District Policy, specifically including but not limited to, the handling of narcotic cases, confidential informants, evidence, and forfeiture procedures.

Personnel costs for sworn law enforcement officers assigned to JNET, including wages, overtime, insurance, and other fringe benefits shall be provided for and paid by the participating entity supplying such personnel. The exception would be those personnel funded through grants and/or other funding sources.

V. COMMANDER

The Michigan Department of State Police shall appoint a JNET Commander who shall have the authority, as designated by the Department of State Police and the Command Board, to coordinate the operation of JNET. The Commander will arrange for the training of participating police personnel, for the control and accounting of expenditures and property, and for the filing of a monthly report of JNET activity at each Command Board meeting.

VI. LIABILITY AND INSURANCE

Liability insurance and/or legal representation in civil suits for alleged tortious conduct and/or civil rights violations against the personnel of a participating entity on JNET, a participating entity, and/or a participating entity's representative on the Command Board is the individual responsibility of each participating entity and a participating entity may provide liability insurance and/or legal representation for itself, for its personnel on JNET and/or for its representative on the Command Board.

A judgment for actual and/or punitive damages resulting from a finding of tortious conduct or violation of civil rights, against a participating entity's personnel, a participating entity itself and/or a participating entity's representative on the Command Board, may be paid by the participating entity which supplied the personnel against whom a judgment entered and/or which appointed the representative against whom a judgment entered. No participating entity, JNET personnel or Command Board representative is liable for or required to satisfy a judgment against another participating entity, that entity's personnel on JNET or that entity's representative on the Command Board. Further, JNET shall not indemnify assigned personnel, a participating entity, or its appointed representative to the Command Board for any claim or judgment referred to herein.

VII. JURISDICTION

Any duly sworn police officer, while assigned to JNET and while working in furtherance of the purposes and activities of JNET, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a police officer in his/her own jurisdiction, and in any jurisdiction within the State.

ARTICLE II FORFEITURE PROCEDURES AND DISPOSITION OF PROPERTY SEIZED

I. FORFEITURES PURSUANT TO THE CONTROLLED SUBSTANCE ACT

All property seized by JNET pursuant to MCL 333.7521 et seq., as amended, shall be maintained and handled pursuant to Michigan State Police guidelines under Michigan State Police Department policies, and will be recorded on the prescribed MSP forms. Property will be controlled, inspected, and disposed of according to MSP procedures.

When property is seized pursuant to said forfeiture act, an officer assigned to JNET seizing the property shall use the standard Michigan State Police Narcotics Forfeiture Forms. The Michigan State Police will be the Quartermaster and custodian of all property seized by JNET and will receive and maintain said seized property under MSP policies.

In the event that property seized by JNET is subsequently forfeited to the Command Board, the property will be disposed of in accordance with MCL 333.7524. All property forfeited to the Command Board and the proceeds from the sale of said property shall be used to enhance law enforcement efforts pertaining to the Controlled Substance Act.

In the event that it is necessary to file judicial forfeiture proceedings, the Jackson County Prosecutor's office or the Michigan Attorney General's Office shall file forfeiture proceedings for property seized by JNET. Said forfeiture proceedings shall be instituted in the name of the Jackson County Prosecuting Attorney or Michigan Attorney General's Office.

The Jackson County Prosecuting Attorney or Michigan Attorney General, by and through his/her designated assistant prosecuting attorney, working in conjunction with the JNET Commander, shall have the authority to establish sale prices, negotiate real estate transactions, accept bids, make counter-offers, sign deeds and other documents associated with the sale of real estate forfeited to the Command Board.

II. CUSTODIAN OF SEIZED AND FORFEITED MONIES AND PROPERTY

The County of Jackson shall be the custodian of all seized and forfeited monies for purposes stated under MCL 333.7524. All such money received by the County of Jackson shall be placed in a "Drug Law Enforcement Fund 265 Account." The County shall establish two such accounts: (1) A "Pending" non-adjudicated forfeiture account in which shall be placed all seized (except evidence) monies prior to settlement or judicial adjudication. Monies shall not be disbursed from said "Pending" account unless the County receives an Administrative Order (Declaration of Administrative Forfeiture), a Stipulation of Out-of-Court Settlement, a Judgment of Forfeiture, or a Court Order authorizing the release of said monies; (2) A "Revenue" account which shall contain forfeited monies, proceeds from the sales of forfeited real and personal property, a court ordered restitution receipts, and any other miscellaneous income received by JNET or the Command Board.

Property forfeited to the Command Board and used by JNET to enhance drug law enforcement shall be inventoried and otherwise accounted for by the JNET Commander on an annual basis.

All existing funds and/or property in the possession of JNET shall be transferred and utilized pursuant to and in accordance with the terms of this Agreement.

III. DUTIES AND FUNCTIONS OF THE COUNTY OF JACKSON

The County of Jackson shall perform those functions and exercise those powers and a responsibility set forth at MCL 333.7524 and is to receive funds obtained pursuant to MCL 333.7524, but only for the purposes specified under this agreement.

The County of Jackson, as the custodian of the seized and forfeited funds and property, shall comply with the terms of MCL 333.7524a with respect to the annual reports and audits required under that statute which pertain to the receipt and disbursement of forfeited property. Audit findings shall be submitted to each of the participating entities under this agreement.

JNET shall also prepare and submit to each participating entity under this agreement, at the beginning of each fiscal year, a proposed line item budget. The proposed budget shall include proposed allocation in response to requests for drug law enforcement support from each participating entity. This budget shall be adopted by the County of Jackson no later than December each year and submit the same to the participating entities for informational purposes.

Notwithstanding any contrary provision, the County of Jackson, with the approval of the Board of Control, is to adopt a budget, which provides for the payment of appropriated expenses from the drug forfeiture property received pursuant to MCL 333.7524 prior to the expenditure of monies.

Payments for the budgeted or appropriated expenses shall be made after receipt of appropriate documentation verifying the expenditures.

ARTICLE III

WITHDRAWAL; TERMINATION

I. WITHDRAWAL FROM AGREEMENT

Any participating entity may withdraw from this agreement by providing not less than thirty (30) days prior written notice to each of the participating entities. The agreement may be terminated by joint action of all the participating entities at any time.

II. DISTRIBUTION OF FORFEITURE ASSETS UPON WITHDRAWAL

In the event that any participating entity withdraws from this agreement, any assets which have been retained by the County of Jackson/JNET remain in the custody of the County/JNET and shall be disposed of as provided in the bylaws and in accordance with MCL 333.7524.

III. DISTRIBUTION OF FORFEITURE ASSETS UPON TERMINATION

In the event of a complete termination of this agreement, any remaining assets shall be distributed to each of the participating entities. That distribution shall be proportionate to the number of full-time employee positions allocated, excluding grant funded positions, plus the proportionate amount of funds provided, if any, to the cooperative drug law enforcement effort in the preceding twenty-four (24) months by participating entities.

IV. Revocation of Prior Agreements:

This agreement rescinds all previous agreements.

Date: _____

Michigan Department of State Police

Date: _____

Jackson County Board of Commissioners

Date: _____

City Manager, City of Jackson

Although the county sheriff(s), county prosecutor(s) and local police chief(s) are not parties to the agreement and aren't required to sign the agreement, they may sign as acknowledgement of their role as described in the agreement.

Date: _____

Jackson County Sheriff Department

Date: _____

City of Jackson Police Department

Date: _____

Jackson County Prosecutor

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: January 10, 2023

SUBJECT: **Approval of the contract award for the Sodium Hydroxide System Improvements at the City of Jackson, Water Treatment Plant to Monroe Plumbing and Heating Co. of Monroe, MI in the amount of \$395,000, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.**

Recommendation:

Approve the contract award for the Sodium Hydroxide System Improvements at the City of Jackson, Water Treatment Plant to Monroe Plumbing and Heating Co. of Monroe MI in the amount of \$395,000, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Michael Osborn, Director of Public Works
DATE: January 10, 2023

RECOMMENDATION: Approve the contract award for the Sodium Hydroxide System Improvements at the City of Jackson, Water Treatment Plant to Monroe Plumbing and Heating Co. of Monroe MI in the amount of \$395,000, to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

SUMMARY

Sodium hydroxide is a chemical used for pH optimization and water stability in the treatment train at the City’s Water Treatment Plant. The current sodium hydroxide system is in extremely poor working condition. The five pumps used in the process of feeding the sodium hydroxide are in disrepair, causing leakage of the chemical onto the floor in the Water Treatment Plant’s basement. This leakage poses environmental and safety concerns as sodium hydroxide is very caustic when being stored at the concentrations used in the water treatment process.

BUDGETARY CONSIDERATIONS

The City’s Local Recovery Funds under the American Rescue Plan Act will fund this project. The City received bids from the following contractors:

Company	Bid
Monroe Plumbing and Heating Co., Monroe MI	\$ 395,000
LD Docsa Associates, Inc., Kalamazoo, MI	\$ 547,000
Allied Mechanical Services, Inc., Kalamazoo, MI	\$ 561,000

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

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

Company	A	B	C	D	E	Total
Monroe Plumbing and Heating Co.	25	21	25	15	10	96
LD Docsa Associates, Inc.	15	6	6	5	7	39
Allied Mechanical Services, Inc.	10	24	23	15	9	81

HISTORY, BACKGROUND and DISCUSSION

The sodium hydroxide system is aging, and due to the caustic nature of the chemical, this system must be replaced as soon as possible to avoid additional environmental and safety concerns. The system's piping and valving is nearing fifty years old, as it was originally installed when the Water Treatment Plant was built in 1974. There are two mixing pumps and two transfer pumps which are all leaking. One of the transfer pumps is inoperable, and has been placed out of service for some time. All of the existing valves are leaking, and the condition of the existing pipes is currently unknown. The system's bulk storage tank level indicators are no longer working properly making it difficult to determine the level of sodium hydroxide on hand. As part of our water system asset management plan assessments the sodium hydroxide system has been recommended for replacement for the last seven to ten years, as all of the pumps, valves and piping as they are beyond their expected useful life.

POSITIONS

Recommend Council to approve the contract award for the Sodium Hydroxide System Improvements at the City of Jackson, Water Treatment Plant to Monroe Plumbing and Heating Co. of Monroe MI in the amount of \$395,000, to be funded by the City Local Recovery Funds under the American Rescue Plan Act





GCHILDS



CAUSTIC SODA

CAUSTIC SODA



CAUSTIC SODA



	ALLIED MECHANICAL SERVICES 5688 EAST ML AVE. KALAMAZOO, MI 49048	LD DOCSA ASSOCIATES, INC. 300 S. 8TH ST. KALAMAZOO, MI 49009	MONROE PLUMBING AND HEATING COMPANY 506 COOPER ST. MONROE, MI 48161
Project Bid (Total Project)	\$ 561,000.00	\$ 547,000.00	\$ 395,000.00
Labor Costs:	\$ 200,000.00	\$ 275,000.00	159000.00
Materials Costs:	\$ 100,000.00	\$ 247,000.00	106300.00
Equipment Costs:	\$261,000 Subcontractor	\$ 25,000.00	129700.00
Possible Change Orders:	N/A	UNSURE	POTENTIAL SUMP PIT GRATING REPLACEMENT APPROX. \$5,000.00



December 5, 2022

Mr. Nick Mangas, WTP Plant Supervisor
City of Jackson
740 East Mansion Street
Jackson, MI 49203

**Re: WTP Sodium Hydroxide System Improvements
Contract 200-12740-22004
Recommendation of Award**

Dear Mr. Mangas:

On behalf of the City of Jackson, quotes were requested from general contractors for the City of Jackson Water Treatment Plant Sodium Hydroxide System Improvements project. The project includes the replacement of the existing sodium hydroxide pumps, piping, and related electrical improvements at the City's WTP.

The following Base Bid quotes were received on November 17, 2022:

<u>Contractor</u>	<u>Base Bid</u>
Monroe Plumbing and Heating Co.	\$395,000.00
Allied Mechanical Services	\$547,000.00
LD Docsa Associates, Inc.	\$561,000.00

Our Engineer's Opinion of Probable Cost for the work to be provided in the scope of the Base Bid was \$395,000. The low bid from Monroe Plumbing and Heating Co. matched the Engineer's Opinion of Probable Cost. We have reviewed their bid and have confirmed it is responsive to the requirements of the bidding documents. We believe Monroe Plumbing and Heating Co. has the capabilities to perform the work as requested.

Therefore, we recommend that the City award the project to Monroe Plumbing and Heating Co., for the quoted Base Bid amount of \$395,000.00.

We look forward to assisting the City with construction phase engineering services to support implementing the Sodium Hydroxide System Improvements. If you have any questions, please contact our office.

Sincerely,

A handwritten signature in black ink that reads 'Benjamin C. Whitehead'.

Benjamin C. Whitehead, P.E.
Project Manager

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Monroe Plumbing and Heating Company
506 Cooper Street
Monroe, MI 48161

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

City of Jackson

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

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

BOND AMOUNT:

5% of accompanying bid

PROJECT (Name, location or address, and Project number, if any):

Sodium Hydroxide System Improvements

location- 2995 Lansing Ave, Jackson, MI 49202

Project Number, if any:

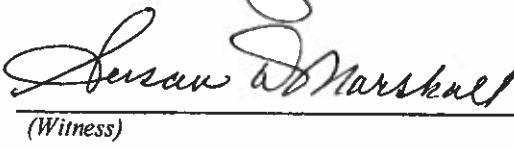
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

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

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

Signed and sealed this 26th day of October 2022

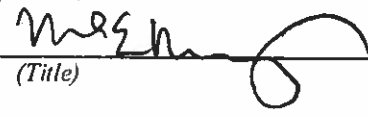

(Witness)


(Witness)

Monroe Plumbing and Heating Company
(Principal) (Seal)


(Title) PRESIDENT

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)


(Title)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Charles O. Howey; Reba S. Wilkins; Carol Whitton; Bonnie J. Pabis and/or Mark Revesz

of Woodhaven, Michigan

their true and legal Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 26th day of October, 2022



Ed H

CHECKLIST FOR BID SUBMITTAL

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

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

PROPOSAL

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

Date: 11/17/22

In compliance with your invitation for bids dated October 14, 2022 to perform CITY
OF JACKSON WTP SODIUM HYDROXIDE SYSTEM IMPROVEMENTS

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

1. individual, resident of _____
doing business as _____
at _____
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of Monroe Plumbing and Heating Co.- Adrian Location
organized and existing under the laws of the State of Michigan
with offices at 121 N. Tecumseh St, Adrian MI 49221 and 506 Cooper St., Monroe MI 48161
(strike inapplicable clauses)

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

FEDERAL ID# 38-1296178

(Corporate Seal, if applicable)

Name of Bidder: Monroe Plumbing and Heating Co.

Signed By: Thomas Theisen

Its: Vice President

BID SHEET

DATE:

PROPOSAL FOR: CITY OF JACKSON WTP SODIUM HYDROXIDE SYSTEM IMPROVEMENTS

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
1	10/20/22
2	11/8/22

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

ITEM NO	DESCRIPTION	TOTAL COST
1	Project Bid (Total Project)	\$395,000 ⁻

TOTAL BID WRITTEN OUT: *Three hundred ninety-five thousand dollars*


Submitted Bid:	\$395,000 ⁻
Labor Costs:	\$159,000 ⁻

Materials Costs:	\$ 106,300-
Equipment Costs:	\$ 129,700-
Possible Change Orders:	Potential sump pit grating replacement ~ \$5,000-

Bidder's Name:	Monroe Plumbing and Heating Co.- Adrian Location
Address:	121 N. Tecumseh St.
City, State, Zip:	Adrian, MI 49221
Telephone:	517-280-5511
Fax:	734-241-3602
Email Address:	tomf@monroeplumbing.com
Federal ID Number:	38-1296178

Bid Signed By:	Thomas Theisen	Print or Type
Title:	Vice President	

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By  Its Vice President

CONTRACT COMPLIANCE

DATE: October 14, 2022
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Monroe Plumbing and Heating Co. 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 Monroe Plumbing and Heating Co. 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: 11/17/22

By: Monroe Plumning and Heating Co.
(Bidder's Name)

By: 
(Signature)

By: Vice President
(Title)

121 N. Tecumseh St.
Address

Adrian
City

Michigan 49221
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

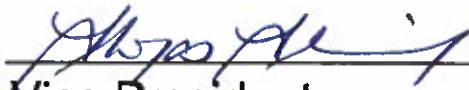
The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical 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: Monroe Plumbing and Heating Co.- Adrian Location

ADDRESS: 121 N. Tecumseh St.
Adrian, MI 49221

SIGNED BY: 

TITLE: Vice President

DATE: 11/17/22

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: 11/17/22

By: Monroe Plumbing and Heating Co.- Adrian Location
(Bidder's Name)

By: 
(Signature)

By: Vice President
(Title)

121 N. Tecumseh St.
Address

Adrian
City

Michigan 49221
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

COUNTY OF Monroe)

ss

Thomas Theisen, being first duly sworn, deposed and says that:

1. He is Vice President of, Monroe Plumbing and Heating Co. the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 11/17/22 By: Monroe Plumbing and Heating Co.
(Company)

By: Vice President *[Signature]*
(Title)

Subscribed and sworn to before me, a Notary Public, this 17 day of November, 2022.

[Signature]

Notary Public, Monroe County,
My commission expires: 3/7/23



SECTION C

Subcontractors

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

Brint Electric - Electrical & Instrumentation

Bucher Painting - Painting/Coatings

Flux Underground & Hydro-Excavation -
Caustic Soda Excavation

Baseline Constructors - Concrete/Groot Work

Rand Environmental - Lead paint Abatement

**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

I, Thomas Theisen an authorized representative of Monroe Plumbing and Heating Co.

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 11/17/22


Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name Thomas Theisen	Company Monroe Plumbing and Heating Co.
Telephone 734-241-4277	Email Address tomf@monroeplumbing.com

Contract or matter pending with the City:

WTP Sodium Hydroxide System

I, Thomas Theisen, 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 relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.
Property address: _____
Property interest: _____
- An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

- None of the above apply.

Dated:


Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 17 day of November, 2022,
By Thomas Theisen

Responsible Contractor Ordinance

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

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

CRITERIA 1: See Attached	
COMPANY NAME:	Monroe Plumbing and Heating Co.- Adrian Location
ADDRESS:	121 N. Tecumseh St
CITY, STATE, ZIP:	Adrian, MI 49221
TELEPHONE:	517-280-5511
OFFICERS:	
President: Karol Straub	Email Address: karol@monroeplumbing.com
Vice President: Thomas Theisen	Email Address: tomt@monroeplumbing.com
Secretary: Thomas Theisen	Email Address: tomt@monroeplumbing.com
Treasurer: Karol Straub	Email Address: karol@monroeplumbing.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? <small>75 YEARS</small>	
PARENT COMPANY NAME:	Monroe Plumbing and Heating Co.
STREET ADDRESS:	506 Cooper St.
CITY, STATE, ZIP CODE:	Monroe, MI 48161
UNDER CURRENT MANAGEMENT SINCE (DATE):	1947

CRITERIA 3:

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

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

All Monroe Plumbing and Heating plus subcontractor labor are union trained personnel. The employees experience various lengths of schooling depending on trade, starting from a 1st year apprentice graduating to a licensed journeyman in their craft.

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.

Yes

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.

Yes

CRITERIA 6 (ATTACHMENT REQUIRED) ATTACHED

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) ATTACHED

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

CRITERIA 8:

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

NONE

CRITERIA 9:

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

NONE

2022- Employee removed hard hat on job site.

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: COI Attached

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:	Howey Insurance
Type of Coverage:	See Attached
Telephone:	734-676-6600

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

CRITERIA 12 (ATTACHMENT REQUIRED): Attached

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

CRITERIA 13:

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

Yes, we have a Fitness for Duty Program

No, we do not have a Fitness for Duty Program

Additional Information:
MUST Program

CRITERIA 14: See attached Warranty Letter

A warranty statement regarding labor, equipment and materials.

CRITERIA 15:

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

Monroe Plumbing and Heating Co. 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.

CRITERIA 16:

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

Monroe Plumbing and Heating will comply with the ordinance above regarding applicable federal, state, or local wage laws.

CRITERIA 17:

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

Grating replacement for sump pump if required, to be billed T&M (~\$5,000)

CRITERIA 18:

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

Tom Friar - Adrian Branch Manager/Project Manager (5 years experience in Mechanical Contracting)

Site Foreman - TBD (Will have ample experience in Wastewater and Water Treatment projects)

CRITERIA 19 (ATTACHMENT REQUIRED): Attached

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

CRITERIA 20: See Attached

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

See attached PP Program Documentation

CRITERIA 21:

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

Monroe Plumbing and Heating will complete the desired work within these parameters.

CRITERIA 22 (ATTACHMENT REQUIRED): ATTACHED

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

CRITERIA 23:

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

Ratio of Journeyman to apprentices will be determined just prior to job start, once union labor is secured.

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

Yes

No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED) ATTACHED

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

CRITERIA 25:

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

Yes

No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

Monroe Plumbing and Heating plus its subcontractors are union, therefore labor will be sourced from local labor unions. Employees on project will all be from Jackson and surrounding areas up to a 50 mile radius.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29: See Attached

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

Monroe Plumbing and Heating Co.

Print Firm Name/Principal

Signature/Principal

11/17/22

Date

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

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

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

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

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

Price (25%)

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

Submitted Bid:	\$395,000-
Labor Costs:	\$159,000-
Materials Costs:	\$106,300-
Equipment Costs:	\$129,700-
Possible Change Orders:	potential sump pit grating replacement ~ \$5,000-

Corporate Accountability (25%)

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

Workplace Safety (25%)

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

Workforce Development (15%)

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

Social Equity (10%)

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

veterans, returning citizens, and small businesses.

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

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of November, 2022, by and between the City of Jackson, Michigan, a Michigan municipal corporation, herein "the City", and whose address is 121 N. Tecumseh St. Adrian MI 49221 herein "the Contractor".

WITNESSETH:

WHEREAS, the City deems it necessary to undertake the herein described Project; and

WHEREAS, the City has advertised for sealed proposals for said Project; and

WHEREAS, the Contractor submitted a proposal for said Project which was accepted by the City as the lowest responsible bid, and

WHEREAS, the City has in all other respects complied with requirements for entering into this Agreement; and

WHEREAS, the persons executing this Agreement are duly authorized by the respective parties;

NOW, THEREFORE, for, and in consideration of, the recited promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- I. A. Contractor agrees to provide all equipment, material, supplies, labor and services necessary to commence and complete the project as described in the Contract Documents; and
- B. Contractor agrees to perform all work described in the Contract Documents in a substantial and workmanlike manner, and to comply with all the requirements in the Contract Documents at the unit prices' bid for the total sum of
- C. Contractor agrees to commence work within five (5) days from Notice to Proceed and to complete all work within the time limit as listed in the Instructions to Bidders.
- II. The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents.
- III. This Agreement includes of all the Contract Documents listed in the General Conditions, which are fully incorporated by reference whether attached or not.
- IV. Contractor covenants and agrees that it will be bound by the terms of the attached Equal Employment Opportunity Clause.

- V. This Agreement is binding on the parties hereto, and their respective heirs, personal representatives, and assigns.
- VI. The provisions of the City of Jackson's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, the day and year above written.

CITY OF JACKSON, MICHIGAN
a Municipal Corporation

Witness By Daniel J. Mahoney, Mayor

Witness By Andrea Muray, City Clerk
* * * *

Witness By
Monroe Plumbing & Heating Co.
Company Name
Signature
THOMAS Theisen
Please print or type name
Title Vice President

APPROVED AS TO SUBSTANCE:

Jonathan Greene
City Manager

APPROVED AS TO FORM:

Matthew M. Hagerty
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2022

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

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

PRODUCER Charles O. Howey, Jr. Howey & Associates, Inc. 22333 Allen Road Woodhaven, MI 48183 Charles O. Howey, Jr. 734-676-6600	CONTACT NAME: Charles O. Howey, Jr. PHONE (A/C, No, Ext): 734-676-6600 E-MAIL ADDRESS: showey@howey-insurance.com	FAX (A/C, No): 734-676-1372
	INSURER(S) AFFORDING COVERAGE	
INSURED Monroe Plumbing and Heating Co P J Building 506 Cooper St Monroe, MI 48161	INSURER A : Amerisure Insurance Co.	NAIC # 19488
	INSURER B : Citizens Insurance Co.	NAIC # 31534
	INSURER C : Hartford Steam Boiler	
	INSURER D : Greenwich Insurance Company	NAIC # 22322
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C & U Included <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP2048254 CPP2048254 CPP2048254	09/01/2022 09/01/2022 09/01/2022	09/01/2023 09/01/2023 09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA2048255	09/01/2022	09/01/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU2048256	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2112780005	09/01/2022	09/01/2023	<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
B	Crime			BDH-D402324-02	09/01/2022	09/01/2023	See notes
A	Leased From Others			CPP2048254	09/01/2022	09/01/2023	Lease/Ren 265,000

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

CERTIFICATE HOLDER City of Jackson City Hall 161 W Michigan Ave Jackson, MI 49201	CITY OF J	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 Charles O. Howey, Jr.
--	------------------	---

NOTEPAD

INSURED'S NAME Monroe Plumbing and Heating Co

MONRO-3

OP ID: SM

PAGE 2

Date 10/26/2022

Crime policy with Citizens Hanover Ins. with \$1,000,000 limit and includes ERISA and Third Party \$5,000 deductible. Policy number BDH-D402324-00.

Amerisure Leased/Rented From Others \$265,000 with \$2,500 Deductible, Leased/Rented To Others \$265,000 with \$2,500 Deductible Policy Number CPP2048254.

Cyber Liability Policy - Hartford Steam Boiler.
Policy # 01-CY-0005511345-00

Terms Dates: 09/01/2022 thru 9/1/2023

Limits:

\$1,000,000 Aggregate Cyber Liability,

\$1,000,000 Aggregate Privacy Liability

Ded. \$5,000

Professional & Pollution Legal - Greenwich Ins. Co.

Policy # PEC002107916

Terms Dates: 09/01/2022 thru 9/1/2023

Coverage A - Professional Liability:

\$2,000,000 Coverage A-Professional Liability Limit of Liability for each Act, Error or Omission.

\$2,000,000 Coverage A-Professional Liability Aggregate Limit of Liability

Coverage B - Contractor's Pollution Legal Liability

\$2,000,000 Coverage B-Contractor's Pollution Legal Liability Limit of Liability for each POLLUTION CONDITION

\$2,000,000 Coverage B-Contractor's Pollution Legal Liability Aggregate Limit of Liability.

Contractor's Blanket Additional Insured Endorsement - CG7048 1015 and Contractors General Liability Extension Endorsement - CG7049 0417 and Advantage Commercial Automobile Broad Form Endorsement - CA7115 1109 included.

Installation Floater coverage/limit \$1,000,000 Deductible \$2,500
Commercial Auto: Designated Insured - Primary Non-Contributory Coverage
When Required by Insured Contract or Certificate - CA7165 0911 included.

Included as named insured - Monroe/VM,A Joint Venture

NOTEPADINSURED'S NAME **Monroe Plumbing and Heating Co****MONRO-3**
OP ID: MPPAGE 2
Date **08/24/2022**

Crime policy with Citizens Hanover Ins. with \$1,000,000 limit and includes ERISA and Third Party \$5,000 deductible. Policy number BDH-D402324-00.

Amerisure Leased/Rented From Others \$265,000 with \$2,500 Deductible, Leased/Rented To Others \$265,000 with \$2,500 Deductible Policy Number CPP2048254.

Cyber Liability Policy - Burns & Wilcox Ltd.
Policy # ESK0733177562
Terms Dates: 09/01/2022 thru 9/1/2023
Limits:
\$1,000,000 Aggregate Cyber Liability,
\$1,000,000 Aggregate Privacy Liability
Ded. \$5,000

Professional & Pollution Legal - Greenwich Ins. Co.
Policy # PEC002107916
Terms Dates: 09/01/2022 thru 9/1/2023

Coverage A - Professional Liability:
\$2,000,000 Coverage A-Professional Liability Limit of Liability for each Act, Error or Omission.
\$2,000,000 Coverage A-Professional Liability Aggregate Limit of Liability

Coverage B - Contractor's Pollution Legal Liability
\$2,000,000 Coverage B-Contractor's Pollution Legal Liability Limit of Liability for each POLLUTION CONDITION
\$2,000,000 Coverage B-Contractor's Pollution Legal Liability Aggregate Limit of Liability.

Contractor's Blanket Additional Insured Endorsement - CG7048 1015 and Contractors General Liability Extension Endorsement - CG7049 0417 and Advantage Commercial Automobile Broad Form Endorsement - CA7115 1109 included.

Installation Floater coverage/limit \$1,000,000 Deductible \$2,500
Commercial Auto: Designated Insured - Primary Non-Contributory Coverage When Required by Insured Contract or Certificate - CA7165 0911 included.

Included as named insured - Monroe/VM,A Joint Venture

Criteria




506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (313) 241-3602
PHONE: (313) 241-4277

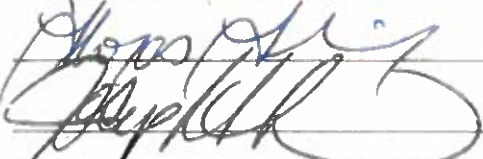
I, Thomas Theisen, secretary of Monroe Plumbing & Heating Company, a Corporation organized and existing under the laws of the State of Michigan, do hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the 3rd day of May, 2022 at which a quorum was present and acting throughout, the following action was taken:

- RESOLVED: Edward R. Theisen is Chairman of the Board
- Karol Straub is President/Treasurer
- Thomas Theisen is Vice President/Secretary
- Joseph Theisen is Vice President

RESOLVED: That the following Officers be authorized to sign any and all checks and Legal Documents on behalf of the Monroe Plumbing & Heating Company: Thomas Theisen, Joseph Theisen.









- Chairman of the Board
- President/Treasurer
- Vice President/Secretary
- Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation this 3rd day of May, 2022.


Secretary

Corporate Seal

Criteria 3 & 26



506 COOPER ST. P.O. BOX 307
MONROE, MICHIGAN 48161-0307
PHONE: (734) 241-4277

121 N. TECUMSEH ST.
ADRIAN, MI 49221
PHONE: (517) 280-5511

State of Michigan License List for Monroe Plumbing and Heating Co.

Mechanical Contractor	Joseph Theisen	7117445
Plumbing Contractor	Joseph Theisen	8004790
Plumbing Master	Joseph Theisen	8111091
Boiler Installer	Thomas Theisen	315363
Boiler Repairer	Dale Batson	3200520

INDUSTRIAL & COMMERCIAL MECHANICAL CONTRACTORS

Criteria 6 & 7L

COMPLETED PROJECTS	OWNER	ARCHITECT	CONTRACT \$	COMPLETED Work	Contacts & Phone #
La-Z-Boy (LEED)	La-Z-Boy, Monroe, MI	Collaborative Group	\$9,766,964.04	2015	56% Brian Lamerson, 419-241-5000
UoM BFX Building	University of Michigan	University of Michigan	\$139,490.00	2016	63%
Holcim Restroom Remodel	Holcim	University of Michigan	\$605,212.00	2016	30%
UoM Hatcher Healing Piping	University of Michigan	University of Michigan	\$333,573.58	2016	62% John Heinrich, dheitck@umich.edu
UoM Wolverine Tower	University of Michigan	University of Michigan	\$215,846.00	2016	Jan Sawyer, jsawyer@umich.edu
UoM South Hospital AHUs	University of Michigan	University of Michigan	\$1,210,191.05	2016	58% Eric Winquist, ericw@denarbuid.com
AAPS Burns Park Elem. Boiler	Ann Arbor Public Schools	Kohler Architect	\$550,047.30	2016	79% Diana Kelley, 734-994-8118
Ira High School Gym HVAC Replace	Ira Public Schools	Kohler Architect	\$301,100.00	2016	39% Mark Kohler, mkohler@kohlerarchitect.net
Ferri OSB Chiller Replace	Ferri		\$301,948.00	2015	85%
DTE PAC Room Renovation	Detroit Edison		\$142,989.00	2016	60% Barton Malow
UoM School of Education	University of Michigan		\$578,359.05	2016	36% Jan Sawyer, jsawyer@umich.edu
Fierchtown Place HVAC Upgrades	Forest City Residential Mgmt., Cleveland		\$637,245.00	2016	60%
UoM Taubman (LEED)	University of Michigan	University of Michigan	\$3,255,242.00	2016	65% Paul Yambor, 313-585-5740
UoM Ingalls Chilled Water	University of Michigan		\$310,699.48	2016	73% Hannah Smith, 734-764-7422
UoM South Athletic Complex SPC	University of Michigan		\$262,020.99	2016	98% Anthony Anallo
UoM Institute for Social Research	University of Michigan		\$120,930.00	2016	100% Matt Fuller, mfuller@umich.edu
Henry Ford CC Cooling Tower Replacement	Henry Ford Community College		\$633,190.00	2017	64% randy@hicc.net
DTE Farm- Roncell	Detroit Edison		\$567,759.00	2017	65% Roncell
UoM Motis Hospital	University of Michigan		\$1,256,000.00	2018	81% Ron Darr, rdarr@umich.edu
Grosse Ile Schools HSMS Renovations	Grosse Ile Schools		\$949,348.29	2018	73% Donielle Wunderlich, dwunderlich@aubconconstruction.com
UoM Simpson Medical Research	University of Michigan		\$700,314.00	2018	37% Andrew Smith, andrews@umich.edu
Sygnia HVAC/Pumbing Improvements	Sygnia		\$249,325.10	2018	74% Jennifer Carlsen, karlsen@primusbuilders.com
EMU Mark Jefferson/Roosevelt Hall	Eastern Michigan University		\$846,933.00	2018	50% Andy Burch, aburch@clarkc.com
Airport High School RTU Replace	Airport Schools		\$234,500.00	2017	38% Dan Fahnestock, dfahnestock
Farm Outage Work	Ferri		\$292,732.50	2017	100%
DTE Monroe FGD Waterline	Detroit Edison		\$436,198.78	2017	94%
Monroe Co. Community College	Monroe County Community College		\$6,778,142.50	2017	76% Ray Ruiz, 419-654-5855
UoM Central Power Plant	University of Michigan		\$2,228,048.00	2017	59% Trudy Whittle, trudyz@umich.edu
Guardian Industries	Guardian Industries	Span Construction	\$1,621,985.00	2018	59% Tim Miller, timm@spanconstruction.com
EMU Strong Hall PreConstruction	Eastern Michigan University		\$235,000.00	2018	58% Andy Burch, aburch@clarkc.com
Promedica Lenawee Hospital PreCon	Promedica	Commercial Construction	\$121,893.50	2018	100%
DTE Monroe Dust Collector	Detroit Edison		\$202,258.65	2018	99%
Dundee WWTP	City of Dundee		\$3,446,959.00	2018	80% Brian LaBaza, blabaza@sgcs.com
EMU Strong Hall Construction (LEED)	Eastern Michigan University		\$9,241,886.00	2019	67% Andy Burch, aburch@clarkc.com
UoM Central Power Plant- Aristeo	University of Michigan	Aristeo	\$945,632.28	2018	95% Jason Evans, jevans@aristeo.com
UoM Tisch Tennis AHU	University of Michigan		\$977,055.00	2018	69% Mike Marengli, marengli@umich.edu
UoM Shepherd Gymnastics RTU	University of Michigan		\$411,427.00	2018	31% Mike Marengli, marengli@umich.edu
Gerdau Casler Upgrade	Gerdau	Walbridge	\$836,766.90	2018	100%
Grosse Ile Schools Admin Boiler/HS Coil	Grosse Ile Schools	Auch Construction	\$245,665.00	2018	80% Danielle Eschner, deschner@aubconconstruction.com
U of M Student Activities Cooling Tower	University of Michigan		\$439,575.00	2019	60% John Heinrich, dheitck@umich.edu
City of Monroe Fire Station	City of Monroe	Auch Construction	\$560,255.00	2019	55% Aaron St. Dennis, astdennis@aubconconstruction.com
Gerdau Ladle Building	Gerdau	Mudson	\$228,026.12	2019	81% Brian Bostedor, bbostedor@gmail.com
Great Lakes Freight- Valley Trucking	Valley Trucking	Rudolph Libbe	\$185,711.00	2019	71% Jamie Generosus, jamie.generosus@rfgbuilds.com
Gerdau Malt Shop	Gerdau	Walbridge	\$846,096.16	2019	78% Chris Moffat, cmoffat@walbridge.com
YanFeng Gas Piping	YanFeng		26,400.00	2020	99%
U of M Life Sciences	University of Michigan		23,700.00	2020	99% Nicole Snyder, nicoles@wmsystems.com
Oerlikon Metco- HW System	Oerlikon Metco		92,291.00	2020	99%
U of M Schenbecher Hall	University of Michigan		491,779.70	2020	90% Paul Doepler, pdoepler@umich.edu
EMU Strong Hall Domestic Booster Pump	EMU		38,472.00	2020	99%
Newco Meljer Howell Remodel	Meljer		113,400	2020	93% Taylor Arbogast, taylor@newcoib.com
EMU Jones Pool Locker Room- Granger	EMU		241,685.00	2020	75% Chris Scharlach, cscharlach@granger.com
U of M Modern Languages Building	University of Michigan		245,690.00	2020	49% dknibit@umich.edu

	Kohler						
Monroe Public Schools Custer Furnace Replace	Monroe Public Schools	64,200.00	2020	50%	Mark Tafelski: mtafelski@kohlerarchitect.net		
Macomb Community College AHU	Macomb Community College	49,900.00	2020	99%			
Airport Schools Boiler	Airport Schools	98,300.00	2020	99%	Ken Andrews		
Henry Ford College Drinking Fountains	Henry Ford College	15,705	2020	99%			
Frenchtown Water Treatment Plant	Frenchtown Township	204,706	2020	17%			
Monroe Co. Community College	Monroe County Community College	393,740.00	2020	25%			
Toyota Chassis #9	Toyota	271,543.00	2020	70%			
DTE Undertrain Laterals	Detroit Edison	142,793.00	2020	100%			
DTE Coalweeps	Detroit Edison	199,606.05	2021	100%			
ProMedica Hickman Hospital	ProMedica	13,509,350.00	2020	99%	Patricia Eckelberry: peckelberry@lcco.com		
U of M Dearborn RTU Replace	University of Michigan	225,696.00	2021	99%	Jerry Vancouwenbergh: jerryvan@umich.edu		
EMU DC3 Boiler Replace	EMU	427,385.00	2020	99%	Chris Longenecker: clongene@emich.edu		
Dearborn Schools McDonald Elementary	Dearborn Schools	49,871.00	2020	99%			
Carlton VA Center	Carlton VA	1,069,411	2021	99%			
DTE Oily Waste	Detroit Edison	367,288	2021	99%			
Gerdau Cooling Bed Lubrication Systems	Gerdau	415,354	2021	67%			
Gerdau EAF	Gerdau	3,491,855	2021	96%			
Chelsea 300, 400, Media Remodel	Chelsea School District	254,994	2021	75%			
Monroe Public Schools 2021 Bond Project	Monroe Public Schools	6,197,830	2021	70%			
Bedford High School Tunnels	Bedford Public Schools	1,196,514.00	2021	80%			
Toyota Chassis 8	Toyota	314,400	2021	63%			

Criteria 7



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Charlie Heider, AFSB
Field Director
Surety

June 10, 2022

**Re: Monroe Plumbing & Heating Company
Monroe, Michigan**

To Whom It May Concern:

It is the privilege of The Cincinnati Insurance Company to provide surety bonds on behalf of Monroe Plumbing & Heating Company. In our opinion Monroe Plumbing & Heating Company remains properly financed, well equipped, and capably managed.

At the present time, The Cincinnati Insurance Company provides a \$15 million single project limit and a \$25 million aggregate limit to Monroe Plumbing & Heating Company. As always, The Cincinnati Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you or your affiliates if for any reason we do not execute such bonds.

The Cincinnati Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A+ (Superior), Financial Category size XV by A.M. Best Company.

Very truly yours,

Charlie Heider, AFSB
Field Director - Surety



506 Cooper Street
PO Box 307
Monroe, Michigan 48161
Phone: (734) 241-4277
Fax: (734) 241-3602

Celebrating over 70 Years of Mechanical Customer Service

CRITERIA 12

To: City of Jackson

Attn: Ms. Shelly Allard

To Whom it May Concern:

Monroe Plumbing & Heating and its subcontractors are fully capable of sourcing the required manpower to staff this project. All Monroe Plumbing & Heating Employees as well as subcontract employees will not be misclassified as independent contractors.

Thank you,

A handwritten signature in black ink, appearing to read "Tom Friar".

Tom Friar



Guarantee

To: *Date:*

Job: ***SAMPLE- Criteria 14***

To Whom It May Concern:

We, the Monroe Plumbing and Heating Company, do hereby Guarantee our material, workmanship, and that of our sub-contractors for the mechanical and plumbing work performed by us on the above-mentioned job for a period of 1 (one) year from the date of acceptance.

Acceptance Date:

Monroe Plumbing and Heating Co.

By:

Criteria 19



506 COOPER ST. P.O. BOX 307
MONROE, MICHIGAN 48161-0307
PHONE: (734) 241-4277

121 N. TECUMSEH ST.
ADRIAN, MI 49221
PHONE: (517) 280-5511

References

Name:	<u>Macomb Pipe</u>	<u>Ferguson Enterprises</u>	<u>VM Systems</u>
Address:	<u>34400 Mound Road</u> <u>Sterling Heights, MI 48310</u>	<u>5550 Grand River</u> <u>New Hudson, MI 48165</u>	<u>3125 Hill Avenue</u> <u>Toledo, OH 43607</u>
Phone:	<u>586-268-0720</u>	<u>888-522-4495</u>	<u>419-535-1044</u>
FAX	<u>586-268-0819</u>	<u>248-446-7318</u>	<u>419-535-8644</u>
Email	<u>lborowski@macombgroup.com</u>	<u>james.denig@ferguson.com</u>	<u>adrienne.schwab@vm-cos.com</u>

References

Contact: Paul Yambor
Company: Christman Co.
Address: 3011 W Grand Blvd #2600
City: Detroit
State: Michigan
Zip Code: 48202
E-mail: paul.yambor@christmanco.com
Phone: 313-585-5740
Notes:

Contact: Eric Winqvist
Company: DeMaria
Address: 3031 W Grand Blvd #624
City: Detroit
State: Michigan
Zip Code: 48202
E-mail: ericw@demariabuild.com
Phone: 248-348-8710
Notes:

Contact: Donnie Thornsberry
Company: Gerdau
Address: 3000 E Front Street
City: Monroe
State: Michigan
Zip Code: 48162
E-mail: don.thornsberry@gerdau.com
Phone: 734-818-7120
Notes:

Contact: Andrew Burch
Company: Clark Construction
Address: 3535 Moores River Dr.
City: Lansing
State: Michigan
Zip Code: 48911
E-mail: aburch@clarkcc.com
Phone: 5173720940
Notes:

Financial Reference- Renee Warnimont, 9691 Telegraph Rd., Taylor, MI 43604 419-309-5711
renee.warnimont@53.com

INDUSTRIAL & COMMERCIAL MECHANICAL CONTRACTORS

CRITERIA 20



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision 0
Date: 5/25/21

Monroe Plumbing & Heating Company

**QUALITY CONTROL PROGRAM
FOR
FABRICATION & INSTALLATION
OF
POWER PIPING
PER
ASME CODE SECTION I & B31.1
AND
METALLIC REPAIRS AND ALTERATIONS
TO PRESSURE RETAINING ITEMS
PER THE NATIONAL BOARD INSPECTION CODE (NBIC)
AND JURISDICTION REQUIREMENTS
AT:
506 COOPER ST
MONROE, MICHIGAN 48161 (MAIN ADDRESS)
AND
810 S ROESSLER ST
MONROE, MICHIGAN 48161 (SECONDARY ADDRESS)
AND FIELD SITES
CONTROLLED BY THE MAIN LOCATION.**

Issue #5 Date: 5/25/21

Controlled Copies
 Uncontrolled Copies



506 COOPER STREET P.O. BOX 307
 MONROE, MICHIGAN 48161-0307
 FAX: (734) 241-3602
 PHONE: (734) 241-4277

Revision: 0
 DATE: 5/25/21

Quality Control Program
 Index

SECTION		Rev #	Date
	Cover Sheet	0	5/25/21
	Index	0	5/25/21
100	Statement of Authorization & Responsibilities	0	5/25/21
200	Organizational Chart	0	5/25/21
300	Calculations, Drawings & Specifications	0	5/25/21
400	Material Code	0	5/25/21
500	Examination & Inspection	0	5/25/21
600	Welding	0	5/25/21
700	Nondestructive Examination	0	5/25/21
800	Heat Treating	0	5/25/21
900	Correction of Nonconformities	0	5/25/21
1000	Calibration	0	5/25/21
1100	Record Retention	0	5/25/21
1200	Authorized Inspector	0	5/25/21
1300	Manual Control	0	5/25/21
1400	Exhibits	0	5/25/21
1500	Mechanical & Welded Repairs	0	5/25/21

Quality Control Administrator Approval: _____ Date: _____

AI Acceptance: _____ Date: _____



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

STATEMENT OF AUTHORIZATION & RESPONSIBILITIES

Monroe Plumbing & Heating Company, has formed this Quality Control Program in accordance with Section 1, B31.1 of the ASME Boiler and Pressure Vessel Code & the NBIC (Code). Monroe Plumbing & Heating Company, area of work is in the commercial and industrial field including new installations, replacement of existing installations and metallic repairs and/or alterations to Pressure Retaining Items.

This program is to be used on all job sites where the previously mentioned Code applies. This program is enacted to produce the quality of work we wish to attain using the ASME Code, NBIC and jurisdictional requirement as a minimum requirement wherever our ASME Certification Mark or R stamp is required.

The Quality Control Administrator has been given full responsibility and freedom to achieve complete compliance with this program and the ASME Code, NBIC and jurisdictional requirements and the Organizational freedom to identify Quality Problems and to initiate, recommend and provide solutions.

Throughout this manual all references to approvals, certification and authorizations shall be by written signature /initial and date. No electric signatures are used.

In the event a conflict arises, the President has the final authority and will not compromise the requirements of the ASME Code, the NBIC, jurisdictional requirement or this manual.

This program has the full support of Management.

Monroe Plumbing & Heating Company

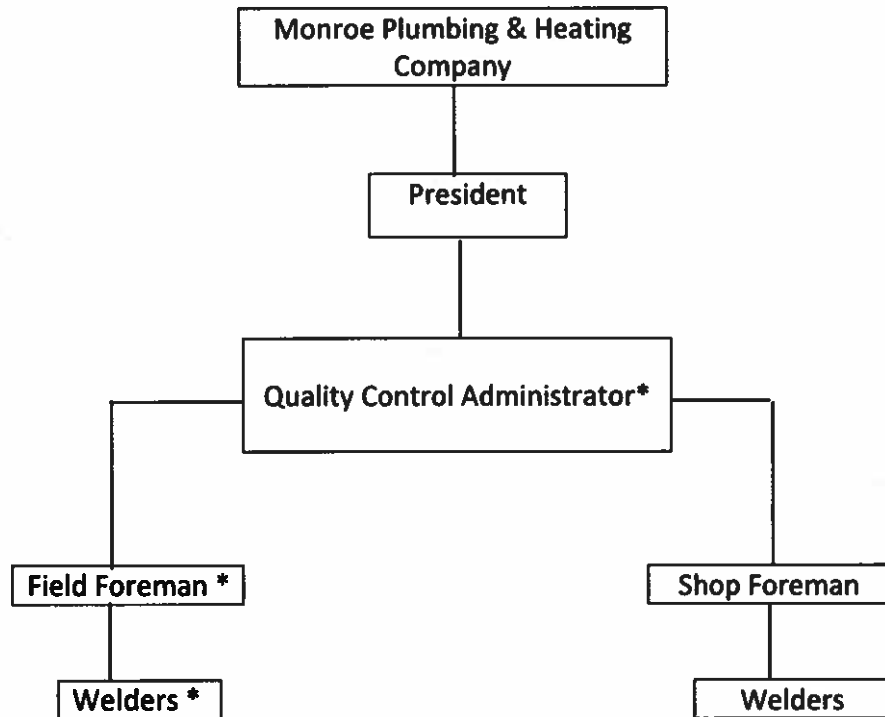
Karol Straub
President
5-25-2021



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

ORGANIZATIONAL CHART



* Field Personnel



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3607
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

Calculations, Drawings & Specifications

301 – Responsibility

The Responsibility of assigning project identification, preparing, checking and approval of all Code drawings, design calculations, and specifications will be by our Quality Control Administrator (QCA). The Quality Control Administrator will check design documents whether they are prepared by Monroe Plumbing & Heating Company or by others.

302 – Availability to Authorized Inspector

The drawings, design calculations and specifications will be filed by project identification in duplicate files at the job site and office. This information is available for review at either location to the Authorized Inspector. The Quality Control Administrator will review drawings, specifications, & calculations with the Authorized Inspector prior to fabrication.

303 – Drawings will Contain as a minimum:

- Bill of Material
- Weld Identification
- Weld Details
- WPS to be used
- Code Edition
- NDE
- PWHT

304 – Revisions

Revisions to drawings, calculations & specifications will be handled in the same manner as the original by the Quality Control Administrator & the original will be retrieved and destroyed or marked as obsolete.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/2021

Material Code

401 Purchase Order forms – See Form MA-1

The Quality Control Administrator is responsible for preparing the Purchase Order (Exhibit MA-1). The Quality Control Administrator reviews and approves the Purchase Order as indicated by signing in the Purchasing Agent space. No non-code materials are ordered on that Purchase Order.

The Quality Control Administrator will refer to the Bill of Materials when preparing a Purchase Order for all Code material. All Code materials will be ordered SA, SB, SFA, or other acceptable Code materials.

The original Purchase Order is sent to the vendor and copies to the project field file and office file.

Substitution of material must have approval of the Quality Control Administrator and the acceptance of the AI.

402 Receiving Inspection

The Quality Control Administrator goes to the material reviewing area and checks each item for conformance with the Purchase Order, and records on the Receiving Inspection Report (Exhibit MA-6).



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/2021

- 403 **Material Test Reports, when required by code, shall be checked against Section II of the ASME Code and the Quality Control Administrator will so note his approval by signature/initial and date on Material Test Report.**
- If all material complies with the Purchase Order, the Receiving Inspection Report will be marked approved and signed by the Quality Control Administrator. One copy is filed in the project field file and one in the office file.
- Once the Material has been verified as acceptable, it will be moved out of the material reviewing area.
- 404 **Acceptable Items & Identification**
- Code required markings will be transferred prior to cutting of material into smaller pieces. This will be verified by the Quality Control Administrator.
- 405 **If the receiving inspection reveals nonconforming materials, the Quality Control Administrator indicates these items as non-code on the packing list and handles them per Section 900.**
- 406 **If further material testing is required, at receiving or during manufacturing, it shall be handled with a Non-Conformity Report in accordance with Section 900 of this manual.**



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

Examination & Inspection

501 Job Traveler

The Quality Control Administrator will prepare a Job Traveler (Form MA-3 & MA-3A) for all Code work. A copy shall be filed in the project field file or office file as appropriate.

Quality Control Administrator shall present the Job Traveler to the Authorized Inspector for incorporation of his hold points prior to start of fabrication.

502 Inspection

Quality Control Administrator will notify the Authorized Inspector when the hold points are ready for his inspection. The work will proceed only after the specific inspections (hold points) deemed necessary by the Authorized Inspector have been completed and accepted by initialing and dating the Job Traveler.

503 Hydrostatic Test

The Quality Control Administrator is responsible to conducting Hydrostatic Tests. Pressure gauges for Hydro Tests shall be approximately double the test pressure, but no less than 1-1/2 times nor more than 4 times the test pressure and such that the Quality Control Administrator, the operator and AI can verify when test pressure is reached. Alternatively, a digital gauge may be used having a wider range provided the readings have the same or greater degree of accuracy.

504 Quality Control Administrator is responsible for custody of the ASME Certification Mark. The Certification Mark shall be applied with the authorization of and in the presence of the AI. The Quality Control Administrator is responsible for preparation & certification of the Manufacturer's Data Report (MDR). He shall present the MDR to the AI for his review & signature.

The abbreviation MPH may be used for stamping.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

Welding

601 Welding Conformity

All welding will conform to requirements of ASME Section IX and any additional requirements of Section I & B31.1

602 Responsibility

The Quality Control Administrator has the responsibility for the preparation, qualification & certification of all WPS, PQR's and WPQR's. Monroe Plumbing & Heating Company may use NCPWB Welding Procedures. The Quality Control Administrator is responsible for selection of the Welding Procedures used. Individuals performing supervisory activities related to welder/procedure qualification shall meet welder requirements.

603 Qualified Welding Procedures

WPS's are available to the workers in the work area.

604 Qualified Welders

The Shop/Field Foreman will be responsible for assigning qualified Welders.
The Quality Control Administrator shall maintain, through the NCPWB a Welders Continuity Log (see Exhibit MA-4). Welders will be requalified when they have not welded in a specific process for 6 months or more.
The Quality Control Administrator or the AI may require WPS or welder requalification for cause.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

605 Identification of Individual Welds

Each Welder shall be assigned a unique ID by the QCA.

Code Welds will be stamped with welder's identification number or recorded on the Job Traveler.

606 Purchase and Storage of Welding Consumables

Code welding materials are ordered for stock and may be ordered and received without the use of a Purchase Order or receiving report. The QCA shall inspect shipments of welding materials for proper SFA/AWS marking and condition of packaging. If acceptable the QCA shall release the material for Code use by initialing the containers and placing into stock.

Materials shall be stored per the recommendations of the manufacturer or ASME Section II Part C. Any material showing signs of dampness, water damage or other damage shall be discarded. All filler metal shall be inspected by the welder prior to use.

Low hydrogen electrode shall be stored in sealed containers or in a heated rod oven per manufacturer's or ASME Section II Part C recommendations. Electrodes will be issued in limited quantities to be used within a 4-hour period. Any rod left out for an appreciable time and not used within the 4-hour period shall be discarded



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/2021

Nondestructive Examination

700 Current design and fabrication does not include the use of NDE other than VT. If required for future work, this manual section will be revised to reflect the necessary controls before use.

VT personnel shall be qualified in accordance with ASME B31.1 and Monroe Plumbing and Heating Company procedure VT-1, or as an alternative, we may use an AWS QC1 inspector.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

HEAT TREATING

800

Due to limitations on thickness of materials used in Code fabrication, no heat treatment is required or used. If required, this manual section will be revised to reflect the necessary controls prior to use.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

Correction of Nonconformities

- 900** **Definition of Nonconformity**
- A nonconformity is a condition prior, during or after Code work that does not satisfy the minimum requirements as set forth in this Quality Control Manual, applicable Codes, or the Jurisdictional requirements.
- 901** **Shop/Field Foreman Responsibilities**
- Shop/Field Foreman are responsible for identifying, segregation, and tagging non-conforming items. He then shall initiate a Non-Conformity Report (NCR) (See MA-2) to the Quality Control Administrator.
- 902** **The Quality Control Administrator Responsibilities**
- The Quality Control Administrator develops a disposition regarding the nonconformity and obtains concurrence of the Authorized Inspector.
- 903** **The Quality Control Administrator documents the resolution of the Nonconformity on Form MA-2**
- The Quality Control Administrator maintains records of the nonconformance & verifies that the proper solution is achieved. After completion of Disposition, the Quality Control Administrator & the Authorized Inspector shall reinspect the item and if acceptable, close out the NCR by signing and dating the NCR. The Quality Control Administrator verifies about the resolution of the nonconformity. This form will be maintained in the permanent job file as a record that the nonconformity was resolved.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

Calibration

1000 Calibration

The QCA shall be responsible for the calibration of measuring and test equipment. The Quality Control Administrator will purchase new gauges with certifications prior to each test. Alternatively, pressure gauges may be calibrated annually. Micrometers and calipers will be checked prior to each use against a calibrated standard. This standard shall be replaced if damaged. If any questions or doubts of the accuracy of any measuring or test equipment arise, it shall be immediately removed from service.

1001 Light Meters

If used, light meters shall be calibrated annually. Alternately a light source verification may be used and demonstrated only once.



506 COOPER STREET P.O. BOX 30/
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

Record Retention

- 1100 The Quality Control Administrator shall maintain Manufacturer's Data Reports, RT film, RT/UT reports, and welder continuity records, for a minimum of 5 years.
- 1101 Manufacturer's Data Reports will be distributed as follows:
- 1). Jurisdiction when required.
 - 2). Owner
 - 3). Authorized Inspector (when requested)
 - 4). Job File



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

Authorized Inspector

1200 Identification of The Authorized Inspector and The Authorized Inspection Agency.

Monroe Plumbing & Heating Company maintains an Inspection Agreement with an ASME Accredited Authorized Inspection Agency. Monroe Plumbing and Heating Company will notify ASME and National Board any time that the contract is cancelled with the AIA or changes to another AIA are made.

The AI shall be an Inspector employed by the State or Municipality of the United States, Canadian Province, or employed by an Insurance Company authorized to write boiler and pressure vessel insurance.

The AI shall have a valid Authorized Inspector Commission issued by the National Board.

1201 The QCA is responsible for the initial contact with the Authorized Inspector for a new project.

The Quality Control Administrator will notify the Authorized Inspector of ASME Code work to be performed prior to commencing on the job.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

- 1202 The QCA shall present any quality system changes to the Authorized Inspector prior to implementation.
- 1203 Quality Control Administrator to Notify Authorized Inspector when ready for inspection as to time and date
- The Quality Control Administrator will inform the Authorized Inspector when ready for Code inspection.
- 1204 The Authorized Inspector shall have free access to all Code Design Drawings, Specifications, Purchase Orders and all job records he may wish to review along with free access to all areas where code activity is occurring.
- The Quality Control Administrator will have available all material records, drawings and purchase orders for review by the Authorized Inspector.
- 1205 Authorized Inspector to be informed and concur with the resolution of all Non-Conformities prior to implementation of resolution.
- Should there be any Non-Conformities, the Authorized Inspector shall be made aware of them and his recommendations will be followed and concurred with.
- 1206 A controlled copy of this Quality Control Program will be presented to the Authorized Inspector for his use.
- 1207 The Authorized Inspector has free access to all locations where Code Work is being performed.
- 1208 Access granted above shall also apply to Authorized Inspector's Supervisor.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

MANUAL CONTROL

1300 The Quality Control Administrator is responsible for preparation, approval, and revision of the QC Manual. He shall review Code Editions when issued and if required, revise this manual within 6 months of issue date of Edition. Revisions to this manual will be by section except exhibits may be revised individually and noted on the exhibit index. This review shall be documented by the QCA on a memo to file.

The Quality Control Administrator approval and AI acceptance of revision to this manual shall be documented by signature and date on Index.

Only controlled manuals will be used by Monroe Plumbing & Heating Company's personnel. A list of controlled manuals shall be kept by the Quality Control Administrator.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision 0
Date: 5/25/21

EXHIBITS

FORM	TITLE	REVISION	DATE
MA-1	Purchase Order	0	2/14/12
MA-2	Nonconformity Report	0	2/14/12
MA-3	Job Traveler	0	3/16/18
MA-3A	Job Traveler	0	3/16/18
MA-4	Welders Continuity Log	0	2/14/12
MA-5	National Board Form "R" Number Log	2	5/25/21
MA-6	Receiving Inspection Report	0	3/16/18



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 3/6/18

MA-2
Nonconformity report

NCR # _____
Job # _____
Date: _____

RECEIVING INSPECTION _____
IN PROCESS _____
DOCUMENT _____

PROBLEM:

Found By: _____
Date: _____

DISPOSITION:

Approved By: _____
Date: _____
AI Concur _____
Date: _____

CUSTOMER APPROVAL REQUIRED: Yes _____ No: _____

REINSPECTION

Nonconformity Cleared

Quality Control Administrator: _____ Date: _____

Authorized Inspector: _____ Date: _____



506 COOPER STREET P.O. BOX 307
 MONROE, MICHIGAN 48161-0307
 FAX: (734) 241-3602
 PHONE: (734) 241-4277

Revision: 0
 Date: 3/6/18

**MA-3
 Job Traveler**

Drawing# _____

JOB NAME: _____
 JOB NUMBER: _____
 QLTY CONTROL ADMIN APPROVAL: _____ DATE: _____
 AI REVIEW _____ DATE: _____

	DATE	Quality Control Admin Inspection Approval	Authorized Inspection Approval
1). Calculations & Drawings	_____	_____	_____
2). Material Receiving & Marking	_____	_____	_____
3). Lay-Out	_____	_____	_____
4). Material Preparation	_____	_____	_____
5). Job Traveler	_____	_____	_____
6). Hydro Testing @ _____ psi Gauge Used ID # _____	_____	_____	_____
7). NCR closed	_____	_____	_____
8). Stamping Code	_____	_____	_____
9). Data Report	_____	_____	_____



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

2/9/2018

NCPWB Welder Certification System

National Certified Pipe Welding Bureau
NCPWB of Northwestern Ohio (Toledo)

Exhibit MA-4
Revision 0
2/14/12

Continuity Records: **John Cunningham**

UA Welder ID: 001660288 Stamp: 24AC84

TYPE	DATE	DESCRIPTION	CONTRACTOR
Continuity	12/29/2017		MONROE PLUMBING
Continuity	11/30/2017		MONROE PLUMBING
Continuity	10/31/2017		MONROE PLUMBING
Continuity	09/29/2017		MONROE PLUMBING
Continuity	07/31/2017		MONROE PLUMBING
Continuity	06/30/2017		MONROE PLUMBING
Continuity	05/31/2017		MONROE PLUMBING
Continuity	04/28/2017		MONROE PLUMBING
Continuity	02/28/2017		MONROE PLUMBING
Continuity	01/31/2017		MONROE PLUMBING
Continuity	12/30/2016		MONROE PLUMBING
Continuity	10/31/2016		MONROE PLUMBING
Continuity	09/30/2016		MONROE PLUMBING
Continuity	07/29/2016		MONROE PLUMBING
Continuity	06/30/2016		MONROE PLUMBING
Continuity	05/31/2016		MONROE PLUMBING
Continuity	03/31/2016		MONROE PLUMBING
Test	11/02/2015	WPQT-04-R	Monroe Plbg
Continuity	10/31/2015		Monroe Plbg
Continuity	09/30/2015		Monroe Plbg
Continuity	08/31/2015		Monroe Plbg
Continuity	07/31/2015		Monroe Plbg
Continuity	06/30/2015		Monroe Plbg
Continuity	02/28/2015		Monroe Plbg
Continuity	01/31/2015		MONROE PLUMBING
Continuity	10/31/2014		MONROE PLUMBING
Continuity	08/29/2014		MONROE PLUMBING
Continuity	06/30/2014		MONROE PLUMBING



506 COOPER STREET P.O. BOX 307
 MONROE, MICHIGAN 48161-0307
 FAX: (734) 241-3602
 PHONE: (734) 241-4277

Revision: 0
 Date: 3/6/18

Exhibit MA-6

Receiving Inspection Report

Job # :		Vendor:	
PO# :		Date:	
Quantity :	Specification:	Fitting:	
Product:			
Dimensions:		Diameter OD:	
Schedule:	Length:		
Visual Inspection Acceptable:		B16 Dimensions Acceptable:	
Actual Material Marking:			
Marking Acceptable to Specification:		MTR/CofC Acceptable to Specification:	
Accept	Reject	Comments:	
Quality Control:		Initials/Date:	

Job # :		Vendor:	
PO# :		Date:	
Quantity :	Specification:	Fitting:	
Product:			
Dimensions:		Diameter OD:	
Schedule:	Length:		
Visual Inspection Acceptable:		B16 Dimensions Acceptable:	
Actual Material Marking:			
Marking Acceptable to Specification:		MTR/CofC Acceptable to Specification:	
Accept	Reject	Comments:	
Quality Control:		Initials/Date:	

Material Approval:
 QC Manager: Initials/Date



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

MECHANICAL & WELDED REPAIRS/ALTERATIONS

1501 Scope of Work

Shop & field metallic repairs and alterations to Pressure Retaining Items are made in accordance with the applicable requirements of NBIC, jurisdictional requirements, and this Quality Control Program.

Where any provision herein presents a direct or implied conflict with any jurisdictional regulation, the jurisdictional regulation shall govern.

1502 DRAWINGS, DESIGN, & SPECIFICATIONS

The NBIC Edition will be recorded on the Job Traveler.

Drawings (as appropriate) and specifications shall be prepared, reviewed and approved in accordance with Section 300 of this manual to describe the repair or alteration in sufficient detail prior to performing the activity. The drawing may be a sketch, which is documented on the Job Traveler, prepared by the QCA.

The QCA shall, prior to the start of work, provide the Inspector with drawings, procedures, checklists, and any other documents, including a copy of the original Manufacturer's Data Report (if available) necessary for the Inspector to accept the repair and designate Hold Points.

Documents for Field use shall be issued as described in this manual to the QCA at the field location.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

1503 REPAIR/ALTERATION METHODS

The repair methods shall be performed in accordance with the requirements of this manual.

1504 MATERIALS

Materials shall be controlled as described in Section 400 of this manual. The QCA shall verify the identification of existing materials from Manufacturer's Data Report (if available), drawings, the original construction documentation or additional testing of the materials. When the original Manufacture Data Report cannot be obtained, agreements on the method of establishing basis for the repair or alteration shall be obtained from the Inspector and the Jurisdiction when required. When existing material cannot be verified, at a minimum, chemical analysis and hardness testing shall be performed.

When material is issued for field use, copies of the PO's are issued with the shipment.

1505 METHOD OF PERFORMING WORK

The method of performing repairs or alterations shall be handled as described throughout this manual. The Inspector shall perform the duties and have all the opportunities described throughout this manual for the AI, to assure compliance to the NBIC. The method of repair or alteration shall have prior acceptance of the QCA and the Inspector.

The QCA shall arrange access to the Code Item for the Inspector so, he may make any inspections he deems necessary to accept the repair or alteration. The QCA keeps the Inspector informed of the progress of work so that he will be available to make Hold Points.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

1506 WELDING, NDE, AND HEAT TREATMENT

The QCA shall be responsible to assure that the welding procedures; Welders are qualified in accordance with the original Construction Code used. If used, the Standard Welding Procedures Specifications referenced in the applicable Edition of the NBIC may be used without revision or change after they are signed by the QCA. All procedure qualifications records and all Welders qualification records shall be certified by the QCA and available for review by the Inspector. It is also the QCA's responsibility to assure that the Welders maintain their qualifications per Section 600 of this Manual. The QCA will maintain a Welder Continuity Log for a minimum of 5 years.

1507 HEAT TREATMENT

Preheat shall be performed as stipulated per the qualified Welding Procedure Specification.

Postweld heat treatment is not used at this time.

Alternatives to postweld heat treatment acceptable to the Inspector may be used if the original methods are inadvisable or impractical. The alternative methods of postweld heat treatment or special welding methods are described in the applicable Edition of the NBIC. Competent technical advice shall be obtained prior to using these alternate welding methods.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

1508 NONDESTRUCTIVE EXAMINATION (NDE)

Welded repairs shall be subjected to the same NDE requirements as with the original Construction Code of the pressure-retaining item. NDE other than VT is not used at this time.

1509 REPLACEMENT PARTS

Monroe Plumbing & Heating Company does not intend to fabricate and supply parts as defined in the NBIC.

1510 PRESSURE TESTS

The pressure tests shall be applied by the Field Foreman as specified on the Job Traveler and witnessed by the QCA and the Inspector.

The Field Foreman shall be responsible for all activities relating to pressure testing of repairs or alterations.

Repairs or alterations shall be pressure tested in accordance with the applicable NBIC Edition using water or other liquid medium.

The Field Foreman and Inspector shall hold the pressure test for a minimum of 10 minutes prior to the final examination.

When contamination of the pressure vessel contents by liquids is possible or when pressure testing is not practical, other methods shall be used as follows:



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

1510 Continued

Pressure test may be a pneumatic test provided the QCA gets the concurrence of the Inspector, jurisdictional authority where required and the owner. Precautionary requirements of the applicable section of the Original Code of Construction shall be applied.

1511 CALIBRATION

The calibration of pressure gauges, measurement, examination and test equipment and documentation of calibration shall be performed per Section 1000 of this Manual and shall be in accordance with the standard used for construction.

1512 NONCONFORMING ITEMS

A nonconformity is any condition which does not comply with the applicable rules of the NBIC, construction Code, jurisdictional requirements or this Quality Control System.

The system described in Section 900 of the Manual shall be used. All nonconformities shall be corrected or eliminated before the repair component can be considered in compliance with the NBIC.

ACCEPTANCE, STAMPING & DOCUMENTATION

The Field Foreman shall stamp or attach a Nameplate adjacent to the original stamping in accordance with the applicable Edition of the NBIC, only when authorized by the Inspector. After the stamping is performed the Field Foreman shall return the stamp to the QCA who shall maintain custody and control of the "R" stamp. The ASME Code item shall not be re-stamped with the ASME Code symbol.

Upon completion of repair activities, the QCA reviews all documentation for compliance to the NBIC. If acceptable, the QCA shall prepare and certify the applicable NBIC Report Form from final records.

NBIC REPORT FORM

FORM R-1 Report of Repair
FORM R-2 Report of Alteration
FORM R-4 Report of Supplementary Sheet for
additional data

The final records and applicable NBIC Report Form are presented to the Inspector for review and certification when satisfied that all Code of construction and NBIC requirements have been met.

The QCA shall distribute legible copies of the NBIC R Form together with attachments to the owner or user, the Inspector (if requested), the jurisdiction (if required) and the AIA responsible for in-service inspection of the pressure vessel. One copy will be placed in the job file for retention.

When the altered item was registered with National Board, or the repair is to be registered, and Form "R" Number shall be controlled and issued by the QCA and the R-Form shall be registered with the National Board. He shall maintain a National Board Form "R" Number Log (see Exhibit MA-5) of issuance showing the date



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

1513 Continued

Inspector accepted, description of item, and serial number. The National Board "R" Number shall be issued in sequence without skips or gaps.

"R" Forms registered with the National Board shall be sent within 60 days of completion.

All records used to substantiate repairs or alterations and "R" Forms shall be retained on file for a minimum of 5 years. All records referenced in this Section are available for review by the Inspector.

1514 NATIONAL BOARD COMMISSIONED INSPECTOR

An individual who holds a valid National Board IS or AI Commission, with the R Endorsements. The Inspector shall be employed by one of the following:

The Jurisdiction.

The AIA on contract/agreement by this organization.

The Insurance Inspector which insures the pressure retaining item.

1515 ROUTINE REPAIRS

Prior to performing routine repairs this organization shall determine that routine repairs are acceptable to the Jurisdiction where the pressure retaining item is installed and with concurrence of the Inspector. The Jurisdiction may mandate specific additional or other requirements not directly specified in the current NBIC.



506 COOPER STREET P.O. BOX 307
MONROE, MICHIGAN 48161-0307
FAX: (734) 241-3602
PHONE: (734) 241-4277

Revision: 0
Date: 5/25/21

1515

Continued

Routine repairs under this organization shall be performed per this quality control system including all documentation; however, the requirement for in-process involvement of the Inspector and stamping may be waived if allowed by the jurisdiction, and accepted by the Inspector.

The Routine Repairs shall be documented on the Repair Procedure and the R-I Repair Form with a statement in the remarks; "Routine Repair". The repair procedure shall be approved by the QCA and accepted by the Inspector prior to use.

The form along with the appropriate documents shall be Submitted to the Inspector for review and acceptance prior to signing the form

Visual Inspector Certification

This is to Certify that

Thomas Theisen

(X) has completed 8 hours of instruction and 4 hours of on-the-job training in visual inspection of materials, piping components, and pipe welding and fabrication using ASME B31.1 and other materials. In addition, he/she has been orally examined and observed in the inspection of piping fabrication.

(X) has performed visual inspection satisfactorily during the last year and is certified to continue performing visual inspection during the next year.

(X) has performed a written exam and observed in the inspection of piping fabrication and is certified to resume performing visual inspection during the next year.

We hereby certify that he/she is qualified to perform visual inspection of piping fabrication in accordance with B31.1.

Edward Theisen
President

Date: 2/14/12

TRAINING OF VISUAL INSPECTION PERSONNEL

Quality Control Inspectors who perform visual examination of Code welds shall be trained, qualified and certified in accordance with the following minimum requirements.

- 1). Each Inspector shall be instructed in the essentials of welding inspection, including his duties and responsibilities, familiarity with the welding processes which will be used, basic metallurgy of the metals to be inspected, typical preheating & post weld heat treatment requirements, types of defects which will be encountered, welding symbols and drawings which will be used, tools used to measure and examine welds and reports and records which will be kept, as well as any other inspection requirements which are unique to the product being constructed.
- 2). Each Inspector will be given on-the-job training sufficient to familiarize him with the correct interpretation of indications of defects which will be encountered. This training time shall be sufficient to assure adequate assimilation of required knowledge, but not less than four hours. Inspectors who are already qualified to perform PT or MT may be exempted from this training at the discretion of the Quality Control Manager.
- 3). The near-vision acuity of each Inspector shall be determined and documented annually. This shall consist of demonstration of the ability to read Jaeger 1 or equivalent letters at a distance of not less than 12 inches, and to distinguish between colors.
- 4). Upon completion of the above, each inspector shall be given an oral or written examination and a performance examination by the Quality Control Manager to determine if that Inspector is qualified to perform visual examination.
- 5). Upon successful completion of the examination, the Quality Control Manager shall complete the Visual Inspector Certification Form, sign and date it and place it in the Inspector's personnel file.

- 6). The Quality Control Manager shall complete a Visual Inspector Certification Form annually for each Inspector. Any Inspector who has not performed visual inspection for more than one year shall have his/her near vision acuity determined, be given an examination by the Quality Control Manager and be certified again before his is permitted to perform visual inspection.
- 7). Substantial changes in product, equipment or procedures, as determined by the Quality Control Manager, shall require retaining and certification of Inspectors.
- 8). Individuals, who are qualified to AWS QC-I, Standard for Qualification and Certification of Welding Inspectors, may be accepted as qualified to perform visual inspection without training and certification. Annual documentation of visual acuity is, however, still required.

I have reviewed ASME Code Sections I, II Parts A-D, V, IX & B31.I
Edition: _____

QCA Date _____

Criteria 24



August 17, 2022

Monroe Plumbing & Heating Company
506 Cooper Street
Monroe, MI 48161

To Whom It May Concern:

I am writing to verify the Experience Modification Factor (EMF) for the Worker's Compensation policy for Monroe Plumbing & Heating Company for the past three years. The modification factors are as follows:

Michigan – Intrastate

9/1/22-23 – 0.79

9/1/21-22 – 0.64

9/1/20-21 – 0.65

These factors have been verified via the experience modification sheets provided by the State bureau as found in our files.

Sincerely,

Brandon Kellam, AINS CPCU
Marketing Underwriter
517-898-6235

Criteria 28+29



506 COOPER ST. P.O. BOX 307
MONROE, MICHIGAN 48161-0307
PHONE: (734) 241-4277

121 N. TECUMSEH ST.
ADRIAN, MI 49221
PHONE: (517) 280-5511

**MONROE PLUMBING & HEATING COMPANY
EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT**

It is the policy of **Monroe Plumbing & Heating Company** to:

- 1). Recruit, hire and promote into all job classifications without regard to race, color, creed, national origin, sex, religion, age, height, weight, marital status, arrest & arrest records, handicap or veteran's (including Vietnam veteran's) status.
- 2). Make employment and promotional decisions by utilizing objective standards based on the individual's qualifications as they relate to a particular job vacancy and to the furtherance of equal employment opportunity.
- 3). Insure that all other personnel actions, such as compensation benefits, transfers, layoffs, return from layoff, Company sponsoring training, education tuition assistance, social and recreation programs will be administered without regard to race, color, creed, national origin, sex, religion, age, height, weight, marital status, arrest & arrest records, handicap & veterans status.

Thomas Theisen, Vice President is the designated EEO Coordinator at this facility. Thomas Theisen's responsibility is to implement and to monitor adherence to this policy. Employees should feel free to contact Thomas Theisen should they experience any problems.

I personally make my commitment to all of the objectives of equal employment opportunity and expect the cooperation and participation of all employees of the Company in achieving these objectives.

Karol Straub
11/14/22

INDUSTRIAL & COMMERCIAL MECHANICAL CONTRACTORS

PROPOSAL

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

Date: 11/17/2022

In compliance with your invitation for bids dated **October 14, 2022** to perform **CITY OF JACKSON WTP SODIUM HYDROXIDE SYSTEM IMPROVEMENTS**

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

1. individual, resident of N/A
doing business as N/A
at N/A
2. partnership, consisting of N/A
and N/A
under the firm name of N/A
3. corporation by the name of L.D. Docsa Associates, Inc.
organized and existing under the laws of the State of Michigan
with offices at 300 S. 8th Street, Kalamazoo, MI 49009

(strike inapplicable clauses)

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

FEDERAL ID# 38-1717281

(Corporate Seal, if applicable)

Name of Bidder: L.D. Docsa Associates, Inc.

Signed By: _____

Its: Scott DeVoll, Vice President

BID SHEET

PROPOSAL FOR: CITY OF JACKSON WTP SODIUM HYDROXIDE SYSTEM IMPROVEMENTS

DATE:

**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	10/20/2022

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

ITEM NO	DESCRIPTION	TOTAL COST
1	Project Bid (Total Project)	<i>\$547,000.00</i>
TOTAL BID WRITTEN OUT: <i>Five hundred forty seven thousand dollars even</i>		

Submitted Bid:	<i>\$547,000.00</i>
Labor Costs:	<i>\$275,000.00</i>

Materials Costs:	\$ 247,000.00
Equipment Costs:	\$ 25,000.00
Possible Change Orders:	UNSURE

Bidder's Name:	L.D. Docsa Associates, Inc.
Address:	300 S. 8th Street
City, State, Zip:	Kalamazoo, MI 49009
Telephone:	269.349.7675
Fax:	269.349.2511
Email Address:	sdevoll@lddocsa.com
Federal ID Number:	38-1717281

Bid Signed By:	Scott DeVoll	Print or Type
Title:	Vice President	

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By  its Vice President

CONTRACT COMPLIANCE

DATE: October 14, 2022
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

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

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

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

Dated: 11/17/2022

By: L.D. Docsa Associates, Inc.
(Bidder's Name)

By: 
(Signature)

By: Scott DeVoll, Vice President
(Title)

300 S. 8th Street
Address

Kalamazoo
City

MI 49009
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

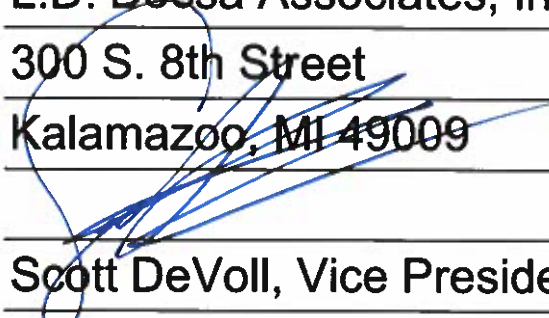
The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical 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: L.D. Docsa Associates, Inc.

ADDRESS: 300 S. 8th Street
Kalamazoo, MI 49009

SIGNED BY: 

TITLE: Scott DeVoll, Vice President

DATE: 11/17/2022

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: 11/17/2022

By: L.D. Docsa Associates, Inc.
(Bidder's Name)

By: 
(Signature)

By: Scott DeVoll, Vice President
(Title)

300 S. 8th Street
Address

Kalamazoo
City

MI 49009
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

ss

COUNTY OF Kalamazoo)

Scott DeVoll, being first duly sworn, deposed and says that:

1. He is Vice President of, L.D. Docsa Associates, Inc.
the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 11/17/2022

By: L.D. Docsa, Associates, Inc.

(Company)

By: Scott DeVoll, Vice President

(Title)

Subscribed and sworn to before me, a Notary Public, this 17 day of Nov,
2022.

Farah A. Decker

Farah A. Decker

Notary Public, Kalamazoo County,

My commission expires: 01/21/2025

FARRAH A. DECKER
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES Jan 21, 2025
ACTING IN COUNTY OF Kalamazoo

SECTION C

Subcontractors

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

C+ Electrical

2593 Saidla Rd. Kalamazoo, Mi 49001

**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

I, Scott DeVoll an authorized representative of L.D. Docsa Associates, Inc.

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

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

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

Dated 11/17/2022



Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name Scott DeVoll, Vice President	Company L.D. Docsa Associates, Inc.
Telephone 269.349.7675	Email Address sdevoll@lddocsa.com

Contract or matter pending with the City:

WTP Sodium Hydroxide System Improvements

I, Scott DeVoll, Vice President, 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 relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

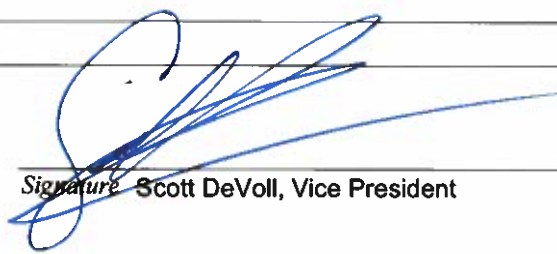
Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

- None of the above apply.

Dated:



Signature Scott DeVoll, Vice President

STATE OF MICHIGAN)
 Kalamazoo) SS
 COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 17 day of November, 2022,

By Farrah A. Decker Farrah A. Decker

FARRAH A. DECKER
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF KALAMAZOO
 MY COMMISSION EXPIRES Jan 21, 2025
 ACTING IN COUNTY OF Kalamazoo

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	L.D. Docsa Associates, Inc.
ADDRESS:	300 S. 8th Street
CITY, STATE, ZIP:	Kalamazoo, MI 49009
TELEPHONE:	269.349.7675
OFFICERS:	
President: Jason Docsa, P.E.	Email Address: jdocsa@lddocsa.com
Vice President: Scott DeVoll	Email Address: sdevoll@lddocsa.com
Secretary: Bobbie Suchan	Email Address: bsuchan@lddocsa.com
Treasurer: Jason Docsa, P.E.	Email Address: jdocsa@lddocsa.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 32 yrs	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	2012

CRITERIA 3:

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

State of MI Builders #2102-009924

State of MI Professional Engineer #6201045121

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

N/A

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.

Will provide confirmation if we are the low bidder.

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.

Will provide verification if LDD is the low bidder.

CRITERIA 6 (ATTACHMENT REQUIRED)

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

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. * Will provide if low bidder.

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

Will provide if we are low bidder.

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:	* See attached Certificate of Insurance
-------	---

Type of Coverage:	
-------------------	--

Telephone:	
------------	--

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.

* LDD currently employes 30 field staff members. Subcontractors laborers are employed under subcontracted business entities and are not independent contractors.

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:

A drug test is required at time of hire and randomly thereafter. See drug policy in LDD handbook for more information.

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.
Will provide if we are low bidder.

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.
See employees handbook.

CRITERIA 16:

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

Will provide if we are the low bidder.

CRITERIA 17:

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

N/A unless owner initiated or unforeseen site conditions.

CRITERIA 18:

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

Will provide resumes if we are low bidder.

CRITERIA 19 (ATTACHMENT REQUIRED):* See attached references.

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

CRITERIA 20:

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

Will provide if we are low bidder.

CRITERIA 21:

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

Yes, to the best of our ability.

CRITERIA 22 (ATTACHMENT REQUIRED):* See attached previous projects.

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

CRITERIA 23:

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

N/A

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

Yes

No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

Yes

No

CRITERIA 26 (ATTACHMENT REQUIRED): N/A

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

CRITERIA 27:

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

N/A

CRITERIA 28 (ATTACHMENT REQUIRED): * See LDD handbook

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

CRITERIA 29:

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

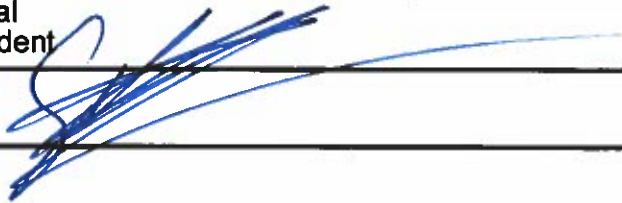
See LDD employee handbook.

L.D. Docsa Associates, Inc.

Print Firm Name/Principal
Scott DeVoll, Vice President

Signature/Principal
11/17/2022

Date



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

L.D. Docsa Associates
300 8th Street
Kalamazoo, MI 49009

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City of Jackson - Sodium Hydroxide System improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this 17th day of November, 2022.



(Witness) Farrah Decker, CC

L.D. Docsa Associates
(Principal) _____ (Seal)

By: 

(Title) Scott DeVoll, VP

Hudson Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Lori Ann King-Clyde, Attorney-in-Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Janice L. Stickle, Lori Ann King-Clyde, Daniel Cusenza, Heather Buonodono
of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 23rd day of June, 20 22 at New York, New York.



Dina Daskalakis

Attest
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By *Michael P. Clifone*
Michael P. Clifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 23rd day of June, 20 22 before me personally came Michael P. Clifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

Ann M. Murphy

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

(Notarial Seal)



CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 17 day of November, 20 22



By *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary



ADDITIONAL REMARKS SCHEDULE

AGENCY The Campbell Group		NAMED INSURED L D Docsa Associates, Inc. 300 S. 8th Street Kalamazoo MI 49009	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Workers Compensation: A waiver of subrogation shall apply for employers' liability (workers compensation)

Umbrella: Follows Form



PROJECT REFERENCES

City of Jackson

November 17, 2022

Benton Harbor – St. Joseph Joint Wastewater Treatment Plant

Tim Lynch, Plant Manager

269 Anchors Way

St. Joseph, MI 49085

tlynch@qtm.net

Ph: (269)983-7719

Project Experience(s): Benton Harbor – St. Joseph Joint WWTP; Benton Harbor-St. Joseph WWTP Submersible Pump Station; Benton Harbor –St. Joseph Railing Replacement; Benton Harbor – St. Joseph Joint WWTP New Headworks Improvements; Benton Harbor – St. Joseph Joint WWTP Aeration System Improvements

City of Kalamazoo

Ryan Stoughton, PE, Asst. City Engineer

1415 North Harrison St.

Kalamazoo, MI 49007

stoughtonr@kalamazoocity.org

Ph: (269) 337-8736

Project Experience(s): Kalamazoo Water Reclamation Plant; RAS Pump Replacement; Several Plant Maintenance, Improvements and Service Projects

Clemens Food Group

Tim Wehr, Capital Improvements Director

2700 Clemens Road

Hatfield, PA 19440

timw@clemensfoodgroup.com

Ph: (610) 349.6599

Project Experience(s): New 1.5 MGD Wastewater Pretreatment Plant – Coldwater, MI; Service Projects – Coldwater, MI; Pretreatment Project – Hatfield, PA; New Wastewater Treatment Plant – Hatfield, PA; Service Projects – Hatfield, PA



City of Three Rivers

Doug Humbert
Wastewater Treatment Plant
409 Wolf Rd.
Three Rivers, MI 49093
dhumbert@threeriversmi.org
Ph: (269) 273-5885

Project Experience(s): Three Rivers WWTP Ferric Chloride Tank Improvements; Three Rivers Clean Water Plant Improvements; Misc. Plant Maintenance Projects

Paw Paw Lake Area Wastewater Treatment Plant

Lloyd Taylor, Wastewater Treatment Plant Superintendent
4689 Defield Road
Coloma, MI 49038
pplwwtp@gmail.com
Ph: (269) 468-7888

Project Experience(s): PPLA Final Clarifier Improvements; PPLA Headworks Improvements; Misc. Plant Maintenance Projects

The Campbell Group

 **ACRISURE** Agency Partner

June 2, 2022

L D Docsa Associates Inc.
300 S 8th Street
Kalamazoo, MI 49009

Dear Farrah,

Re: Intrastate Experience Modification Factor for LD Docsa Associates, Inc.

For purposes of prequalification information, please be advised that the intrastate experience modification factor three-year history is as follows:

06/01/2022– 06/01/2023	1.00
06/01/2021– 06/01/2022	1.00
06/01/2020 – 06/01/2021	1.00

Please advise if you have any questions or need additional information.

Sincerely,

Malissa DeVormer

Malissa DeVormer
Senior Account Manager
(616) 541-1458
mdevormer@thecampbellgrp.com

SCHEDULE B

Previous Experience



17-040	Lawton WWTP Improvements	\$1,457,709.92	4/25/2017
Project Manager	Scott DeVoll (L.D. Docsa Associates, Inc.)	sdevoll@liddocsa.com	269-349-7675
Architect (Primary)	Anna Horner, EIT (Wightman & Associates, Inc.)	ahorner@wightman-assoc.com	(269) 487-9604
Superintendent	Dave Yeck (L.D. Docsa Associates, Inc.)	dyeck@liddocsa.com	269-349-7675
17-060	Dowagiac Replace Clarifier	\$314,000.00	8/31/2017
Owner (Primary)	Jim Bradford (City of Dowagiac)		(269)782-8427
Architect (Primary)	Oscar Loveless (Wightman & Associates, Inc.)	oloveless@wightman-assoc.com	(269)927-0100
Superintendent	Scott Coburn (L.D. Docsa Associates, Inc.)	scoburn@liddocsa.com	269-349-7675
17-080	Jackson Pump Station Improv.	\$2,532,264.92	7/30/2017
Superintendent	Chris Yeck (L.D. Docsa Associates, Inc.)	cyeck@liddocsa.com	269-349-7675
Architect (Primary)	Thomas Grant, P.E. (Hubbell, Roth & Clark, Inc.)	tgrant@hrc-engr.com	(616)454-4286
Owner (Primary)	Todd Knepper (City of Jackson)	tknepper@cityofjackson.org	(517)768-6142
17-090	Kalamazoo WW TSS Analyzers	\$85,000.00	6/19/2017
Owner (Primary)	James "Jim" Cornell (City of Kalamazoo)	cornellj@kalamazoo-city.org	(269)337-8644
17-120	KVCC Gardening Clean Water Pro	\$180,287.60	7/31/2017
Superintendent	Jerry Covell (L.D. Docsa Associates, Inc.)	jcovell@liddocsa.com	269-349-7675
Architect (Primary)	Brian Boyer (Kieser & Associates, Inc)	bboyer@kieser-associates.com	(269) 344-7117
Owner (Primary)	Terry Sibberson (Kalamazoo Valley Community Col)	tsibberson@kvcc.edu	269-373-7987
17-160	BHSJ WWTP Aeration Sys Impv II	\$1,315,000.00	2/1/2018
Owner (Primary)	Tim Lynch (Benton Harbor-St. Joseph Joint)	tlynch@qtm.net	(269)983-7719
Architect (Primary)	Maria Cristina Winegar P.E. (AE COM)	Maria.Vicario@aecom.com	312-373-6799
Superintendent	Bret Eckhart (L.D. Docsa Associates, Inc.)	beckhart@liddocsa.com	269-349-7675
17-170	Kinross Comb.Heat & Power Impr	\$3,756,061.27	2/28/2018
Superintendent	Woody Grover (L.D. Docsa Associates, Inc.)	wgrover@liddocsa.com	269-349-7675
Architect (Primary)	Joseph Benjamin, P.E. (Fleis & Vandenbrink Engineeri	jbenjamin@fveng.com	(616)942-3607
18-020	Fray's Park Improvements	\$164,000.00	12/27/2017
Owner (Primary)	Monica Johnson (City of Kalamazoo)	johnsonm2@kalamazoo-city.org	269-337-8603
Project Manager	Jollie Allen (J. Allen & Company, Inc.)	jollieasphalt@sbcglobal.net	(269) 388-3000
Superintendent	Jerry Covell (L.D. Docsa Associates, Inc.)	jcovell@liddocsa.com	269-349-7675
18-040	PPLA Final Clarifier	\$760,323.96	4/17/2018
Architect (Primary)	Aaron Davenport, P.E. (Jones & Henry Engineers)	adavenport@jheng.com	(269) 353-9650
Superintendent	Scott Coburn (L.D. Docsa Associates, Inc.)	scoburn@liddocsa.com	269-349-7675
18-070	Coopersville WWTP-Effl.Pump/UV	\$1,184,800.97	3/26/2018
Architect (Primary)	David J. Kuipers, P.E. (OMM Engineering, Inc.)	dkuipers@ommengineering.com	616-957-4350
18-080	Verona Pump Station	\$872,737.01	6/11/2018
Architect (Primary)	Aaron Davenport, P.E. (Jones & Henry Engineers)	adavenport@jheng.com	(269) 353-9650
Superintendent	Bret Eckhart (L.D. Docsa Associates, Inc.)	beckhart@liddocsa.com	269-349-7675
18-110	Escanaba WWTP-Replace Blowers	\$330,740.30	6/7/2018
Superintendent	Woody Grover (L.D. Docsa Associates, Inc.)	wgrover@liddocsa.com	269-349-7675
Owner (Primary)	Jeff Lampi (City of Escanaba WWTP)	jlampi@escanaba.org	906-786-1303

18-120	Owosso Sludge Thickener Impv.	\$557,720.00	6/15/2018
	Superintendent Scott Coburn (L.D. Docsa Associates, Inc.)	scoburn@liddocsa.com	269-349-7675
	Architect (Primary) Brian VanZee (C2AE)	brian.vanzee@C2AE.COM	(517)371-1200
18-160	Gun Lake WWTP Improvements	\$1,734,699.04	7/25/2018
	Project Manager Scott DeVoll (L.D. Docsa Associates, Inc.)	sdevoll@liddocsa.com	269-349-7675
	Superintendent Bret Eckhart (L.D. Docsa Associates, Inc.)	beckhart@liddocsa.com	269-349-7675
	Architect (Primary) Aaron Davenport, P.E. (Jones & Henry Engineers)	adavenport@jheng.com	(269) 353-9650
18-170	Carbon Limestone Landfill	\$2,829,678.98	7/25/2018
	Architect (Primary) Steven Losie (ET Environmental Corporation)	slosie@etenv.com	(404) 926-1782
	Superintendent Tom Philp (L.D. Docsa Associates, Inc.)	tphilp@liddocsa.com	269-349-7675
18-220	BHSJ Existing Headworks Imp.	\$1,473,336.75	10/15/2018
	Architect (Primary) Maria Cristina Winegar P.E. (AE COM)	Maria.Vicario@aecom.com	312-373-6799
	Superintendent Dave Yeck (L.D. Docsa Associates, Inc.)	dyeck@liddocsa.com	269-349-7675
	Owner (Primary) Tim Lynch (Benton Harbor-St. Joseph Joint)	tlynch@qtm.net	(269)983-7719
18-250	Howell Media Replacement	\$287,453.50	12/17/2018
	Architect (Primary) Trevor Wagenmaker (Hubbell, Roth & Clark, Inc.)	TWagenmaker@hrcenr.com	(248) 454-6564
	Superintendent Jerry Covell (L.D. Docsa Associates, Inc.)	jcovell@liddocsa.com	269-349-7675
19-030	Hart Biopure Blower Replacemen	\$1,592,480.00	4/11/2022
	Owner (Primary) Lynne Ladner (City of Hart)	lladner@cityofhart.org	231-873-3546
	Superintendent Joseph Roussey (L.D. Docsa Associates, Inc.)	jroussey@liddocsa.com	269-349-7675
19-080	SSM 14th St. Booster Station	\$205,385.36	6/12/2019
	Superintendent Randy Tompkins (L.D. Docsa Associates, Inc.)	rtompkins@liddocsa.com	269-349-7675
19-120	Traverse City WWTP Digester 3	\$922,629.90	9/17/2019
	Owner (Primary) Art Krueger, P.E. (City of Traverse City)	akrueger@traversecitymi.gov	231-922-4900
	Architect (Primary) Brian VanZee (C2AE)	brian.vanzee@C2AE.COM	(517)371-1200
	Superintendent Joseph Roussey (L.D. Docsa Associates, Inc.)	jroussey@liddocsa.com	269-349-7675
19-140	Three Rivers Final Clarifier	\$674,663.06	7/24/2019
	Architect (Primary) Aaron Davenport, P.E. (Jones & Henry Engineers)	adavenport@jheng.com	(269) 353-9650
	Owner (Primary) Doug Humbert (City of Three Rivers)	dhumbert@threeriversmi.org	(269) 273-5885
	Superintendent Bret Eckhart (L.D. Docsa Associates, Inc.)	beckhart@liddocsa.com	269-349-7675
20-010	Muskegon Pump Station	\$11,702.26	2/4/2020
	Architect (Primary) Peter Brink (Prein & Newhof)		(616) 364-8491
	Superintendent Dave Yeck (L.D. Docsa Associates, Inc.)	dyeck@liddocsa.com	269-349-7675
20-090	Mason WTP Blower Replacement	\$283,362.93	4/11/2022
	Architect (Primary) Donald B. Heck, P.E. (Wolverine Engineers & Surveyor)	donh@woleng.com	(517) 676-9200
	Superintendent Joseph Roussey (L.D. Docsa Associates, Inc.)	jroussey@liddocsa.com	269-349-7675



EMPLOYEE POLICY HANDBOOK

Updated 2016

L.D. Docsa Associates, Inc.

300 S. 8th Street | Kalamazoo, MI 49009 | 269.349.7675



Contents

INTRODUCTION.....	6
EMPLOYMENT STATUS.....	7
Equal Employment Opportunity	7
Discrimination/Harassment Prohibited.....	7
Sexual Harrassment	8
Complaint Procedure	8
Non-Retaliation	9
False Complaints.....	9
STANDARDS OF EMPLOYEE CONDUCT AND BEHAVIOR.....	10
Behavior	10
General Housekeeping.....	11
Dress Code	11
Work Day	11
TRAINING	11
EMPLOYEE CLASSIFICATIONS	12
Definitions of Employment	12
Continuous Service	13
Absenteeism and Tardiness	13
Reviews	13
Personnel Files	14
COMPENSATION	14
Payroll	14
Wage Rates and Raises	15
Payroll Deductions	15
Garnishments or Wage Assignments	16
Pay Advance.....	16
Paid Time Off.....	16

LEAVES OF ABSENCE	18
Medical and Personal Leaves of Absence	18
Jury Duty	19
Military Leave of Absence.....	20
Military Reserves or National Guard Leave of Absence	20
BENEFITS.....	20
Insurance Plans	20
Pension Plan 401(k)	21
Other Benefits.....	21
VEHICLES.....	22
Personal Vehicle Use.....	22
Company Vehicles.....	22
TRAVEL AND EXPENSES.....	22
Mileage	22
Gas & Credit Cards.....	23
NO SOLICITATION	23
SECURITY KEYS.....	23
SAFETY POLICY	24
TOOLS AND EQUIPMENT	25
Company Tools and Equipment	25
Employee Tools and Equipment	25
Computers, Computer Systems and Electronic Media Equipment Use	26
Cell Phone Usage	28
Personal Telephone Calls	29
SUBSTANCE ABUSE	29
Communication	30
Covered Workers	30
Applicability	30

Prohibited Behavior	31
Notification of Convictions.....	31
Drug Testing.....	31
Return-to-Work Agreements	33
Shared Responsibility.....	33
Assistance	34
Confidentiality.....	34
WEAPONS POLICY	34
Searches.....	35
VIOLATIONS	36
ABRITRATION AGREEMENT AND PROCEDURE.....	36
ADMINISTRATIONS OPTION	37
INSURANCE ADDENDUM	38
Life Insurance.....	38
Health Insurance.....	38
Disability Insurance	39
SOCIAL SECURITY PRIVACY POLICY.....	39
APPENDIX A.....	41
Employee Rules of Conduct	41
APPENDIX B.....	43
APPENDIX C.....	44
Discrimination or Harassment Compliant Form	44
APPENDIX D.....	45
Safety Violation Notice Three-Step System.....	45
APPENDIX E.....	46
State of Michigan Prop 18-1 Marijuana Law	46

RECEIPT AND ACKNOWLEDGMENT OF AT-WILL EMPLOYMENT.....47

INTRODUCTION

This is your personal copy of the L.D. Docsa Associates, Inc., Policy Handbook.

L.D. Docsa is a professional firm organized to provide general construction contracting services to clients at a profit. Operating on this scale requires a host of trained, competent, ambitious people whom possess various skills and who have mastered the ability to work together efficiently, effectively and proficiently.

Good teamwork produces the best results. Each individual is an important member of this team of specialists. Regardless of how exulted or humble your title, you are important to L.D. Docsa and its clients. Our clients and this company rely upon you to successfully complete each project. If you have a problem, please feel free to discuss it with your supervisor. He/she will be happy to discuss it with you. An appointment can be made with the office if you do not receive a satisfactory answer, or wish to discuss it further.

L.D. Docsa has been built slowly and steadily over a period of years with very careful and deliberate attention paid to customer satisfaction. Maintaining our professional reputation is the key to our continued success. As are all professional practices, our reputation is based upon client goodwill. Goodwill is won by many actions over a long period of time. However, customer goodwill can be forever lost by indiscretion, or quickly destroyed by careless and irresponsible work, action, or poor attitude. You have been entrusted with the responsibility of maintaining and building this firm's goodwill. To the degree that you meet this commitment, the company, and you, will be successful.

Please take time to read this handbook and keep it as a reference. If you have questions, discuss them with your supervisor, or the office. Welcome and Good Luck!!

EMPLOYMENT STATUS

It is our policy that all employees are employed at-will at the discretion of L.D. Docsa for an indefinite period. Employees may resign at any time and employment may be terminated by L.D. Docsa at any time, with or without notice and with or without cause. The policies contained in this handbook serve as examples only and shall not in any way limit the company's power or right to terminate any employee for any reason or no reason at all on company's sole judgment.

Equal Employment Opportunity

L.D. Docsa is an equal opportunity employer. It is our policy to hire qualified applicants and to make employment decisions for all employees without regard to race, religion, color, marital and/or familial status, age, height, weight, sex, national origin, or disability. We will base all employment decisions upon an individual's qualifications and references for the position available. We will make promotional decisions based on the individual's work record and qualifications as related to the position for which the employee is being considered.

Discrimination/Harassment Prohibited

L.D. Docsa is an equal opportunity employer and prohibits discrimination and harassment of all kinds. Specifically, the company will not tolerate harassment or discrimination on the basis of race, color, sex, age, religion, height, weight, national origin, marital or familial status, or disability.

As part of L.D. Docsa's policy of equal opportunity employment, this company strictly prohibits abusing the dignity of anyone through ethnic, racist, sexist or other derogatory comments, slurs, statements, jokes or other objectionable conduct in violation of this policy. The company believes that all employees are entitled to a workplace free of harassment,

and expects that all employees will treat each other and our customers with courtesy, dignity and respect.

Sexual Harassment

This company prohibits any employee, male or female, from engaging in actions, which sexually harasses other employees by:

- (a) making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature, a condition of the employee's employment; or
- (b) making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or
- (c) stating or implying that a particular employee's advances in employment have resulted from the granting of sexual favors or the establishment or continuance of a sexual relationship; or
- (d) stating or implying that a particular employee's deficiencies in performance are attributable in whole or in part to the sex of that person; or
- (e) commenting on particular characteristics associated with a particular sex; or
- (f) creating an intimidating, hostile or offensive working environment by such conduct.

Complaint Procedure

Any employee who believes that he or she has been subjected to any sexual harassment, as defined above, or any harassment based upon his or her race, color, sex, age, religion, height, weight, national origin, marital or familial status, or disability, should file a written complaint on the form attached to these policies within forty-eight (48) hours after the incident(s) occur. The company will immediately investigate and resolve the matter. If the alleged act was committed by someone other than the employee's immediate supervisor, and that supervisor did not participate in and was unaware of that conduct, the employee should register the complaint initially with his or her immediate supervisor. If the employee is dissatisfied

with the resolution by the supervisor, or if the supervisor was involved in the conduct, or if, after notifying the supervisor, the harassment continues, the employee should contact the president of the company immediately.

Upon receipt of the complaint, an impartial investigation of all complaints will be undertaken immediately. Any supervisor or other employee who has been found, after appropriate investigation by the company, to have harassed or discriminated against another employee will be subject to appropriate discipline, up to and including discharge.

Non-Retaliation

The company trusts that all employees will continue to act responsibly to establish a working environment free of discrimination. The company encourages employees to raise any questions they may have regarding discrimination with management.

The company not only prohibits harassment, but also strictly prohibits any retaliation against any employee who, in good faith, has registered a complaint under this procedure. Any supervisor or employee of the company who, after investigation, has been determined to retaliate against an employee for utilizing the complaint procedure will be subject to appropriate discipline up to and including discharge. Any employee who believes he or she has been retaliated against for exercising the rights guaranteed under this policy should utilize the complaint procedure or notify the president of the company. A form for filing a complaint is attached at the end of these policies. Additional forms may be obtained from any supervisor.

False Complaints

Any employee who files a complaint, which is knowingly false when made, will be subject to immediate discipline up to and including discharge.

WARNING: Harassment, including sexual harassment or other forms of prohibited conduct, may lead to personal liability. Any person engaged in such conduct may be compelled by a court to pay money damages to victims of harassment.

STANDARDS OF EMPLOYEE CONDUCT AND BEHAVIOR

Behavior

There are certain types of behavior which are unacceptable in a workplace. In order to preserve its prerogative to control the workplace and maintain a safe and efficient working environment for all employees, the company adheres to an employment-at-will policy, meaning that the employment relationship may be terminated by either the company or an employee at any time, with or without cause, and with or without notice for any or no reason. There are certain types of disciplinary actions, which may be taken by the company at its discretion, from time to time. It is not bound to utilize these types of disciplinary actions in any sequence or in any particular circumstances. The types of disciplinary actions, which may be utilized by the company, are as follows:

- (1) Verbal warning
- (2) Written warning
- (3) Suspension without pay
- (4) Discharge

Attached to this handbook as Appendix "A" are the company's current rules of conduct. These rules list certain types of behavior, which may result in the imposition of disciplinary action. They are not all inclusive, as it is impossible to list all types of improper behavior, which may require disciplinary action by the company.

General Housekeeping

General housekeeping is important to the image of the company as well as the safety of employees. You are expected to keep your work area as neat as possible.

Dress Code

Office and field employees are expected to dress in appropriate attire, at the management's discretion and in accordance with MIOSHA and OSHA regulations.

Work Day

Normal work hours in the field are from 7:30 a.m. to 3:50 p.m., with a 30-minute lunch hour and one (10) ten-minute break, mid-morning. Summer hours are 7:00 a.m. to 3:20 p.m. beginning approximately May 1st and ending approximately October 1st, or at Superintendent's discretion. Ten minute clean-up times at the end of the employee's shift is allowed if needed. Business needs may at times make the following conditions mandatory: overtime, shift work, rotating work schedules, or a work schedule other than the usual.

Normal work hours in the office are from 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch and two (10) ten minute breaks.

TRAINING

We recognize that working on a job can be a continuous learning opportunity. To help you learn and grow on your job, you will be given guidance and coaching by your supervisor and various consultants. Education provides the two-fold benefit of self-improvements for the employees and enhanced job knowledge for the betterment of the team. We will participate in seminars, training programs and apprenticeship

schools pertinent to the various trades. Arrangements for these opportunities can be made through the office.

L.D. Docsa may participate in an educational cost reimbursement with employees. Prior approval for potential reimbursement by management required.

SCHEDULE OF REIMBURSABLES TUITION AND BOOKS	
GRADE	% OF REIMBURSEMENT
A	100%
B	75%
C	50%
D & E	0%

*Employees are responsible for all other supplies.

Reimbursement is restricted to the apprentice training program. Other classes will be considered if related to our business and approved in advance by management.

EMPLOYEE CLASSIFICATIONS

L.D. Docsa will maintain standard definitions of employment and will classify employees in accordance with these definitions.

Definitions of Employment

As an employee, you are classified as one of the following:

Salary Employee; Employee paid at an annual rate for an undetermined amount of hours worked.

Hourly Employee; Employee paid on the basis of an hourly rate according to the number of hours worked.

Continuous Service

Definition of continuous service is uninterrupted employment. Continuous service is broken by the following:

- (5) Termination of employment by company.
- (6) Resignation by the employee.
- (7) Lay-off lasting more than two (2) full months.
- (8) Absence from work for more than three (3) consecutive working days without notifying the supervisor.

Absenteeism and Tardiness

Every absence from work must be reported to your supervisor. If you are going to be absent or late for work, your immediate supervisor should be notified as soon as possible so that arrangements can be made to cover your work area. Occasional work absenteeism is expected and will not affect your record, providing satisfactory explanation is given. Chronic absenteeism or tardiness will lead to dismissal.

Reviews

Supervisors will endeavor to give each employee a ninety (90) day review and an annual performance review. Evaluations will be signed by the employee and the supervisor and/or the president of the company, and placed in the employee's personnel file. The review will be based on such factors as the quality and quantity of job performance, job knowledge, initiative, and the employee's attitude towards his/her work and other employees. This will also be an opportunity to re-affirm expectations of both the company and the employee and set future goals. Salary or wage adjustments may be made at this time and will not normally be made at

other times unless an employee's job classification changes. While formal reviews may only take place once each year, it is understood that an employee's performance may be discussed at any time deemed appropriate. Supervisors will endeavor to conduct annual reviews during the first calendar quarter for all personnel. Wage increases and benefits occur during this time.

Personnel Files

Information recorded in your personnel record is extremely important to you and the company. If you change your marital status, address, phone number or have an increase or decrease in the number of your dependents, be sure to report such changes to the office at once. The changes affect your status as a taxpayer and the deductions taken from your paycheck in this connection. Such change may also affect the benefits payable clause, or the named beneficiary in your benefit plans.

Equally important, if some emergency arises, correct information will enable us to quickly reach your family.

COMPENSATION

Payroll

Employees are paid every Friday. Should any payday fall on a holiday, payday will be on the preceding day.

The pay period is from Sunday through the following Saturday. Supervisors are to have their time sheets into the office on Monday morning. When working out of town, time should be called or faxed in on Monday mornings. The time sheet should also be turned in when returning to the office.

L.D. Docsa encourages employees to take advantage of direct deposit. Your payroll check to be deposited in your account on Friday. A copy of the payroll check will be mailed to you.

Employees electing not to participate in the direct deposit system will have their payroll check mailed to them.

If you feel that an error has been made in your paycheck, contact the office.

Wage Rates and Raises

Hourly construction workers will have a base wage rate. This rate will apply for all jobs that do not have a prevailing wage rate. An employee working on a prevailing wage job will be paid the higher of his/her base rate or the prevailing wage rate.

When the prevailing wage rate includes fringe benefits, all company paid fringe benefits will be applied toward this amount and the balance will be paid to the employee.

Overtime will be paid for all hours actually work over forty (40) in a work week at a rate of one and one-half times the base rate, or as mandated by law on prevailing wage rate projects.

Payroll Deductions

We are required by law to deduct Federal Withholding Tax and State Income Tax from your paycheck. The amount of these deductions is determined by your salary and the number of exemptions. Should your marital status or number of exemptions change, please contact our office.

Also, out of your paycheck will come deductions for social Security and Medicare (FICA) at a rate established by Federal law. The company matches your contribution and the total amount is credited to your Social Security account by the social Security Administration.

At the end of the year, you will receive a W-2 form for filing with your income tax returns. This will show your total earnings and tax deductions for the year.

Residents of the City of Battle Creek, Springfield or any city with income tax will have the appropriate City Income Taxes deducted.

Other applicable deductions such as Insurance, Flex Plan, AFLAC, 401 (K) Pension Plan, or Friend of the Court (child support) may also be deducted from your paycheck.

If you have any questions about payroll calculations, contact the office.

Garnishments or Wage Assignments

An employee will be notified concurrent with L.D. Docsa filing the proper documentation with the respective agency and transmitting any monies due from the employee.

Pay Advance

Employees are not permitted to borrow on their earnings in advance of payday and checks cannot be issued before the due date. Exceptions can be made at management discretion.

Paid Time Off

Vacation, holiday and sick leave are combined as paid time off (PTO). PTO hours are to be used for sick days, holidays, vacation, medical and dental appointments, etc. Hours allowed for PTO are calculated as described below.

The Firm's Board of Directors will establish PTO for officers.

During the first three months of employment, paid time off shall be calculated based on employee's total days of work, but shall not accrue to

the employee. If employment continues beyond the first three months of employment, the staff member shall receive specified PTO for those first three months. If employment is terminated at or prior to the first three months of employment, no PTO will be paid.

PTO is based on the number of years the staff member is employed by the Firm, and is accrued at the following rates for full-time staff members.

YEARS OF SERVICE ACCRUED HOURS	TOTAL DAYS	ACCRUAL HRS EVERY 2 WEEKS	TOTAL
ADMINISTRATIVE STAFF			
1 AND 2	15	5	120
3 AND 4	21	7	168
5 THRU 9	26	8	208
OVER 9	31	10	248
FIELD STAFF			
1 THRU 3	7	2	56
4 THRU 7	14	4	112
OVER 7	22	7	176
*ACCRUAL WILL BE FOR 25 PERIODS PER YEAR			

For part-time staff members, PTO hours are prorated based on the average number of hours to be worked each year.

PTO is intended to be taken for general physical and mental health and relaxation and staff members are to take advantage of PTO time earned. PTO time will not be compensated with cash payments and must be used as intended.

However, due to the nature of the construction business, 40 hours of PTO time will be allowed to be carried over per year into the next year, but no

more than 80 hours of PTO time can be accumulated and carried over. See example:

Year 2002; 50 hours remaining – Carry over 40. (lose 10 hours.)

Year 2003; 80 hours remaining which includes the 40 hours carried over from 2002 – Carry over 80. (Lose 0 hours. This total includes hours from the previous year of carry over.)

Year 2004; 90 hours remaining which includes 80 hours from previous years – Carry over 80. (Lose 10 hours. 80 hours maximum allowable and 80 hours already banked from previous 2 years.)

Scheduling vacations or any other scheduled time off should be coordinated with immediate supervision or general superintendent. This should be done as far in advance as possible to avoid conflicts with project activities.

If an employee is off due to lay-off, disability leave, or military leave, time will stop accruing after 6 weeks. If an employee is off for a workers compensation claim, time will stop accumulating after 26 weeks.

LEAVES OF ABSENSE

Medical and Personal Leaves of Absence

A medical or personal leave of absence may be granted for up to fourteen (14) continuous days, without pay, to a regular full-time employee who has been employed continuously for one (1) year. A leave of absence is not required for absence due to illness of less than three (3) workdays.

All requests for leave must contain the reason for the leave, the date leave will begin, and the anticipated date of return. All requests must be made in writing and submitted to the office as far in advance as possible for approval. Doctor statements may be required in advance for a medical

leave approval. A doctor's authorization may also be required to return to active employment.

Group insurance coverage will continue during an approved leave of absence. During a leave of absence, the employee may not enter into any other employment. If an employee does become employed while on leave, the company will consider such action to be a voluntary resignation.

The employee is expected to return to work from a leave of absence on or before the scheduled return date. In the event an employee does not return on or before the scheduled return date without an approved extension (which may be granted on a case by case basis), the company will consider such action to be a voluntary resignation.

The company will hold the employee's job and continue benefits for the fourteen (14) days of an employee's approved leave. In the event an absence in excess of fourteen (14) days is required, the employee may be eligible to continue health insurance benefits as provided by law and pursuant to the insurance carrier's requirements.

A medical leave of absence due to an on-the-job injury at an L.D. Docsa work site may be available up to a maximum of twenty-six (26) weeks.

Accommodations and exceptions to this policy may be granted on a case by case basis. An employee seeking such an accommodation should contact the company in writing as soon as practical to request such an accommodation.

Jury Duty

If you are absent from work because of jury duty in a Federal or State Court, you will receive the difference between what you received as jury pay and your regular pay. Pay received will be at the base rate unless returning to a prevailing wage job that same day. On any day when you are excused or released from jury duty, you are expected to return to your work within a

reasonable period of time after dismissal. A maximum of three (3) days of jury service will be paid.

Military Leave of Absence

If you are a full-time employee and or called to duty in the U.S. Armed Forces, you will be eligible for re-employment in accordance with applicable law after completing military service.

Military Reserves or National Guard Leave of Absence

Employees who serve in U.S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obligated to do so.

You are expected to notify your manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

BENEFITS

Insurance Plans

All employees will be eligible for membership in our group insurance plans after ninety (90) days of continuous employment. Employees not electing coverage when first eligible will not be offered coverage until the next annual enrollment period. See addendum for details.

Pension Plan 401(k)

L.D. Docsa has a 401 (K) Profit Sharing Plan and Trust program. An employee can elect to participate in the plan on the first enrollment date following the month in which the employee completed his/her first year of service.

The employee can elect to have deductions made from his/her paycheck based on a percent of wages or a specific amount per week, up to the amounts allowed by law.

Once an employee elects to join the 401 (K) plan, he/she can only withdraw for one of the following reasons, as stated in the plan.

1. Retirement withdrawal – minimum age 59 ½.
2. Participant's death.
3. Disability.
4. Termination of Employment.
5. Termination of the Plan.

All guidelines of the plan will be followed. Further details of the plan are available through the accounting department.

Other Benefits

L.D. Docsa also participates in various State and Federal Programs which benefit you. These are Social Security, Workers Compensation and Unemployment Compensation.

We contribute to these programs so that you will have an income at the time of your retirement or in the event of disability, injury on the job, or loss of employment.

VEHICLES

Personal Vehicle Use

Use of employee vehicle for company business may occur. L.D. Docsa will assist in maintenances of these vehicles at management's discretion. All unauthorized maintenance expenses will not be reimbursed by L.D. Docsa.

Company Vehicles

A copy of the driving policy signed by each employee must be on file prior to use of a company owned vehicle. Company vehicles are intended for business use only. Any unauthorized personal use or abuse will result in a loss of the vehicle.

TRAVEL AND EXPENSES

Mileage

An employee will be required to work "out of town". An "out of town" job will be defined as any job greater than fifty (50) miles away from the closer of the employee's residence or the office. Travel expense will be paid based on distance from the job to the closer of the employee's residence or the office. The rate of reimbursement will be 90% of the IRS allowable rate per mile. Mileage will not be paid over 50 miles if the project is a prevailing wage project. Car-pooling will be required when appropriate. The superintendent may provide transportation. Scheduling will be at the superintendent's discretion based upon his/her daily job related responsibilities.

When working on an "out of town" project, lodging, meal allowances, etc. will be reviewed on a case by case basis with management prior to starting the project. Travel time will only be paid one way and only on projects that

require lodging. These jobs will be known as *** “non-committing” projects.

Gas & Credit Cards

Employees may be advanced company credit/gas cards during employment. These cards are to be used for related business only. Any unauthorized personnel use or abuses will result in confiscation. The abusive charges will be paid by the employee.

NO SOLICITATION

Non-employees are prohibited from engaging in solicitation of any kind on company premises.

Employees are prohibited from engaging in solicitation of any kind in the working areas of company facilities during the working time of any person being solicited. In addition, solicitation is prohibited during non-working time. Charitable solicitation may be permitted upon prior authorization from management.

SECURITY KEYS

Keys for company facilities, vehicles, trailers, gang boxes and equipment will be issued to employees as required facilitating the performance of their duties. Any employee who is entrusted with a key becomes responsible to maintain the security of whatever the key protects. In no case should company keys be copied or given to any unauthorized person. Care must be taken that keys are not lost or left in any location accessible to unauthorized persons.

Any employee who observes or suspects that an unauthorized person has access to any company property should report it to the office immediately.

All keys signed out to an employee must be returned at the time of lay-off or dismissal before the final pay is issued.

SAFETY POLICY

Carelessness breeds injury. Poor health or injury can break-up your home and/or future. To protect yourself and those around you, you are asked to cooperate fully by observing rules at all times.

L.D. Docsa employees will follow all guidelines set by OSHA, MIOSHA, ACOE EM385 and the L.D. Docsa Associates, Inc., Job Site Safety Manual. As noted in the Safety Policy violations of safety rules will be documented using the form attached in Appendix D.

It is the Policy of this company to maintain a safe and healthful workplace. The company has implemented a Safety Program to help further this policy. (See the LD Docsa Associates Safety Manual).

Employee safety is of utmost importance to the company. Any unsafe or hazardous working condition (whether involving a company employee or another entity's) should be brought immediately to the attention of your supervisor.

Safety and health involves individual responsibility on the part of every employee. The company expects all employees to constantly be aware of any action or condition, which is or might be unsafe, unhealthy or careless, and to act and work in a safe manner.

Never allow an accident to go unreported. If you are injured on the job, regardless of how slight the injury may appear to be, report it promptly to your supervisor. Any injuries of a serious nature must be handled at once by the nearest immediate care facility. Treatment of alleged injuries at a later time may not be covered by Worker's Compensation and the employee may be responsible for the medical charges.

TOOLS AND EQUIPMENT

Company Tools and Equipment

Proper care and use must be given to all power equipment. Report all unsafe conditions or equipment to your supervisor or to the office. Mistreatment of company tools, vehicles and equipment will not be tolerated; disciplinary procedures will result with possible discharge to employee. Employees are responsible for company tools that they have checked out. There is absolutely no “personal” use of company equipment, job sites, main office, maintenance shop or grounds.

Employee Tools and Equipment

All employees shall provide themselves with sufficient tools to perform a day’s work. All saw horses, work benches, and power tools shall be furnished by the Employer. All employees will be required to have their tools in good working condition when reporting to work with the Employer. Items customarily furnished by the employees include the following:

1. Appropriate Clothing.
2. Rubber Boots as needed.
3. Hard hats (company will provide employee with one hard hat at the outset of employment; employees will be responsible to obtain subsequent hard hats).
4. Safety glasses.

In addition to the above items, skilled trades are expected to provide additional tools. They are listed in Appendix B:

Computers, Computer Systems and Electronic Media Equipment Use

Producing, exchanging and retrieving information electronically by taking advantage of computer technology presents valuable opportunities for LD Docsa Associates. While employees are encouraged to use this new technology, its use carries important responsibilities. LD Docsa Associates employees are expected to exhibit the same high level of ethical and business standards when using this new technology as they do with more traditional workplace resources.

Computer systems are owned by LD Docsa Associates and are provided for the use of LD Docsa Associates employees. The use of information systems is a privilege extended by LD Docsa Associates, which may be withdrawn at any time. An employee's use of computer systems may be suspended immediately upon the discovery of a possible violation of these policies. A violation of the provisions of this policy may result in disciplinary action up to and including termination.

Computers, computer systems and electronic media equipment (including computer accounts, voice mail, laptop computers, printers, networks, software, electronic mail, Internet and World Wide Web access connections) at LD Docsa Associates are provided for the use of LD Docsa Associates employees for LD Docsa Associates business-related use. It is the responsibility of LD Docsa Associates employees to see that these information systems are used in an efficient, ethical and lawful manner.

The company reserves the right to monitor computer and e-mail usage, both as it occurs and in the form of account histories and their content. The company has the right to inspect any and all files stored in any areas of the network or on any types of computer storage media in order to assure compliance with this policy and state and federal laws. The company will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual computer and e-

mail activities. The company also reserves the right to monitor electronic mail messages and their content. Employees must be aware that the electronic mail messages sent and received using company equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by company officials at all times. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate company official.

The following policies relate to the responsible use of computers and computer services and electronic media resources at LD Docsa Associates:

1. These resources are LD Docsa Associates property and are to be used solely for business purposes. The authorization to use these resources can be revised, restricted or revoked at any time.
2. Fraudulent, harassing, threatening, discriminatory, sexually oriented, descriptive or explicit material, whether pictorial or written or obscene or offensive messages and/or materials are not to be transmitted, printed, requested or stored. "Chain letters," solicitations and other forms of mass mailings are not permitted.
3. Employees are responsible for protecting their own passwords. Sharing user ids, passwords and account access codes or numbers is discouraged. Employees may be held responsible for misuse that occurs through such unauthorized access.
4. LD Docsa Associates provides an electronic mail system and network connections for internal and external business communication and data exchange purposes. Although employee passwords are required for access, these systems cannot guarantee confidentiality. In fact, use and access may be monitored and tracked by management at any time. Even though files, data, or messages may appear to be "deleted," procedures by the company to guard against data loss may preserve material for extended periods of time.
5. In order to maintain and assure company access to company data, no employee is permitted to use encryption devices whether hardware or software based, other than encryption enabled web browser software

authorized by the Technology Specialist, on a company computer without express written authorization. Any employee authorized to use encryption coding devices and other security protection devices must provide the applicable keys and codes in a sealed envelope to the Technology Specialist where they will be retained in a secure environment.

6. Introducing or using software designed to destroy or corrupt the company's computer system with viruses or cause other harmful effects is prohibited. Employees are required to use the company-provided anti-virus software. Employees may not use proxy servers or other anonymizers for the purpose of disguising internet browsing or computer usage.
7. No employee may add hardware, software, or peripherals, which are not owned by LD Docsa Associates, without the express written permission of the Technology Specialist. This restriction includes, but is not limited to, privately owned sound cards, palm devices, printers, personally owned software such as games or screen savers or unlicensed shareware.

Cell Phone Usage

Cell phones provided by the company are and remain company property. Accordingly, employees should be aware that all billings, calls, texts, and other usage of company cell phones are subject to review, and employees have no expectation of privacy with regard to the same. The phone numbers associated with company issued cell phones remain the property of the company. Bills shall be reviewed regularly, and lost or stolen phones are to be reported immediately. Employees shall use cell phones in a responsible manner, being mindful of maintaining privacy while using cell phones in public places for company matters, and using the cell phone (including any camera on the cell phone) in accordance with company expectations of conduct. Employees shall be responsible for any charges associated with non-business use of company cell phones.

Of increasing concern to L.D. Docsa are the dangers of distracted driving. Therefore, L.D. Docsa will not tolerate texting, talking, taking pictures, or any other usage of a hand-held phone while operating a company vehicle or

while using a hand held device for business purposes while operating a personal vehicle. This includes, but is not limited to, answering or making calls, engaging in phone conversations, and reading or responding to emails and text messages.

L.D. Docsa employees are required to:

1. Turn cell phones off or put on silent or vibrate before starting the car.
2. Pull over to a safe place if a call must be made or received while on the road.

Violations of this policy will result in appropriate discipline, up to and including discharge.

Personal Telephone Calls

Company telephone lines are not to be used for personal long distance calls or excessive local calls. They must be kept clear for business and emergency use. Employees should limit all personal calls to their breaks or meal period. Unauthorized use of the telephone will lead to discipline up to and including discharge.

SUBSTANCE ABUSE

LD Docsa & Associates, Inc. is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.

This organization has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs off the job affects job performance, attendance, or public safety.

As a condition of employment, this organization requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol.

This organization encourages employees to voluntarily seek help with drug and alcohol problems.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

1. All employees will receive a written copy of the policy.
2. The policy will be reviewed in orientation sessions with new employees.
3. Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to CEO, executive management, managers, supervisors, full-time employees, part-time employees and interns.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this

policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby and while on organization property.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate. In the event a conviction resulting from out-of-work conduct results in time off work, the company reserves the right to discipline or otherwise terminate employment.

Drug Testing

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, random, post-accident, reasonable suspicion and follow-up testing upon selection or request of management.

The substances that will be tested for are amphetamines, cannabinoids, cocaine, opiates and phencyclidine (PCP).

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty, suspended without pay for a period of 30 days, required to successfully complete recommended rehabilitation including continuing care, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to termination if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee

required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems. Further, all personnel policies related to leaves of absence from work are applicable.

Return-to-Work Agreements

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment. Employer reserves the right to terminate employment immediately upon the occurrence of any violation.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required not to report to work or be subject to duty after having consumed or otherwise ingested drugs or alcohol. In addition, employees are encouraged to be concerned about working in a safe environment, support fellow workers in seeking help, and report dangerous behavior to their supervisor. It is the supervisor's responsibility to inform employees of the drug-free workplace policy, observe employee performance, investigate reports of dangerous practices, document negative changes and problems in performance, counsel employees as to expected performance improvement, and clearly state consequences of policy violations.

Assistance

L.D. Docsa recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation.

We encourage our employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

We encourages our employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

WEAPONS POLICY

The company prohibits all persons who enter company property from carrying a handgun, firearm, or prohibited weapon of any kind onto the property regardless of whether the person is licensed to carry the weapon or not.

This policy applies to all company employees, contract and temporary workers, visitors, customers and contractors on company property, regardless of whether or not they are licensed to carry a concealed weapon. The only exceptions to this policy will be police officers or other persons

who have been given written consent by the company to carry a weapon on the property.

All company employees are also prohibited from carrying a weapon while in the course and scope of performing their job for the company, whether they are on company property at the time or not and whether they are licensed to carry a handgun or not. Employees may not carry a weapon covered by this policy while performing any task on the company's behalf. The only exceptions to this policy will be persons who have been given written consent by the company to carry a weapon while performing specific tasks on the company's behalf. This policy also prohibits weapons at any company sponsored function such as parties or picnics.

Prohibited weapons include any form of weapon or explosive restricted under local, state or federal regulation. This includes all firearms, illegal knives or other weapons covered by the law. Legal, chemical dispensing devices such as pepper sprays that are sold commercially for personal protection are not covered by this policy. If you have a question about whether an item is covered by this policy, please contact the human resources manager. You will be held responsible for making sure beforehand that any potentially covered item you possess is not prohibited by this policy.

"Company property" covered by this policy includes, without limitation, all company owned or leased buildings and surrounding areas such as driveways and parking lots under the company's ownership or control. Company vehicles are covered by this policy at all times regardless of whether they are on company property at the time.

Searches

The company reserves the right to conduct searches of any person, vehicle or object that enters onto company property. Pursuant to this provision, the company is authorized to search lockers, desks, purses, briefcases, baggage,

toolboxes, lunch sacks, clothing, vehicles parked on company property, and any other item in which a weapon may be hidden. Additionally, the company may search a vehicle owned by it and used by the employee, and a vehicle owned by an employee that is being used to conduct business on behalf of the company, regardless of whether the vehicle is located on company property at the time. Searches may be conducted by company management or local authorities. To the extent the search is requested by company management and the employee is present, the employee may refuse the search; provided, however, that such refusal can result in termination of employment for refusal to cooperate. The company reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

VIOLATIONS

Failure to abide by all terms and conditions of the policies described above may result in discipline up to and including termination. Further, carrying a weapon onto company property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from the company property, and may result in prosecution.

THIS POLICY SHALL NOT BE CONSTRUED TO CREATE ANY DUTY OR OBLIGATION ON THE PART OF THE COMPANY TO TAKE ANY ACTIONS BEYOND THOSE REQUIRED OF AN EMPLOYER BY EXISTING LAW.

If you become aware of anyone violating this policy, please report it to your supervisor, Human Resources or the company president immediately.

ABRITRATION AGREEMENT AND PROCEDURE

Any controversy or claim arising out of the employment relationship or termination of the employment relationship (including any claim of

discrimination) shall be settled solely by arbitration in the County of Kalamazoo, State of Michigan, in accordance with the rules of the American Arbitration Association then pertaining. The decision of a neutral arbitrator shall be final and binding and neither party shall have any right of appeal therefrom. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court for the County of Kalamazoo. The demand for arbitration must be submitted, in writing, to both the other party and the American Arbitration Association at 27777 Franklin Road, Suite 1150, Southfield, Michigan 48034. The demand must be received by the American Arbitration Association within one hundred eighty (180) days after the alleged violation, misconduct, or incident of harassment or discrimination occurred. Failure to file the demand within the said one hundred eighty (180) day time period shall constitute a full and complete waiver of the claim and shall constitute a full and complete waiver of any right to compensation, benefits or damages. If said written demand is not filed within the time limits set forth herein, it is forever barred.

The party seeking arbitration of the dispute shall bear all of the fees and expenses of filing the claim with the American Arbitration Association. The parties shall bear their own costs and attorney's fees except that the parties shall share equally the costs of any arbitrator's fees and expenses.

ADMINISTRATIONS OPTION

The contents of this manual do not grant any contractual right to continuing employment or the benefit contained herein. The management reserves the right to modify and/or delete the L.D. Docsa policy Handbook in part or in its entirety at its discretion. No one other than the president may alter or modify any of the policies in this manual (including the at-will policy), and any changes must be in writing. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

INSURANCE ADDENDUM

Life Insurance

L.D. Docsa will provide \$15,000.00 life insurance policy for all eligible employees. Employees are responsible for completing all enrollment forms and designating beneficiaries. Details of the coverage can be obtained from the insurance policy and documents.

Health Insurance

L.D. Docsa will participate in a health insurance plan for its employees. The employer/employee portion of the premiums will be re-determined prior to each renewal date.

In the event of a lay-off or disability in the middle of the month, the company will continue insurance coverage for the remainder of the month, plus pay the company portion of the premium for the next month. The employee will continue to be liable for his/her portion during insurance coverage. If the lay-off or disability extends beyond this period, the employee can elect coverage through COBRA. The employer will notify the employee of the details of this coverage.

If an employee is off work due to a worker's compensation claim, L.D. Docsa will pay the company portion of the insurance premium for the employee for the duration of the worker's compensation claim. The employee will be liable for his/her portion of the health insurance premiums.

Details of the coverage can be obtained for the insurance policy and documents.

Disability Insurance

SOCIAL SECURITY PRIVACY POLICY

Purpose: The company is required by the Michigan Social Security Number Privacy Act 454 of 2004, MCL 445.81 et seq., (the “Act”) to create a privacy policy concerning the Social Security numbers that it possesses or obtains.

This Privacy Policy sets forth the company’s policies and procedures regarding how Social Security numbers are obtained, stored, transferred, used, disclosed and disposed.

Policy: It is the policy of the company to protect the confidentiality of Social Security numbers obtained in the ordinary course of company business from employees, vendors, contractors, customers or others. No person shall knowingly obtain, store, transfer, use, disclose, or dispose of a Social Security number that the company obtains or possesses except in accordance with Act and this Privacy Policy.

Procedure: Obtaining Social Security Numbers. Social Security numbers should be collected only where required by federal and state law or as otherwise permitted by federal and state law for legitimate reasons consistent with this Privacy Policy.

Legitimate reasons for collecting a Social Security number include, but are not limited to:

1. Applicants may be required to provide a Social Security number for purpose of a pre-employment background check.
2. Copies of Social Security cards may be obtained for purposes of verifying employee eligibility for employment.
3. Social Security numbers may be obtained from employees for tax reporting purposes, for new hire reporting or for purposes of enrollment in any company employee benefit plans.
4. Social Security numbers may be obtained from creditors or vendors for tax reporting purposes.

Public Display: All or more than four sequential digits of a Social Security number shall not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses or any other materials or documents designed for public display. Documents, materials or computer screens that display all or more than four sequential digits of a Social Security number shall be kept out of public view at all times.

Account Numbers: All or more than four sequential digits of a Social Security number shall not be used as a primary account number for an individual.

Computer Transmission: All or more than four sequential digits of a Social Security number shall not be used or transmitted on the Internet or on a computer system or network unless the connection is secure or the transmission is encrypted.

Mailed Documents: Computer documents containing all or more than four sequential digits of a Social Security number shall only be sent in cases where state or federal law, rule, regulation, or court order or rule authorizes, permits or requires that a Social Security number appear in the document. Documents containing all or more than four sequential digits of a Social Security number, that are sent through the mail, shall not reveal the number through the envelope window or otherwise be visible from outside the envelope or package.

Storage: All documents containing Social Security numbers shall be stored in a physical secure manner. Social Security numbers shall not be stored on computers or other electronic devices that are not secured against unauthorized access.

Access to Social Security Numbers: Only personnel who have legitimate business reasons to know will have access to records containing Social Security numbers. The department heads having access to records containing Social Security numbers shall determine which other personnel within their departments have a legitimate reason in the company's course

of business to have access to such Social Security numbers. Personnel using records containing Social Security numbers must take appropriate steps to secure such records when not in immediate use.

Disposal: Documents containing Social Security numbers will be retained in accordance with the requirements of state and federal laws. At such time as documents containing Social Security numbers may be disposed of, such disposal shall be accomplished in a manner that protects the confidentiality of the Social Security numbers, such as shredding.

Unauthorized Use or Disclosure of Social Security Numbers: The company shall take reasonable measures to enforce this Privacy Policy and to correct and prevent the reoccurrence of any known violations. Any employee, who knowingly obtains, uses or discloses Social Security numbers for unlawful purposes or contrary to the requirements of this privacy policy shall be subject to discipline up to and including discharge. Additionally, certain violations of the Act carry criminal and/or civil sanctions. The company will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who knowingly obtains, uses or discloses Social Security numbers through the company for unlawful purposes.

APPENDIX A

Employee Rules of Conduct

This section lists certain types of conduct for which disciplinary action may be taken, up to and including discharge. This is not an all-inclusive listing, as it is impossible to list all types of inappropriate conduct. The company reserves the right to impose any level of disciplinary action in a given situation, and this listing of rules should not be read to conflict in any way with the at-will relationship discussed earlier in this Handbook. Commission

of any of the following offenses shall render an employee subject to disciplinary action up to and including discharge:

1. Neglect of duty or refusal to comply with company instructions.
2. Falsifying time, work or any company records.
3. Theft or intentional destruction of company or another employee's property.
4. Being under the influence and/or possessing alcoholic beverages, marijuana or a prohibited controlled substance on company time or premises or while operating or riding in a company vehicle (see also the LD Docsa drug and alcohol policy).
5. Unauthorized possession of operable firearms, other weapons, or explosives on company premises or in company vehicles at any time.
6. Harassment, unwelcome advances, requests for favors and other verbal or physical conduct of an inappropriate nature.
7. Abusing, threatening or coercing another employee on company premises.
8. Failing, through negligence, inattention, or performance to carry out work properly.
9. Violating a safety rule or safety practice.
10. Being discourteous to customers or other visitors.
11. Abusing telephone privileges.
12. Excessive absenteeism or tardiness.
13. Failing to report acts of sexual harassment or other inappropriate conduct that you have witnessed.
14. Harassing another employee because of race, national origin, age, religion, height, weight, or disability, including making any derogatory remarks, slurs, or other objectionable conduct or statements.
15. Preparing or consuming foodstuffs at times other than designated lunch or break periods.
16. Using personal cell phones, internet devices and pagers on company time.

APPENDIX B

Minimum Tool List	Price
Framing Hammer (Stanley)	\$25.00
2lb sledge hammer (Stanley)	\$13.00
Tape measure – 25’ minimum (Kobalt).....	\$15.00
Utility knife (Stanley)	\$10.00
Nail bags (Dewalt).....	\$35.00
Combination square (Stanly)	\$10.00
Speed square (Stanley)	\$5.00
Framing square (Stanley)	\$10.00
Center punch (Stanley)	\$25.00
T-bevel (Johnson).....	\$10.00
Scribe tool (King).....	\$10.00
Torpedo level (Stanley).....	\$15.00
C-clamps quickie clams assorted (Irwin)	\$55.00
Cats paw (Stanley)	\$12.00
Plumb bob (8oz. Brass)	\$10.00
Chalk box (Stanley)	\$10.00
Assorted screw drivers (Craftsman).....	
Wrench set ¼” – 1” (Craftsman)	
1/2” Socket set (deep and shallow from ¼” – 1” (Craftsman)	
Adjustable wrenches 6”-12” (Craftsman)	\$35.00
Linesman pliers (Klein).....	\$40.00
Reel and belt (Klein).....	\$35.00
Adjustable spud wrench (Klein)	\$55.00
Margin trowel (Marshalltown).....	\$12.00
Magnesium float (Marshalltown)	\$20.00
10” pipe wrench (Rigid)	\$20.00
Craftsman 263pc Mechanics Tool Set (Craftsman).....	\$180.00
Total Cost:.....	\$667.00
Weekly cost over 1 year:.....	\$12.63

APPENDIX C

Discrimination or Harassment Compliant Form

Example as shown:

DISCRIMINATION OR HARASSMENT COMPLAINT FORM

1. PLEASE PROVIDE THE FOLLOWING: (Attach additional sheets if necessary)

a. The facts, events or circumstances that caused you to file this complaint.

b. The names of the people who engaged in the alleged discrimination or harassment.

c. The dates the incident(s) occurred _____

d. The names of any witnesses to the incident(s). _____

e. Please describe what you did or said in response to the conduct or statements. _____

2. Please indicate what action or change you are seeking to resolve this complaint. _____

Date: _____

Employee's Signature

APPENDIX D

Safety Violation Notice | Three-Step System

First Violation: Written notice in employee file (retained for one year and then removed) - suspended for one (1) day without pay.

Second Violation: If violation is within one (1) year of the first violation, suspended for one (1) week without pay.

Third Violation: If violation within one (1) year of the second violation, discharge.

Form example as follows:

**L. D. DOCSA ASSOCIATES, INC.
SAFETY VIOLATION NOTICE
THREE-STEP SYSTEM**

First Violation: Written notice in employee file (retained for one year and then removed) - suspended for one (1) day without pay.

Second Violation: If violation is within one (1) year of the first violation, suspended for one (1) week without pay.

Third Violation: If violation within one (1) year of the second violation, discharge.

Employee:	Job Location	Site Supervisor:
-----------	--------------	------------------

On _____ (Date) at _____ (Time), you were observed violating the safety regulations of

MANUAL	PART or SECTION	RULE	DESCRIPTION
LD Docsa Safety Manual			
MIOSHA Safety Standards			
Corps of Engineers Safety And Health Standard (Em-385)			

Observed by: _____
Title: _____

Offense #: _____
(To be completed by home office)

APPENDIX E

State of Michigan Prop 18-1 | Marijuana Law



August 13, 2018

To: Employees

FROM: David L. Docsa, P.E.
Chairman of the Board

RE: State of Michigan Prop 18-1 | Marijuana Law

As the State of Michigan has recently voted to legalize marijuana, be advised the L.D. Docsa Employee Policy on drugs and alcohol will prevail over this newly adopted law. The State law legalizing marijuana has not changed any requirements of companies to modify their drug and alcohol rules and regulations to allow the same.

As a Federal Government contractor, it is our duty to provide a safe working environment in accordance with Federal laws. Marijuana, alcohol, or drugs of any kind will not be tolerated.

Drug testing will still be required of employees. Any employees testing positive for alcohol or drugs of any kind will be held accountable, in accordance with the company policies and procedures.

300 S. 8th Street
Kalamazoo, MI 49009
(O) 269.349.7675
(F) 269.349.2511

LDDOCSA.COM
@DOCSAGC

RECEIPT AND ACKNOWLEDGMENT OF AT-WILL EMPLOYMENT

“This is to acknowledge that I have received a copy of the L.D. Docsa Employee Handbook.

I understand that I am to familiarize myself with the information in this Handbook. I agree to employment with L.D. Docsa under the conditions as described in the Handbook, and agree to comply with the Handbook’s policies and terms. I further understand that my employment with the company is for no definite period and that this Handbook is not a contract of employment but rather a helpful summary of the current policies and benefits of the company, and further my employment, regardless of time and manner of payment of wages and salary, may be terminated at any time, with or without causes, and without any previous notice. I also understand that during the course of my employment the company may find it necessary to modify, revoke, suspend, or discontinue the policies, procedures, and benefits described in the Handbook, in whole or in part, with or without notice.

Further, I understand that no manager or representative of L.D. Docsa other than the President has authority to enter into an agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.”

Employee Name (Printed): _____

Signature: _____

Date: _____



BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

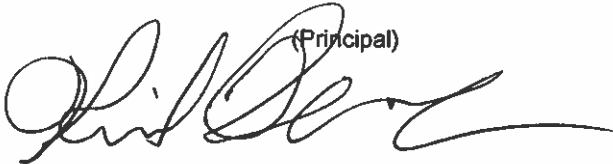
KNOWN ALL BY THESE PRESENTS, That we, Allied Mechanical Services, Inc., PO Box 2587, Kalamazoo, MI 49003 , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Jackson, MI, 161 W Michigan Avenue, Jackson, MI 49201 , as Obligee, in the sum of Five Percent of Bid Dollars (\$5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Jackson WTP Sodium Hydroxide System Improvements

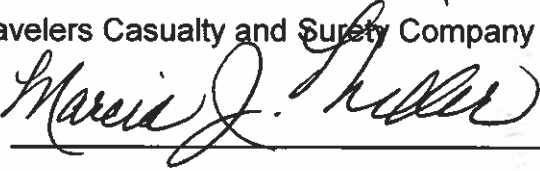
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 17th day of November, 2022.

Allied Mechanical Services, Inc.

(Principal)

By: _____

Travelers Casualty and Surety Company of America


By: _____
Marcia J Miller, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marcia J Miller** of Lansing Michigan, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of November, 2022




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

PROPOSAL

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

Date: 11/17/2022

In compliance with your invitation for bids dated **October 14, 2022** to perform **CITY OF JACKSON WTP SODIUM HYDROXIDE SYSTEM IMPROVEMENTS**

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

1. individual, resident of _____
doing business as _____
at _____
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of Allied Mechanical Services
organized and existing under the laws of the State of Michigan
with offices at 5688 East ML Ave, Kalamazoo, MI 49048
(strike inapplicable clauses)

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

FEDERAL ID# 38-2606103

(Corporate Seal, if applicable)

Name of Bidder: Allied Mechanical Services

Signed By: _____

Its: President

BID SHEET

DATE:

PROPOSAL FOR: CITY OF JACKSON WTP SODIUM HYDROXIDE SYSTEM IMPROVEMENTS

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
1	10/20/2022
2	11/8/2022

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

ITEM NO	DESCRIPTION	TOTAL COST
1	Project Bid (Total Project)	\$ 561,000. ⁰⁰
TOTAL BID WRITTEN OUT: Five Hundred Sixty-one Thousand & ⁰⁰ /100		

Submitted Bid:	\$ 561,000. ⁰⁰
Labor Costs:	\$ 200,000. ⁰⁰

Materials Costs:	\$ 100,000. ⁰⁰
Equipment Costs: Subcontractor	\$ 261,000. ⁰⁰
Possible Change Orders:	N/A

Bidder's Name:	Allied Mechanical Services
Address:	5688 East ML Ave
City, State, Zip:	Kalamazoo, MI 49048
Telephone:	269-344-0191
Fax:	
Email Address:	joudbier@alliedmechanical.com
Federal ID Number:	38-2606103

Bid Signed By:	<i>Rich Wackerle</i> Print or Type
Title:	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 *Rich Wackerle* Its President

CONTRACT COMPLIANCE

DATE: October 14, 2022
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

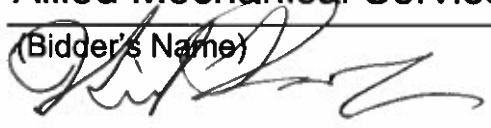
Allied Mechanical Services certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation,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

In connection with this commitment Allied Mechanical Services 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: 11/17/2022

By: Allied Mechanical Services
(Bidder's Name)

By: 
(Signature)

By: President
(Title)

5688 East ML Ave
Address

Kalamazoo
City

MI 49048
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: Allied Mechanical Services

ADDRESS: 5688 East ML Ave
Kalamazoo, MI 49048

SIGNED BY: 

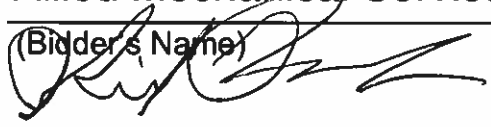
TITLE: President

DATE: 11/17/2022

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: 11/17/2022

By: Allied Mechanical Services
(Bidder's Name)

By: _____
(Signature)
By: President
(Title)
5688 East ML Ave
Address
Kalamazoo
City
MI 49048
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

COUNTY OF Kalamazoo)

SS

Rich Wackerle, being first duly sworn, deposed and says that:

- 1. He is President of, Allied Mechanical Services the Bidder that has submitted the attached bid;
- 2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
- 3. Such bid is genuine and is not a collusive or sham bid;
- 4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
- 5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Dated: 11/17/2022

By: Allied Mechanical Services
(Company)



By: President
(Title)

Subscribed and sworn to before me, a Notary Public, this 17th day of November, 2022.

Julie Pavey 

Notary Public, Kalamazoo County, Michigan
My commission expires: 7/12/2023

JULIE PAVEY, Notary Public
State of Michigan, County of Kalamazoo
My Commission Expires July 12, 2023
Acting in the County of Kalamazoo

SECTION C

Subcontractors

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

Painting - Murray

Electrical - CT Electrical

Caustic Cleanup - Set ^{Environmental}~~Environment~~

**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

I, Rich Wackerle an authorized representative of Allied Mechanical Services

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 11/17/2022



Signature _____



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name Rich Wackerle	Company Allied Mechanical Services
Telephone 269-344-0191	Email Address rwackerle@alliedmechanical.com

Contract or matter pending with the City:

City of Jackson WTP Sodium Hydroxide System Improvements

I, Rich Wackerle, 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 relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

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

 Property address: _____
 Property interest: _____

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

None of the above apply.

Dated:

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
By _____.

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	Allied Mechanical Services
ADDRESS:	5688 East ML Ave
CITY, STATE, ZIP:	Kalamazoo, MI 49048
TELEPHONE:	269-344-0191
OFFICERS:	
President: Rich Wackerle	Email Address: rwackerle@alliedmechanical.com
Vice President: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
Secretary: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
Treasurer: David Huizinga	Email Address: dnhuizinga@alliedmechanical.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

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

Allied Mechanical Services holds the following licenses:

Plumbing State Contractor: Mark Huizinga, 88004708

Michigan Master Plumber: Mark Huizinga, 8112605

Mechanical State Contractor: Steve Huizinga, 7117223

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

Allied Mechanical Services offers a US Dept. of Labor approved apprenticeship program for pipefitters. See attached.

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.

Allied Mechanical Services, Inc. has not had a lapse in licensing, nor do we foresee a lapse for the duration of this project. AMS guarantees that any subcontractors, employees and individuals are held to the same standard.

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.

Allied Mechanical Services Inc., verifies compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens. AMS will disclose any work visas sought or obtained on our behalf, for subcontractors or any employees and independent contractors performing any portion of the project.

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

In the past five years, Allied Mechanical Services had two MIOSHA citations. See attached.

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:

HNI Risk Services of MI/Old Republic, The Continental Ins. Co, Greenwich Insurance Company

Type of Coverage:

Commercial General Liability, Automobile, Workers Compensation, Professional Liability and Pollution Liability

Telephone:

616-264-3002

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

CRITERIA 12 (ATTACHMENT REQUIRED):

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

CRITERIA 13:

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



Yes, we have a Fitness for Duty Program



No, we do not have a Fitness for Duty Program

Additional Information:

See attached Fitness for Duty Program

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.
See attached.

CRITERIA 15:

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

Allied Mechanical Services affirms that all craft employees on this project will be paid current wage rates and fringe benefits required under all federal, state and local wage laws.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.
Allied Mechanical Services acknowledge the obligation of ordinance compliance in each contract and subcontract on this project.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.
At the time of bidding, Allied Mechanical Services does not foresee any change orders to complete the project.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder. Allied Mechanical Services, Inc. has a history of excellence and talent in all roles. The following attachments indicate the experience for each team member.
Harold Immekus- Project Manager
Dave Stuart- Site Foreman
Rich Wackerle- President
James Oudbier- Estimator
Please see attached resumes and licenses to verify qualifications.

CRITERIA 19 (ATTACHMENT REQUIRED):

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

CRITERIA 20:

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

Allied Mechanical has systems for QA/QC that result in projects completing on time and on budget. Attached is a sample log.

CRITERIA 21:

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

Allied Mechanical Services has a long history of completing projects economically, efficiently and continuously without interruption. AMS excels at meeting project timelines within budget, this project will be no different.

CRITERIA 22 (ATTACHMENT REQUIRED):

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

CRITERIA 23:

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

Allied Mechanical intends to use both journeypeople and apprentices at a ratio of 1:2

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

Yes

No

Additional Information:

See Attached

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

Yes

No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

Allied Mechanical Services Inc., is an established mechanical contractor that strives to hire from the communities it serves.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

Allied Mechanical makes every effort to provide Equal Employment Opportunities beyond Federal, State or Local laws. AMS does not discriminate against employees or applicants with regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Allied Mechanical Services

Print Firm Name/Principal

Richard Wackerle President

Signature/Principal
11/17/2022



Date



November 17, 2022

To whom it may concern:

Allied Mechanical Services does not assign any tradespeople to jobsites that are not currently in a registered apprenticeship program or a certified journeyman. Each employee's growth in their profession is of high importance to AMS, and that is shown with onsite mentorship, continued training, and an annual review to discuss strengths and areas to improve reported by site foreman and project managers. Accompanying this letter is validation of our DOL registered apprenticeship program. All Sheet Metal tradespeople are members of the sheet metal workers local 7 which has their own accredited apprenticeship program.

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

Allied Mechanical Services
5688 E. ML Ave
Kalamazoo, MI 49048

FOR THE OCCUPATION OF

Occupation
Pipefitter

RAPIDS Code
0414

O*NET/SOC Code
47-2152.01

Approved by the

**United States Department of Labor
Office of Apprenticeship**



**74 N. Washington - Room 2-1-56
Battle Creek, MI 49037**

Registration Date: June 30, 2004

RAPIDS Program Number: MI010040044

Revision Date: _____

INTERNATIONAL ASSOCIATION
OF
SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

4931 CONTEC DRIVE
LANSING, MI 48910



PHONE: (517) 882-4064
FAX: (517) 882-4510

LOCAL UNION No. 7

Business Manager/Financial
Secretary-Treasurer
Samual J. Fuller
Ph: 517/882-4064
Fax: 517/882-4510

July 14, 2022

Zone 1-Lansing
Eric Farrington-Bus. Agent
4931 Contec Drive
Lansing, MI 48910
Ph: 517/887-9178
Fax: 517/887-9186

To Whom It May Concern:

Zone 1-Kalamazoo
James Callahan-Bus. Agent
1473 N. 30th St.
Galesburg, MI 49053
Ph: 269/342-8842
Fax: 269/342-1923

As of May 31, 2022, Allied Mechanical has fulfilled all obligations of payment to all fringe benefit funds and is currently in good standings. Allied Mechanical, Zone 1, has always paid fringes on time as far back as our records indicate.


Zone 2-Grand Rapids
Mike Adams-Bus. Agent
800 Ellis, Suites 165
Norton Shores, MI 49441
Ph: 616/299-3752

As a signatory employer, Allied Mechanical draws their Sheet Metal Workers from a local workforce that has been trained through a Dept. of Labor approved apprenticeship program. This ensures that the job is done to the highest standards.

Zone 3-Traverse City
John Amalfitano- Bus. Agent
Po Box 1017
Cadillac, MI 49601
Ph: 231/590-1112

If you have any questions please contact James Callahan at 269-342-8842.

Zone 3-Saginaw
Joe Dotson-Bus. Agent
P.O. Box 632
Freeland, MI 48623
Ph: 989/225-0095

Sincerely,


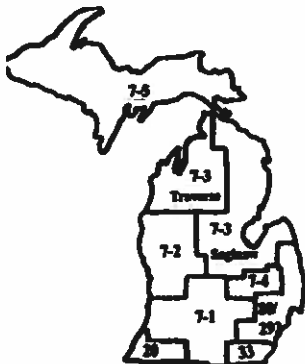
James Callahan
Business Representative, Zone 1
SMART Local Union No. 7-SM

Zone 4-Flint
Larry Kinzie-Bus. Agent
G-4070 Dolan Drive
Flint, MI 48504
Ph: 810/785-6831
Fax: 810/785-6867

Zone 5-Upper Peninsula
Gregory Faust- Bus. Agent
304 Ave A
Owina, MI 49855
Ph: 906/372-9288
Fax: 906/372-9058

Cc: Allied Mechanical
Samual J. Fuller, Business Manager/FST

JC: /mhsmartu7-sm



Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Division
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Mechanical Contractor License

AMS - Kzoo

JUL 12 2019

Received

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

Classifications: 1, 2

License No:
7117223

Expiration Date:
08/31/2022

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

GRETCHEN
WHITMER

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Mechanical Contractor License

L324774

Classifications:

- 1 - Hydronic & Cooling and Process Piping
- 2 - HVAC Equipment

STEVE HUIZINGA
5688 EAST ML AVENUE
KALAMAZOO, MI 49048

License No.
7117223

Expiration Date:
08/31/2022

This document is duly issued
under the laws of the State of
Michigan

GRETCHEN WHITMER
Governor

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Master Plumber License**

P944657

HAROLD E IMMEEKUS III
223 13TH ST
PLAINWELL, MI 49080

License No.
81110910

Expiration Date:
04/30/2025

This document is duly
issued under the laws of the
State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Boiler Installer License

Q160333

JAMES R OUDBIER
3860 ROGER B CHAFFEE MEMORIAL DR SE
GRAND RAPIDS, MI 49548

License No.
316115 SB

Expiration Date:
12/31/2022

This document is duly issued
under the laws of the State of
Michigan

Criteria 6



ALLIED MECHANICAL SERVICES

Representative WWTP & WTP Projects

Project	Engineer	Owner	Contract \$	Year of Completion
Ada Lift Station Valve Replacement & Vent Replacement	AMS	Ada TWP	\$ 46,000	In Progress
GR WRRF FEW Improvements	Tetra Tech	City of Grand Rapids	\$ 1,303,000	In Progress
Ott Story Ground Water Treatment Facility NPW Improv.	Fishbeck	State of Michigan	\$ 88,900	In Progress
Holland WRF Clarifiers 3&4	Tetra Tech	Holland BPW	\$ 1,524,000	In Progress
Big Rapids WWTP NPW Improvements	Fleis & Vandenbrink	City of Big Rapids	\$ 55,500	In Progress
Delta TWP WWTP	Tetra Tech	Delta TWP	\$ 20,000,525	In Progress
Delhi WWTP Instruments	HRC	City of Delhi	\$ 21,500	In Progress
City of Kalamazoo Well Station 11 Filter Improvements	Fishbeck	City of Kalamazoo	\$ 627,400	In Progress
Benton Harbor-St. Joe WWTP Thickened Sludge Pump	AECOM	Benton Harbor-St. Joe	\$ 136,000	In Progress
GR East Paris Pump Station Valve Replacement	Fishbeck	City of Grand Rapids	\$ 533,000	In Progress
Zeeland CWP Primary Clarifier Replacement	Moore & Bruggink	City of Zeeland	\$ 285,211	In Progress
South Haven Blueberry Tank Valve	Fishbeck	City of South Haven	\$ 151,132	In Progress
East Lansing WRRF Clarification & Aeration	Tetra Tech	City of East Lansing	\$ 13,510,000	In Progress
Wyoming Donald K Shine WTP Dehumidification	Donohue & Associates	City of Wyoming	\$ 1,708,000	In Progress
Ottawa County Meter Stations	Prein & Newhof	Ottawa County Road Commission	\$ 68,200	In Progress
Battle Creek WWTP Headworks HVAC & Misc Improve	Jones & Henry	City of Battle Creek	\$ 1,894,500	In Progress
Caledonia WWTP	FTC&H	Caledonia TWP	\$ 2,748,000	In Progress
Kalamazoo Stadium Drive Valve Replacement	City of Kalamazoo	City of Kalamazoo	\$ 65,402	2022
Big Rapids WWTP Screw Pump	Fleis & Vandenbrink	City of Big Rapids	\$ 289,900	2022
Delhi WWTP RAS Screw Pump Bearing Replacement	AMS	City of Delhi	\$ 19,758	2022
Delhi WWTP Tapping Saddles, Flow meter, & actuators	AMS	City of Delhi	\$ 18,866	2022
Zeeland Clean Water Plant Solids Handling	Moore & Bruggink	City of Zeeland	\$ 583,500	2022
Hastings WWTP	HRC	City of Hastings	\$ 2,668,000	2021
Grand Rapids WRRF Phosphorus Recovery	Tetra Tech	City of Grand Rapids	\$ 1,238,000	2021
Grand Rapids WRRF RNG	Tetra Tech	City of Grand Rapids	\$ 1,205,000	2021
Grand Rapids Biodigester	Tetra Tech	City of Grand Rapids	\$ 17,801,795	2021
Grand Rapids Biodigester Mixing System	Tetra Tech	City of Grand Rapids	\$ 1,598,000	2021
Jackson WWTP Clarifier Launder Covers	Fishbeck	City of Jackson	\$ 344,400	2022
Holland WRF Washer Compactor	AMS	Holland BPW	\$ 35,452	2021
Jackson WTP Filter Pipe Gallery Improvements	Tetra Tech	City of Jackson	\$ 1,165,000	2021
Delhi WWTP Valve Replacements	AMS	City of Delhi	\$ 17,565	2021
Graphics Packaging Clarifier	Graphics Packaging	Graphics Packaging	\$ 168,400	2021
Sun Chemical Clarifier	AMS	Sun Chemical	\$ 133,520	2021
Ott Story Ground Water Treatment Facility	FTC&H	State of Michigan	\$ 249,800	2021
East Lansing WRRF Solids Handling with Digestion	Tetra Tech	City of East Lansing	\$ 11,320,000	2021
North Kent Sewer Authority Flow Meter Replacement	AMS	North Kent Sewer Authority	\$ 5,900	2021
Ada Booster Station	Moore & Bruggink	Ada TWP	\$ 234,200	2021
South Haven WWTP Clarifier Drive Replacement	AMS	City of South Haven	\$ 82,000	2021
Grand Haven WWTP Blower Replacement	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	\$ 373,400	2021
East Lansing CSO RTB	HRC	City of East Lansing	\$ 674,000	2021
Allendale Booster Station Improvements	Fleis & Vandenbrink	Allendale Charter TWP	\$ 220,800	2021
MMPA WWTP Influent EQ Tank Ovid, MI	FTC&H	Michigan Milk Producers Association	\$ 373,300	2021
Wyoming WTP FRP Tanks	City of Wyoming	City of Wyoming	\$ 175,900	2021
Coopersville 60th Ave Booster	Prein & Newhof	City of Coopersville	\$ 475,500	2021
South Haven WWTP Air pipe replacement	AMS	City of South Haven	\$ 9,941	2020
Homer WWTP Lagoon	Civica / Moore & Bruggink	Village of Homer	\$ 135,000	2020
GR LMFP Filter 1	FTC&H	City of Grand Rapids	\$ 89,800	2020
Jonesville WTP	Fleis & Vandenbrink	Jonesville	\$ 909,608	2020
Grand Haven WWTP Improvements	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	\$ 1,667,000	2020
Michigan State University WTP	FTC&H	MSU	\$ 3,890,000	2020
Grand Haven WWTP Pump Station Improvements	Prein & Newhof	Grand Haven - Spring Lake Sewer Authority	\$ 1,216,000	2020
Wyoming Clean Water Plant Odor Control	FTC&H	City of Wyoming	\$ 363,900	2019
City of Niles Primary Clarifier Replacement	AMS	City of Niles	\$ 170,000	2018
Coldwater WWTP Plant Improvements	FTC&H	City of Coldwater	\$ 2,390,000	2018
City of Holland WTP	No Engineer- Worked Directly with City	City of Holland	\$ 135,000	2018
Jamestown Hudsonville Booster Station	Vriesman & Korhorn	City of Jamestown	\$ 425,000	2018
City of Niles Secondary Clarifier Replacement	AMS	City of Niles	\$ 154,000	2017
City of Ionia WWTP Secondary Clarifier Replacement	FTC&H	City of Ionia	\$ 436,980	2017
City of Holland Waverly Booster Station	FTC&H	City of Holland	\$ 326,000	2016
City of Grand Rapids Coldbrook Pump Station	FTC&H	City of Grand Rapids	\$ 346,000	2013
Allendale WWTP	Fleis & Vandenbrink	City of Allendale	\$ 1,094,000	2013
Grandville Clean Water Plant Renovations	Moore & Bruggink	City of Grandville	\$ 8,000,000	2013

Mancelona WWTP Plant Upgrades	Gourdie Frashier	Mancelona Area Water & Sewer Authority	\$ 307,000	2012
Wyoming Odor Control Improvements	City of Wyoming	City of Wyoming	\$ 140,000	2012
South Haven Water Treatment	FTC&H	City of South Haven	\$ 3,100,000	2011
St. Joseph Shorewell	FTC&H	City of St. Joseph	\$ 1,009,220	2011
St Joseph Filtration Plant	FTC&H	City of St. Joseph	\$ 225,000	2011
Wyoming Odor Control Improvements	City of Wyoming	City of Wyoming	\$ 197,000	2010
City of Kalamazoo Aeration	Jones & Henry	City of Kalamazoo	\$ 7,314,000	2010
D.K. Shine Water Treatment Plant	Black & Veatch	City of Wyoming	\$ 24,000,000	2010
City of Grand Rapids WWTP	Tetra Tech	City of Grand Rapids	\$ 165,000	2010
Zeeland Clean Water Plant	Moore & Bruggink	City of Zeeland	\$ 633,000	2010
City of Kentwood Actuator Replacement	Prein & Newhoff	City of Kentwood	\$ 42,000	2010
Muskegon County WW Management	Prein & Newhoff	Muskegon County	\$ 540,000	2010
Niles WWTP	FTC&H	City of Niles	\$ 3,080,000	2010
Grand Haven Biological Phosphorus Treatment	FTC&H	City of Grand Haven	\$ 208,000	2008
Rockhill Pump Station	Prein & Newhof	Plainfield Township	\$ 156,000	2008
Market Street Storm Water Pump Station	FTC&H	City of Grand Rapids	\$ 403,000	2008
City Wyoming Clean Water Plant	Black & Veatch	City of Wyoming	\$ 8,812,000	2007
Kalamazoo WWTP Fine Screens	Jones & Henry	City of Kalamazoo	\$ 1,104,000	2006
Remembrance Road Lift Station	Moore & Bruggink	City of Grand Rapids	\$ 169,000	2006
Andrews University WWTP	Engineer W&W Engineering	Andrews University	\$ 775,000	2005
City of Battle Creek WWTP - New Headworks	Jones & Henry	City of Battle Creek	\$ 4,160,000	2005
City of Battle Creek WWTP Chlorination Project	Jones & Henry	City of Battle Creek	\$ 450,000	2004
Plainwell WWTP Digester Upgrades	Fleis & Vandenbrink CM	City of Plainwell	\$ 382,000	2004
City of Battle Creek WWTP Sludge Conveyance Project	Jones & Henry	City of Battle Creek	\$ 515,000	2003
Northwest Ottawa Lift Station	Prein & Newhof	Ottawa County Road Comission	\$ 690,000	2001



July 14, 2021

Re: Allied Mechanical project documentation of extra costs, timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and contract defaults.

Allied Mechanical Services has an extensive history of completing projects on time and within budget without sacrificing quality. Our approach to all projects starts with an attitude of communication, efficiency, and cost effectiveness, which stems from our range of experience meeting various project requirements in our many years of service.

January 1, 2018

Mr. John Huizinga
Allied Mechanical Services, Inc.
5688 East ML Avenue
Kalamazoo, MI 49048

RE: Letter of Recommendation

Dear John:

It has been my pleasure to work together with Allied Mechanical throughout the last 15 years. Allied has proven to be an outstanding partner from maintenance items to complete mechanical on our larger and more complex projects where your expertise and talents can reach their largest return. I wanted to take the time to thank you and your team for helping to enhance and ensure success on our projects and with our clients.

The expertise your team brings to the table from both the office and field sets you apart from your competition. Projects like the Western Michigan University College of Engineering and Applied Sciences (\$70 million), the Spectrum Health Blodgett Campus Hospital Bed Tower and Surgery Addition (\$50 million) and various projects at Michigan Street Development (\$250 million) have allowed our teams to work together with great success. Each of these projects was large and complex, with tight schedules and included complex renovations-all of which required strong site leadership.

We have been able to take advantage of your problem solving and engineering ingenuity for our clients and on some of our development to maximize our value. We have had many successful projects working in collaboration through Building Information Modeling (BIM) to improve our schedule and reduce the overall costs of our projects. Your companies experience with controls and design that you can handle in house has helped train and educate all of your staff to be problem solvers and work as a team.

Each of the individuals that I have gotten to know over the years has made a lasting impression. The culture at Allied Mechanical puts the team's success first and allows a collaborative and positive experience. The site team from the foreman to each individual on site is extremely cooperative with our staff and other subcontractors that set our projects up for success. When we all work together, it is easy for us both to be successful.

We look forward to a long lasting relationship and many more successes.

Thank you,

The Christman Company



Brian C. Crissman, LEED AP, AVS
Project Executive



**DAVID
CHAPMAN
AGENCY**

Making Insurance and Bonds Easy

April 4, 2022

Allied Mechanical Services, Inc
PO Box 2587
Kalamazoo, MI 49003

RE: Bond Reference

To Whom It May Concern:

It has been the privilege of the David Chapman Agency, Inc and Travelers Casualty and Surety Company of America to provide surety bonds on behalf of Allied Mechanical Services, Inc. for many years. During that time we have had excellent experience. All projects have been completed, and all obligations have been met. In our opinion Allied Mechanical Services, Inc remains properly financed, well equipped, and capably managed.

We evaluate every project based upon its own merits, and the opinion of Allied Mechanical Services, Inc. However, at the present time, we have a Fifty Million single project and One Hundred Million aggregate surety program for this customer. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability to you or affiliates if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America is listed on the U.S. Treasury Department's Listing of Approved Sureties and is rated A++ (XV) by A.M. Best's Company.

Sincerely,

Cloyd W Barnes
Attorney-in-Fact

5700 W. Mount Hope Hwy. Lansing, MI 48917
517.321.4600
www.DavidChapmanAgency.com

**ALLIED MECHANICAL SERVICES, INC.****2018 Citation**

Allied Mechanical Services was cited by MIOSHA on 4/12/2018 during inspection #1304700 for an employee riding across the jobsite on the tailgate of a company pickup. After thorough review of the citation and the applicable MIOSHA Standard in reference, Allied Mechanical submitted an appeal for MIOSHA to reduce or drop the citation. Allied Mechanical felt that the violation was incorrectly categorized as a “Serious” violation as it did not fit the definition of a “Serious” violation. MIOSHA agreed to settlement of the contested citation and the citation was reduced from “Serious” to “Other than Serious.”

Sincerely,

Dan Nielsen
Safety Director



2018 Citation Corrective Action

Allied Mechanical Services was cited by MIOSHA on 4/12/2018 during inspection #1304700 for an employee riding across the jobsite on the tailgate of a company pickup. As a result of the citation, corrective action was needed to abate the hazard at hand and prevent future occurrences of said hazard. A company wide toolbox talk was administered on proper mobile equipment operation while on the jobsite. This included safe transportation of employees and material across the jobsite using correct mobile equipment. It was expressed to employees that riding on loads, fenders, running boards, sideboards, tailgates, or equipment will not be tolerated and is a direct violation of Allied Mechanical Services Safety and Health Policy.

Sincerely,

Dan Nielsen
Safety Director



2019 Citation

Allied Mechanical Services was cited by MIOSHA on 8/28/2019 during inspection #1406822.015 when an employee fell off a ladder when exiting a roof after performing maintenance. As a result, two violations were cited as “Serious”, Citation #1, Item #1a and Citation #1, Item #1b. After thorough review of the citation and the applicable MIOSHA Standard in reference, Allied Mechanical filed a petition for modification and/or dismissal of the citations issued. MIOSHA agreed to settlement and Citation #1, Item #1b was vacated. Citation #1, Item #1a petition was denied and the proposed penalty was reaffirmed. As a result, a fine of \$2,940 was paid to MIOSHA.

Sincerely,

Dan Nielsen
Safety Director



2019 Citation Corrective Action

Allied Mechanical Services was cited by MIOSHA on 8/28/2019 during inspection #1406822.015 when an employee fell off a ladder when exiting a roof after performing maintenance. As a result of the citation, corrective action was needed to abate the hazard at hand and prevent future occurrences of said hazard. From this point forward, a revised approach to ladder safety was implemented for all new hires as well as refresher training for all existing employees on correct ladder usage. Training included proper ladder selection, inspection, set up, securement, 3 points of contact, etc.

Sincerely,

Dan Nielsen
Safety Director



To whom it may concern:

Allied Mechanical Services employs all our plumbers and pipefitters as direct employees. Currently, we do not foresee any conflicting labor schedules. If any unseen circumstances require temporary workers, Allied Mechanical participates in labor sharing with other trade contractors with trade specific trained professionals. Allied Mechanical makes these statements based on project schedule and our manpower forecast. Labor is then reserved for the duration of the project. Allied Mechanical does not misclassify its employees as independent contractors.

Substance Abuse Policy

Policy Statement

Allied Mechanical Services (AMS) and Subsidiaries recognizes the national concerns on drug abuse, as demonstrated by the Drug Free Workplace Act and regulations promulgated pursuant to that Act by the U.S. Department of Transportation, Defense and other Federal agencies which require federal contractors to establish drug testing programs. AMS and Subsidiaries recognizes the similar concern over alcohol use on the job and abuse of legal substances of all sorts.

Purposes of the Policy

Alcohol and drug abuse is a problem that results in injury to employees, decreased productivity, increased worker's compensation and health care costs, plus increased tool and material costs.

As a result, action must be taken to work effectively to preserve the integrity of the work site and the safety and health of all employees. The Policy is established to:

1. promote a safe work environment for employees, other contractors, owners and the public;
2. protect employee and Company property;
3. increase productivity; and
4. enhance operational security.

Application

1. This Policy applies to all AMS and Subsidiaries job classifications, including management and owner employees.
2. At times, other companies and general contractors on specific jobs may establish drug and alcohol policies and or rules which must be accepted by AMS and Subsidiaries as part of its obligations and expectations. In situations where such rules and/or policies have been established and have been agreed to by AMS and Subsidiaries as part of its obligations, these rules and policies will be strictly adhered to by AMS and Subsidiaries and all its employees who are working on the particular job involved. These rules and/or policies may include, but are not limited to, pre-employment, on the job, or random testing; removal of AMS and Subsidiaries employees from the job for reasonable suspicion of drug or alcohol use; inspection of AMS and Subsidiaries property and that of its employees when present on the job sites; and other rules or policies established for this general purpose.

When Policy Applies

The Policy shall apply to AMS and Subsidiaries employees when they are on AMS and Subsidiaries "time" or on AMS and Subsidiaries "premises." AMS and Subsidiaries "premises" is defined for the purposes of this Policy as all property, facilities, land, platforms, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles (as driver or passenger), whether owned, leased or used by AMS and Subsidiaries and the job sites of all those customers using AMS and Subsidiaries construction and maintenance services. AMS and Subsidiaries "time" is defined as any period when an AMS and Subsidiaries employee is on duty, is performing, expected to be performing, whether or not the employee is at his/her assigned work location.

The Policy also prohibits the use of "prohibited substances" (as defined in Section F) while off AMS and Subsidiaries time or premises if such use in any way affects the employee's ability to safely or competently perform his/her job.

Any off-the-job conduct resulting in a criminal drug statute conviction will be considered a violation of this policy and may result in disciplinary action. In deciding what actions to take, AMS and Subsidiaries will

consider the nature and circumstances of the conviction, employee's work record, length of service and other relevant factors.

Prohibited Conduct

1. Unauthorized use, possession, manufacture, distribution dispensation or sale of a prohibited substance on AMS and Subsidiaries time or premises.
2. Storing a prohibited substance in a locker, desk, lunch container, automobile or other repository on AMS and Subsidiaries premises.
3. Being under the influence of an illegal drug, controlled substance or alcohol on AMS and Subsidiaries time or premises. "Under the influence" of alcohol is defined as a breath alcohol concentration of equal to or greater than 0.02%. "Under the influence" of a controlled substance or illegal drug is defined as testing positive at a professionally recognized mg/ml level of the "panel 10" list which is attached and incorporated into this Policy.
4. Possession, use, manufacture, distribution, dispensation or sale of a prohibited substance off AMS and Subsidiaries time or premises that adversely affects the employee's work performance, his own or others' safety at work.
5. Substituting or adulterating any body substance specimen or sample fluid submitted for testing. Any form of tampering or substitution shall constitute a refusal to be tested and subject an employee to discharge.
6. Refusing consent to testing or to submit a urine, breath or other sample for testing without valid medical explanation when requested by AMS and Subsidiaries consistent with the requirements of this Policy.
7. Refusing to submit to an inspection when requested by AMS and Subsidiaries or an owner or general contractor consistent with the requirements of this Policy.
8. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
9. Conviction under any criminal drug statute under circumstances which adversely affect AMS and Subsidiaries' regard or reputation in the community.
10. Failure to report to AMS and Subsidiaries the use of a prescribed or over the counter drug which may alter the employee's behavior or physical or mental ability to safely perform work activities.
11. Refusing to acknowledge in writing receipt of AMS and Subsidiaries' Substance Abuse Policy.

Prohibited Substances are defined as:

1. Illegal drugs and other controlled substances (including trace amounts).
2. Alcohol, which is defined as alcoholic beverages and any beverage, mixture or preparation, including medication, containing alcohol.
3. Prescription drugs which are known to or may impair a person's work performance or are not being used for its intended purpose or in its prescribed or recommended manner or quantity -- except as provided in Section VII.

Prescription Drugs and Other Medications

1. **Employee Responsibility.** Employees using prescription drugs or using over-the-counter medications which may impair work performance are responsible for being aware of any potential effects such substances may have on their judgment or ability to perform duties and for reporting such use to their supervisor prior to beginning work. If an employee fails to comply with the prescription restrictions stated in the Policy, neither a physician's prescription nor other medical reason will be an acceptable excuse. Violations of this Section shall be treated as any other violation under this Policy.

Supervisors and Union officials shall maintain the strict confidentiality of any information regarding an employee's use of prescription or over-the-counter drugs.

2. Affirmative Duties.

- a. Employees shall inform the supervisor prior to starting work of the need to use prescribed drugs which have the potential to impair job performance.
- b. Each prescription drug container shall be in the employee's name and shall be used only as directed by the employee's physician.
- c. Employees shall possess only enough medication for a twenty four hour period. AMS and Subsidiaries at all times reserves the right to have its Company physician determine if a prescription drug or over-the-counter medication impairs work performance and may restrict the employee's work activity accordingly.

Implementation and Enforcement of Policy

The following procedures will be employed to assure compliance with the Policy:

1. Testing. Employees or potential employees will be requested to submit samples for substance testing, including, but not limited to, urine, saliva, blood, plasma, breath, hair follicle or other generally accepted testing procedures in the following circumstances:

- a. As a condition of consideration for employment.
- b. As a condition of being assigned to a job site where the contractor or owner requires pre-assignment testing of AMS and Subsidiaries employees.
- c. If AMS and Subsidiaries has reasonable suspicion to believe that an employee has used or that use of prohibited substances has impaired the employee's ability to competently or safely perform work. An employee who is selected for reasonable suspicion testing is considered unqualified to work and will be placed on immediate unpaid suspension pending the results of the tests. If the test are negative, the employee will be paid for all lost wages incurred during the period of suspension, and his or her personnel file shall be updated to reflect reversal of suspension.
- d. If AMS and Subsidiaries has reasonable suspicion to believe that an employee has unauthorized possession of or has sold, purchased, manufactured, dispensed or distributed prohibited substances on AMS and Subsidiaries time or premises.
- e. Following an accident or incident on AMS and Subsidiaries time and premises in which AMS and Subsidiaries is reasonably assured that safety precautions have been violated or AMS and Subsidiaries is reasonably assured that the employee engaged in careless acts or behavior, or where any employee's performance was a contributing factor in an accident resulting in personal injury or property.
- f. While an employee is subject to a Last Chance Agreement.
- g. AMS and Subsidiaries will random test only where local, state, and Federal laws require, in "Last Chance Agreements where specified, and as otherwise specified in this policy. Random testing may also be conducted on employees who are assigned to work sites where the requirements of the general contractor or owner require AMS and Subsidiaries employees to participate in such testing. Assignment to such jobs shall constitute notice to and acceptance by the employee of their obligation to participate in such programs.

Testing Procedures

1. Any laboratory used for testing shall be licensed and be in good standing with the State of Michigan. In addition, such laboratory shall follow the guidelines of the National Institute of Drug Abuse and the U.S. Department of Health and Human Services. In addition, the laboratory shall be willing to explain its procedures, be subject to reasonable inspection by AMS and Subsidiaries and Union and be willing to provide expert testimony.
2. All test samples shall be collected in a manner to protect:
 - a. Personal privacy.
 - b. Proper chain of custody and identification.
 - c. Against tampering.
3. All initial positive test results shall be confirmed by the GCIMS test or its equivalent.
4. The affected employee will be given a copy of the test results. Test result confidentiality shall be strictly maintained and made available only on a need to know basis or when required by law.
5. The affected employee will be advised of positive results by medical "personnel and have the opportunity to provide an explanation. The affected employee shall have the right to have his/her sample independently retest by an approved laboratory of his/her choice at his/her expense. If the independent retest does not indicate a positive test result, the employee shall be reinstated as soon as possible to work with full back pay and benefits.
6. Pre-Employment Testing. Consideration for employment at AMS and Subsidiaries is contingent upon submitting to a substance screening test. Employment applicants will be required to sign a substance screening test consent form allowing (1) AMS and Subsidiaries to administer the substance screening test and (2) the release of test results from the independent laboratory retained by AMS and Subsidiaries to analyze the specimen. Applicants that test positive on the substance screening test shall be given the opportunity to explain their positive test result. Only explanations that can be verified by reference to information provided on the substance screening test consent form will qualify an employee for further consideration. AMS and Subsidiaries retains sole discretion to accept or reject such explanations. AMS and Subsidiaries hires only those applicants that (1) test negative, or (2) are able to explain their positive test result, to AMS and Subsidiaries' satisfaction, based on information disclosed on the substance screening test consent form.

Consequences of A Policy Violation

AMS and Subsidiaries reserves the right to impose disciplinary action, up to and including discharge, upon an employee who violates any provision of this Policy.

Investigation

1. Searches. Employees, while on AMS and Subsidiaries' "premises," shall be required as a condition of employment to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or other repositories, when AMS and Subsidiaries has reasonable suspicion to believe that an employee has used, possesses or is concealing, transporting, promoting, selling or manufacturing unauthorized, illegal or prohibited substances as defined in this Policy. AMS and Subsidiaries reserves the right to inspect the contents of any Company property being used by the employee at any time.
2. Employee Privacy. Testing and searches will be conducted with due regard for the personal privacy of each employee.

Refusal to Submit to Tests or Searches

No employee search or substance test will be conducted without the employee's consent. However, an employee that refuses to submit to a search or test within the scope of this Policy will be subject to disciplinary action up to and including discharge.

Substance Abuse Problems and Last Chance Agreements

1. An employee who test positive following a properly implemented drug screening procedure, as set forth in this Policy, under normal circumstances in the discretion of AMS and Subsidiaries, but without precedent to any future incident which this or any other employee, may be offered the opportunity to enter into a Last Chance Agreement. The primary objective of the Last Chance Agreement is to help rehabilitate an employee who has or may develop alcohol, drug dependency health or behavioral problems. As part of the Last Chance process, an employee will be referred to an employee assistance program or to some form of inpatient or outpatient treatment program.

Regardless, such a referral does not insulate the referred employee from the responsibility when at work to abide by all terms and conditions of employment.

2. AMS and Subsidiaries shall have the sole discretion to determine whether or not to allow the employee to continue working while undergoing treatment or counseling. Upon completion of the approved counseling center program, and provided there is work available, the employee shall be reinstated to his/her former position of employment.
3. During the period of treatment and/or counseling and upon return to work following completion of treatment and or counseling the employee shall be subject to random mandatory drug testing for a period of twelve (12) months.
4. The Last Chance Agreement shall provide that an employee testing positive for substance abuse may return to employment at AMS and Subsidiaries only under the following conditions:
 - a. The employee must sign a written acknowledgment admitting that he/she has a substance abuse problem.
 - b. The employee must successfully complete a treatment protocols recommended to the employee and AMS and Subsidiaries
 - c. The employee must agree to submit to unannounced random testing for the duration of the treatment plus twelve (12) months following completion of the treatment.
 - d. An employee returning to work under a Last Chance Agreement will be subject to immediate discharge without recourse for any violation of this Policy including, but not limited to, a positive drug test result, alcohol test result of 0.02 or greater or refusal to test.
 - e. An employee who successfully completes the treatment or counseling program and who is returned to work will be encouraged to contact and avail him/herself of the AMS and Subsidiaries Employee Assistance Program for assistance and support on a self-referral basis.



WARRANTY

Allied Mechanical Services, Inc. hereby warrants that all work performed, or materials furnished in the construction of the above referenced project, pursuant to our contract, shall be free of defects of faulty workmanship and/or materials per the time period mentioned in specifications.

Upon written notice of any defects resulting from faulty workmanship or material within the above time period, Allied Mechanical Services, Inc. will correct or replace same within a reasonable period of time.

This warranty shall not cover defects resulting from damage not caused by the defect, negligence, normal wear and tear, or failure to follow maintenance or operating instructions. Under no circumstance will Allied Mechanical Services, Inc. be liable for incidental or consequential damage.

HAROLD IMMEEKUS

PROJECT MANAGER



ALLIED MECHANICAL SERVICES

EDUCATION

Licensed Auto Mechanic... 1985
Completed plumbing apprenticeship..1988

CERTIFICATIONS

Licensed Master Plumber
Certified Welder (Tig & Stick)
Confined Space
Med Gas
First Aid

Harold has been a part of the AMS team since 1988 and in the plumbing trade for 37 years. Throughout his time with AMS, Harold has held the roles of Pipefitter, Plumber, Field Forman, Superintendent and has been in the Project Manager role since 1998. During his Career, Harold has held his Master Plumber's license as well as continued his education through workshops to stay current on the trade. Harold's specialty is maintaining reoccurring customer accounts including process piping, pharmaceutical, Production, and Steam and Condensate.

RECENT EXPERIENCE

- East Lansing WRRF Clarification & Aeration
- East Lansing WRRF Solids Handling with Digestion
- Zoetis Chilled Water & Comp Air Expansion
- Brembo New Foundry Facility
- Abbott Nutrition Frigid Water Expansion
- WMU Chemistry Building
- WMU College of Engineering and Science
- WMU Campus Steam Tunnel Projects

DAVE STUART

PROJECT SUPERINTENDENT



ALLIED MECHANICAL SERVICES

CERTIFICATIONS

- Licensed Journeyman Plumber
- Licensed Med gas Installer/Brazer
- OSHA 10hr Training
- OSHA 30hr Training
- Skytrack/Forklift
- Scaffolding
- Aerial/Scissor lifts
- Asbestos awareness
- Confined Space

Dave joined Allied Mechanical Services in 1991 as an apprentice, and completed the program in 1995. He is a state licensed journeyman plumber who has been a site superintendent since 1997 with an expansive knowledge of wastewater projects.

RECENT EXPERIENCE

- Jackson WWTP Clarifier Launder Covers
- Jackson WTP Filter Pipe Gallery Improvements
- Jonesville WTP
- Homer WWTP Lagoon
- Albion College Misc. Projects
- Charles River Archives Central Shipping

JAMES OUDBIER

ESTIMATOR



**ALLIED MECHANICAL
SERVICES**

James has been estimating a variety of mechanical projects for over 17 years. He has considerable knowledge of the mechanical contracting industry and specializes in Water & Waste Water Treatment Plant work.

RECENT EXPERIENCE

- Grand Rapids WRRF Biodigester (Design Build)
- Grand Rapids WRRF Biodigester Mixing System (Design Build)
- Wyoming Clean Water Plant Odor Control
- MSU Water Treatment Plant
- Grand Haven WWTP Improvements
- Grand Haven Pump Station Improvements

EDUCATION & CERTIFICATIONS

HVACR Engineering Technology 2005

Ferris State University, Bachelor of Science

Mechanical Contractor's License with classifications 1, 2, 4, 5, 6, 7, 8

Boiler Installer's License – 5B

EPA Universal Technician as required by 40CFR part 82 subpart F

DAN NIELSEN

SAFETY DIRECTOR



ALLIED MECHANICAL SERVICES

EDUCATION

Grand Valley State University

Bachelor's Degree in Occupational
Safety and Health Management

CERTIFICATION

Graduate Safety Practitioner (GSP)
designation through the Board of Certified
Safety Professionals.

Dan plays a crucial role in the safety of all AMS employees both in our shops as well as on our various jobsites. Dan brings with him extensive safety experience in a multitude of facilities and jobsites, both creating and managing safety programs. His attention to detail, ability to demonstrate active listening, and attentiveness on all jobsites and in both shops have created a safer environment for not only our team, but also companies around us.

RECENT EXPERIENCE

- Graphic Packaging
- Western Michigan University Student Center
- Various Pfizer Projects
- East Lansing Wastewater
- Hastings Wastewater
- Grand Rapids Phosphorus Recovery
- Grand Rapids Renewable Natural Gas
- Metro Health – Allendale
- Borgess Hospital
- Ludington Elementary



References from individuals/Entities:

Nick Mangas
City of Jackson
nmangas@cityofjackson.org
517-788-4073

Bill Poelma
wpoelma@grand-rapids.mi.us
616-334-7876

The City of EL WRRF contact from Tetra Tech is Brent Bode
brent.bode@tetrattech.com
(616) 262-4203

Ada Booster station:
Jacob Bruggink
616-363-9801
jbruggink@mbce.com

Coopersville Booster station:
Larry Erhardt Jr. with Skye Construction
lerhardtjr3@msn.com
616-915-5279

Brian Phillips
Fishbeck
MSU WTP
616-443-9915
bdphillips@ftch.com

Quality Control Log

Compan	Item	Location	Solution	Date Identified	Date Resolved	Ready for Review?	Reviewed by/Date	Comments	
1	AMS	Various branch lines not square	Throughout site.	Square lines up when connected to equipment.	8/20/18	7/18/19	Yes	lb 8/14/19	All equipment connections are complete. Any lines needing adjustment have been addressed.
2	AMS	Additional hangers needed or adjusted.	Throughout site.	Add hangers or adjust hangers as needed when piping is connected to equipment.	8/20/18	7/18/19	Yes	lb 8/14/19	Hangers have been adjusted/added where needed.
3	AMS	Mains not square	2C, Corridor H 222	Plumb hangers up, adjust mains as needed.	8/20/18	9/10/18	Yes	lb 2/1/19	
4	AMS	Mains not square, branch lines not level.	2C, Open Office 28100	Plumb hangers up, adjust mains as needed. Adjust hangers as needed.	8/20/18	11/8/18	Yes	lb 2/1/19	
5	AMS	CFW lines need to be re-positioned.	2C, Corridor H 226	Square up and reposition lines in hangers.	8/20/18	8/30/18	Yes	lb 2/1/19	
6	AMS	Mains not square	2C, Open Office 27000	Plumb hangers up, adjust mains as needed.	8/20/18	9/7/18	Yes	lb 2/1/19	
7	AMS	2" HHW lines not straight.	1C, Rm 17030	Plumb hangers up, square lines up.	8/20/18	9/12/18	Yes	lb 2/1/19	
8	AMS	2.5" HHW mains not straight.	1C, H 116 corridor	Plumb hangers up, adjust mains as needed.	8/20/18	9/10/18	Yes	lb 2/1/19	
9	AMS	Protect FCU, square unit up.	1A, FCU-1116	Cover unit and square up/adjust hangers as needed.	8/20/18	8/30/18	Yes	lb 2/1/19	
10	AMS	Lowpoint drain not square	1 E near womens R 109	Square valve up to main.	8/21/18	9/12/18	Yes	lb 2/26/19	
11	AMS	Lines not square (former storm clash)	1F, near STU-13001_1	Repipe branch line as needed.	8/21/18	9/20/19	Yes		
12	AMS	Line not square	1G near stairwell	Square line up as needed.	8/22/18	12/3/18	Yes	lb 4/3/19	
13	AMS	Clash with conduit	3E near Elec e_303	Investigate w/ Buiss, repipe if needed.	8/22/18	8/30/18	Yes	lb 3/1/2019	
14	AMS	Line feeding AHU-11 not insulated	3F near risers to AHU-11	Re-weld and square line up as needed.	8/22/18	9/13/18	Yes	lb 4/3/19	
15	AMS	Insulation clearance issue with sprinkler.	3G near Collab 32032	Investigate w/ Tostol and repipe as needed.	8/22/18	8/30/18	Yes	lb 3/1/19	
16	AMS	Carbon riser feeding AHU-17 not plumb.	3G feeding AHU-17	Adjust riser as needed.	8/22/18	8/31/18	Yes	lb 2/26/19	
17	AMS	Missing strut clamps.	3G near stairwell.	Add strut clamps.	8/22/18	9/6/18	Yes	lb 2/1/19	
18	RCM	Various branch lines not square	Throughout site.	Square lines up when connected to equipment.	8/20/18	9/20/19	Yes		
19	RCM	Adjust various hangers	Throughout site.	Adjust/plumb hangers up when connected to equipment.	8/20/18	9/20/19	Yes		
20	RCM	P-traps not supported	LL, Multiple locations	Add hangers on p-traps	8/21/18	4/25/19	Yes	lb 5/6/19	All p-traps are supported throughout site
21	RCM	Support various storm clean outs	Throughout site	Install hanger at wye/cleanout	8/21/18	4/30/19	Yes	lb 8/14/19	All wye/cleanouts are supported throughout site
22	RCM	Pipes not straight or supported to wall	1A - rm 15010	Secure to wall and straighten.	8/21/18	8/29/18	Yes	lb 4/10/19	
23	RCM	Pipe not straight to H wall	1A - rm 15052	Straiten lines and secure to wall	8/21/18	8/30/18	Yes	lb 3/1/2019	
24	RCM	VTR riser not plumb	1A - rm 15054	Plumb riser	8/21/18	8/30/18	Yes	lb 4/3/19	
25	RCM	Air line not plumb	1A - rm 15057	Plumb air line	8/21/18	8/30/18	Yes	lb 4/3/19	
26	RCM	Additional couplings	1A - rm 06009	Repipe as needed.	8/21/18	8/30/18	Yes	lb 8/31/18	
27	RCM	Pipe not in wall	1C - @ col 18C	Move pipe into framing around column	8/22/18	9/14/18	Yes	lb 2/13/19	
28	RCM	Pipe not properly supported	2A - corr @ col 4C	Add hanger on 8" 90	8/22/18	9/6/18	Yes	lb 4/15/19	
29	RCM	Pipe pushed out of wall for framing	2A - corr @ col 4D	Re-install lines into framing around column	8/22/18	9/6/18	Yes	lb 2/13/19	Verified lines are back within framing on 9-6-18
30	RCM	Pipe not properly supported	2A - corr H 214	Add hanger on 6" 90	8/22/18	10/4/18	Yes	lb 2/13/19	
31	RCM	Pipe not properly supported	2B - corr H 219 @ col 9B	Add hanger on 8" 90	8/22/18	9/12/18	Yes	lb 2/13/19	
32	RCM	Unistrut out of chase	2B - 26026	Relocate unistrut into chase	8/22/18	9/7/18	Yes	lb 9/7/18	
33	RCM	Additional couplings	3F - corr H 303	Re-pipe to eliminate additional couplings	8/22/2018	8/29/2018	Yes	lb 8/21/18	
34	RCM	Additional couplings	3E - rm 13000	Re-pipe to eliminate additional couplings	8/22/2018	8/29/2018	Yes	lb 8/31/18	
35	RCM	Pipe not in wall	1E - rm R 110	Move pipe into wall	8/22/2018	8/29/2018	Yes	lb 8/31/18	
36	RCM	Multiple couplings in bathroom group water piping.	2E/F, Mens R 205, Womens R 204	Repipe bathroom group to eliminate excess couplings	8/16/2018	1/8/2019	Yes	lb 1/11/19	Bathroom group has been
37	RCM	Pipe not properly supported	1F - rm 14090	Add hanger on 8" 90	8/22/2018	9/6/2018	Yes	lb 4/15/19	
38	AMS	Lowpoint drains needed	Bsmnt. Rm 05002	Cut tee's in place & install l.p. drains.	9/7/2018	9/12/2018	Yes	lb 5/3/19	
39	AMS	Touchup paint roof AHU's	PD/WP Roofs	Clean units and re-paint as needed.	9/17/2018				9/20 UPDATE: Unit touchup painted has begun and will be ongoing for the next week or two.
40	AMS	HRC liquid supply lines kinked.	Chiller Rm 07020	Evacuate refrigerant, replace and recharge chiller.	9/12/2018	6/20/2019	Yes	lb 8/14/19	Trane techs have replaced lines.
41	AMS	Various AHU coil fins have been hit.	PD/WP Roofs	Comb out coil fins as needed.	9/13/2018				Once construction in AHU units has been completed, we will clean and comb out fins. 1.9.19 UPDATE: We have been doing a preliminary "comb" of the fins as the AHU's have been tested.
42	AMS	OH-1,2,3 insulation has been damaged.	Chiller Rm 07020	Touch up paint economizer barrels and re-insulate damaged areas.	9/11/2018	7/18/2019	Yes	lb 8/14/19	Kasten has completed the insulation repairs.
43	RCM	Strut not in wall.	2A, Open Office 25070	Cut strut back inside of wall.	9/19/2018	10/10/2018	Yes	lb 2/1/19	
44	RCM	Lines not level.	1E, Servers 13000	Adjust hangers as needed.	9/18/2018	9/21/2018	Yes	lb 2/1/19	
45	AMS/RCM	Drywall damage due to ongoing RI work.	Various locations found, notably in 1A.	Coordinate with Titan on repairs.	9/21/2018	9/20/2019	Yes		
46	AMS	Insulation clearance with stud walls.	Various locations.	Coordinate with Titan on clearance requirements.	9/21/2018	9/20/2019	Yes		This specific pic is at the 10/H intersection, @ col. Line X.
47	RCM	PVC lines need hangers.	2C, outside of Elec Rm E-208	Add hangers as needed.	9/21/2018	11/6/2018	Yes	lb 2/4/19	
48	RHC	Coil needs to be replaced.	1A, corridor H 105	Replace coil.	9/28/2018	11/1/2018	Yes	lb 11/1/18	Coil has been replaced.
49	AMS	STU supply line not square.	LL B, Electronics Cleaning Rm.	Square supply line up as needed.	9/28/2018	10/5/2018	Yes	lb 3/5/19	
50	AMS	Hangers missing	1G, near Rm. 12033	Add hangers	10/4/2018	10/5/2018	Yes	lb 3/5/19	Lines have been cut back until equipment has been set.
51	AMS/FHC	UFW coil leaking.	Coil 24000-3, Open Office 24000 2E	Replace coil.	10/12/2018	1/10/2019	Yes	lb 1/10/2019	Coils have been reinstalled. Piping reconections to follow.
52	AMS/FHC	UFW coil leaking.	Coil 23040-2, Open Office 23040 2F	Replace coil.	10/15/2018	1/10/2019	Yes	lb 1/10/2019	Coils have been reinstalled. Piping reconections to follow.
53	AMS/FHC	UFW coil damaged	Coil 31024, Collab 31024.	Replace coil.	10/19/2018	1/10/2019	Yes	lb 1/10/19	Coils have been reinstalled. Piping reconections to follow.
54	AMS/FHC	UFW coil damaged	Coil 23036, Open Office 23040	Replace coil.	10/19/2018	10/24/2018	Yes	lb 2/6/19	Coil was inspected during a factory visit and damage was deemed to not affect performance.
55	AMS	Misc. underfloor piping repairs.	Throughout bld.	Address piping support issues and any damaged coils as needed.	10/25/2018	9/20/2019	Yes	lb 1/22/19	9/20 UPDATE: All areas have been checked over and complete.
56	RCM	Riser not supported.	3F, Toilet R 206	Add supports on 2" vents thru the roof.	10/31/2018	1/16/2019	Yes	lb 1/16/19	
57	RCM	Riser not supported.	3F, Toilet R 206	Add supports on 4" vents thru the roof.	10/31/2018	11/15/2018	Yes	lb 1/16/19	
58	RCM	Plumb not plumb.	1F, Kitchen	Plumb lines up as needed.	10/31/2018	11/15/2018	Yes	lb 1/16/19	
59	AMS	Hanger not plumb.	Bsmnt. HHW Boiler Rm.	Plumb hanger up as needed.	11/9/2018	11/15/2018	Yes	lb 3/12/19	
60	AMS	Return piping not	1D, Rm. 19008	Plumb/square piping up as needed.	11/27/2018	1/17/2019	Yes	lb 5/4/19	
61	AMS	Supply line needs to be	2B, Corridor H 220	Clamp pipe to strut or add hanger.	11/27/2018	12/12/2018	Yes	lb 5/29/19	
62	AMS	Hanger installed on strainer	2C, Office 28090	Install hanger on pipe.	11/27/2018	12/11/2018	Yes	lb 5/29/19	
63	AMS	Plewy-back hanger in place	2C, Office 28091	Install individual hanger for piping.	11/27/2018	12/12/2018	Yes	lb 5/4/19	
64	AMS	Hangers missing	2C, Huddle 28093	Install hangers on supply/return piping.	11/27/2018	12/12/2018	Yes	lb 5/4/19	
65	AMS	Flex hose not straight	2C, Open Office 28130	Rework piping to straighten hose out.	11/27/2018	12/12/2018	Yes	lb 5/4/19	
66	AMS	Plewy-back hanger in place	2B, Corridor H 219	Install individual hanger for piping.	11/27/2018	12/3/2018	Yes	lb 3/12/19	
67	AMS	Supply line is squeaking.	LL A, Marketing Core	Install pipe hanger as needed.	12/3/2018	12/4/2018	Yes	lb 4/18/19	
68	AMS	Lines not square.	LL A, Test Lab Storage 05041	Square lines up as needed.	12/3/2018	1/3/2019	Yes	lb 4/18/19	
69	AMS	Flex hose not straight	LL B, Corridor	Square flex hoses up as needed.	12/3/2018	12/7/2018	Yes	lb 5/4/19	Lines will be squared up after final duct connections have been made.
70	AMS	Hangers installed on flex hoses	LL B, Electronics Cleaning Rm.	Install hangers on piping.	12/3/2018	12/5/2018	Yes	3/12/2019	
71	AMS	Lines not square	LL B, Electronics Coating	Square lines up as needed.	12/3/2018	12/5/2018	Yes	lb 2/13/19	
72	AMS	Hanger needed on supply line	LL C Boiler Rm.	Install hanger.	12/3/2018	12/4/2018	Yes	lb 2/26/19	

73	AMS	Return line insulation clash w/ cast iron line.	LL C. Facilities Storage	Coordinate with RCM for required insulation clearance.	12/3/2018	12/4/2018	Yes	Job 5/4/19	
74	RCM	Pipe not straight	1G-Corr. H. 101	Straighten cast iron piping	12/4/2018	1/4/2019	Yes	Job 4/18/19	
75	RCM	Pipe not properly supported	2F-Central Coffee Bar	Add support to 2" drain to DW	12/4/2018	12/12/2018	Yes	Job 12/12/18	
76	RCM	Pipe not properly supported	2F-7.9A/GG	Add support to 4" San stack	12/4/2018	12/12/2018	Yes	Job 12/12/18	
77	RCM	Pipe not properly supported	2F-Women's R. 204	Add support to 2" vent off carrier	12/4/2018	12/12/2018	Yes	Job 12/12/2018	
78	FHC	Hanger rods crooked	1B, Woody 15051	Plumb hangers up.	12/11/2018	9/20/2019	Yes		
79	AMS	Hanger on flex hose	1A, Rm 15017	Relocate hanger.	12/11/2018	12/19/2018	Yes	3/12/2019	Strut support has been added downstream of return flex hose.
80	AMS	Flex hose lying on strut	1A, Corridor H. 107	Relocate strut.	12/11/2018	1/10/2019	Yes	Job 5/4/19	
81	FHC	Strut not straight	11B, Test Lab Storage	Square duct up.	12/7/2018	1/4/2019	Yes	Job 1/25/19	
82	AMS	Supply line not square	1B, Woody Junior 15028	Square supply line up as needed.	12/18/2018	12/21/2018	Yes	Job 4/22/19	
83	AMS	Supply / return lines not	1B, Packstation Lab 18007	Square lines up as needed.	12/18/2018	1/11/2019	Yes	Job 5/4/19	
84	AMS	Supply line not square	1B, Corridor H. 115	Square supply line up as needed.	12/18/2018	12/21/2018	Yes	Job 5/29/19	
85	AMS	Hangers on flexes	1B, Test Systems 18021	Relocate hangers as needed.	12/18/2018	12/19/2018	Yes	Job 5/29/19	
86	AMS	Return line not square	1B, Test Systems 18021	Square return line up as needed.	12/18/2018	12/19/2018	Yes	Job 5/29/19	
87	FHC	"L" brackets loose or missing on underfloor coils.	Throughout underfloor system.	Reinstall / tighten "L" brackets for UPW coils.	12/18/2018	9/20/2019	Yes		9/20 UPDATE: All brackets have been secured as part of our underfloor sweep.
88	FHC	Various hangers not plumb.	1A/B	Plumb up or reinstall hanger rods.	12/19/2018	8/6/2019	Yes	Job 8/14/19	
89	FHC	Various duct runs not square	1A/B	Square duct up as needed.	12/19/2018	8/6/2019	Yes	Job 8/14/19	
90	RCM	Pipe not supported	3F-Coffee Bar 33036	Add supports as needed.	1/8/2019	1/16/2019	Yes	Job 5/29/19	
91	AMS	Pipe not square	1F/G, Open Office 12020	Straighten piping out as needed.	1/10/2019	4/1/2019	Yes	Job 4/22/19	
92	AMS	Return side ball valve not	1F/G, Open Office 12020	Re-install ball valve so handle is plumb.	1/10/2019	4/1/2019	Yes	Job 6/5/19	
93	AMS	Piping / wall interference	1F, Storage 13014	Repipe coil to avoid wall.	1/10/2019	4/2/2019	Yes	Job 6/5/19	
94	AMS	Unnecessary supply pipe loop.	1F, ER 13015	Repipe supply line to remove flex loop.	1/10/2019	4/2/2019	Yes	Job 6/5/19	
95	AMS	Supply line not level	2A, Build/Test 25064	Adjust hanger to level supply.	1/24/2019	7/19/2019	Yes	Job 8/14/19	
96	AMS	Coil connections sagging	2B, Corridor H. 221	Add hangers to coil connections.	1/24/2019	4/3/2019	Yes	Job 4/10/19	
97	AMS	Coil connections sagging	2C, Huddle 28003	Add hangers to coil connections.	1/24/2019	4/4/2019	Yes	Job 4/10/19	
98	AMS	Supply line clash with stud	1E, Womens R. 109	Re-pipe supply to avoid wall clash	1/24/2019	4/2/2019	Yes	Job 4/10/19	
99	AMS/FHC	UPW coil froze and cracked.	2A, Open Office 25060-1	Replace coil and reinstall pipe coil kit.	2/1/2019	4/3/2019	Yes	Job 4/19/2019	
100	RCM	Pipe not properly supported	3G, Coffee 33036	Add support on 2-2" vit's	2/12/2019	2/22/2019	Yes	Job 4/22/19	
101	RCM	Pipe not properly supported	3G, R303	Add support on 4" VTR	2/12/2019	2/22/2019	Yes	Job 4/10/19	
102	RCM	Pipe not properly supported	3G, R303	Add support on 8" storm in chase	2/12/2019	2/22/2019	Yes	Job 4/10/19	
103	RCM	Pipe not properly supported	3F, Ritchen/Servery	Add support on 2" VTR	2/12/2019	2/22/2019	Yes	Job 4/5/19	
104	RCM	Pipe out of plumb	3F, Open Office 33000	Straighten/plumb line	2/12/2019	2/22/2019	Yes	Job 4/5/2019	
105	AMS	Torn/removed insulation, verify no piping issues.	1G, stu-12032	Review piping/replace insulation	2/19/2019	5/28/19	Yes	Job 5/29/19	
106	RCM	Pipe not properly supported	1 E, Mens R110	Add pipe supports as needed.	3/12/2019	4/25/19	Yes	Job 5/29/19	
107	RCM	Pipe not properly supported	1E, Private Locker - R108	Add pipe supports as needed.	3/12/2019	4/25/19	Yes	Job 8/14/19	
108	RCM	Pipeline not straight	LL Plumbing - 07000	Straighten pipe as needed.	3/12/2019	3/18/19	Yes	Job 4/5/19	
109	FHC	Fulton boiler stack gaskets need replacing.	stack shaft	Reinstall stacks with new gaskets	3/20/2019	4/11/19	Yes	Job 4/5/19	All stacks have been replaced. FHC will continue to monitor for any leaks.
110	AMS	CHW coil has a hairline crack	AHU-5	Trane tech to repair crack.	4/5/2019	6/12/19	Yes	Job 8/14/19	6/13 Update: Trane techs were onsite 6/12 to make the coil repairs.
111	AMS	CHW coil has a hairline crack	AHU-6	Trane tech to repair crack.	4/5/2019	5/2/19	Yes	Job 8/14/19	
112	RCM	CPVC lines not square	LL C	Square lines up as needed.	4/17/2019	4/24/19	Yes	Job 5/29/19	
113	AMS	Return line not square	1F, Servery 13000	Square line up as needed.	4/17/2019	4/19/19	Yes	Job 4/22/19	
114	RCM	Copper touching steel pipe	Receiving - LL-A-05002	Re-pipe to avoid contact with steel pipe	5/2/2019	7/11/2019	Yes	Job 8/15/2019	
115	RCM	Piping not square	Receiving - LL-A-05002	Straighten/square up piping	5/2/2019	6/18/2019	Yes	Job 8/15/2019	
116	AMS	Various lowpoint drains below ceiling grid.	2A/B	Shorten drain valve piping as needed.	4/26/2019	5/2/2019	Yes	Job 5/29/19	
117	AMS	Return line below ceiling grid.	2A, Open office 25060-1	Raise return line as needed.	5/7/2019	5/11/2019	Yes	Job 5/29/19	
118	AMS	Lowpoint drain missing cap	3F, Open Office 33000	Install cap	5/30/2019	6/21/2019	Yes	Job 8/15/2019	
119	AMS	CH-1 purge valve was damaged.	Chiller Rm 07020	Replace damaged valve.	6/20/2019	9/16/2019	Yes		9/16 UPDATE: Purge valve replacement and final startup has been completed.
120	AMS	AHU-5 circulation pump	AHU-5	Inspect/replace motor	8/14/2019				9/20 UPDATE: VFD startup tech is making a site visit to inspect the drive with Buss/Stemens, as this may not be a motor related issue.



ALLIED MECHANICAL SERVICES

Relevant Major Completed Work Last 5 Years

Project	Owner	Architect Contact Information	Completion year	Contract \$	Type Of Project
Stryker Instruments Divison Facility	Stryker Instruments	Tower Pinkster - 616-456-9944	2019	\$32,000,000.00	Plumbing and Mechanical
MSU Water Treatment Plant	Michigan State University	Fishbeck - 616-575-3824	2019	\$ 3,890,000.00	Process Piping
Surgery Addition & 6 North Renovation	Ascension Health/Borgess	HED - 248-262-1500	2020	\$ 6,200,000.00	Mechanical and plumbing
Boyen Birthing Center Renovation	Holland Hospital	Mathoi & Colin Associates, LLC - 312-939-4062	2020	\$ 3,568,455.00	Mechanical and plumbing
Wastewater Plant Improvements	Grand Haven -Spring Lake Sewer Authority	Prein Newhof- 616-364-8491	2020	\$ 1,900,000.00	Plumbing and Mechanical
BiODigestion with Combined Heat and Power	City of Grand Rapids	Tetra Tech - 517-394-7900	2020	\$19,900,000.00	Process Piping
South Neighborhood Housing	Western Michigan University	Stanleeh - 1-866-782-6832	2020	\$ 7,500,000.00	Mechanical
Renewable Natural Gas	City of Grand Rapids	Tetra Tech - 517-394-7900	2020	\$ 1,200,000.00	Process Piping
Solids Handling Improvements with Digestion	City of East Lansing	Tetra Tech - 517-394-7900	2020	\$11,222,000.00	Plumbing
Mercy Health Muskegon Consolidation Project	Mercy Health	HGA - 414.278.8200	2021	\$23,310,000.00	Plumbing and Mechanical
South Christian	South Christian	AMBG - 616-454-1600	2021	\$ 1,716,000.00	Mechanical Piping
MSU Research Center	Michigan State University	Smith Group - 312-641-0770	2021	\$12,391,000.00	Plumbing and Mechanical
Graphic Packaging International Inc.	Graphic Packaging	Affy- 646 651 1547	2021	\$25,000,000.00	Process Piping and Mechanical



March 18, 2022

Allied Mechanical Services Inc
5688 E ML Avenue
PO Box 2587
Kalamazoo MI 49003

Re: Workers Compensation

The purpose of this letter is to confirm Allied Mechanical Services, Inc workers compensation experience modification factors for the current and previous three terms:

03/01/22 to 03/01/2023 – .86
03/01/21 to 03/01/2022 – .85
03/01/20 to 03/01/2021 – .87
03/01/19 to 03/01/2020 – .84

If you have any questions, please let me know. Thank you!

Respectfully

A handwritten signature in blue ink that reads 'Tammy VanderStelt'. The signature is written in a cursive, flowing style.

Tammy VanderStelt
Senior Account Manager

140 Monroe Center Street NW, Suite 200 | Grand Rapids, MI 49503



Allied Mechanical Safety

Allied Mechanical Services stresses the importance of workplace safety to all employees. Safety and health are an integral part of all operations including planning, development, production, admin, sales, and transportation. Accidents have no place in our company. We work consistently to maintain safe and healthful working conditions. Our efforts of creating a safe work environment include but are not limited to:

1. A full time Safety Director to implement site specific requirements
2. Individual project evaluations to determine potential risks
3. Routine site safety assessments
4. Minimum weekly Toolbox talks
5. Monthly safety committee meetings to discuss safety needs with various field and office personnel
6. Required OSHA training
7. Utilization of third party safety consultants to determine risk without bias- contact information: Thomas R. Schoenberger, 614-519-1940

All employees are expected to follow safe working practices, obey rules and regulations, and to work in a way which maintains safety and health standards developed and sanctioned by the company. We urge all employees to make our safety and health program an integral part of their daily operations. It is our goal that the total elimination of accidents and injuries will become not just an objective, but a way of life.

Allied Mechanical Employee OSHA10/30

Boone, Scott	P	10
Boucher, Andrew	P	10
Clark, Blake	SM	10
Deemer, Steve	P	10
Huizinga, Jeff	PM	10
Love, Bradley	SM	10
Matthews, Jeff	P	10
Meyer, Rick	P	10
Midose, Jeff	P	10
Miller, Terry	P	10
Raith, Richard	P	10
Rozema, Troy	Service	10
Shook, Randy	P	10
Sloan, Mark	P	10
Stahlhood, Rocky	P	10
Terry, Thomas	P	10
Witkowski, John	P	10
Anderson, Ed	P	30
Baatz, Mike	SM	30
Babcock, Charlie	P	30
Bamm, Doug	SM	30
Bergman, Brian	P	30
Black, Jeff	P	30
Blouin, Kerry	P	30
Bowers, Matt	P	30
Brown, Benjamin	P	30
Butler, Matt	SM	30
Cross, Darius	P	30
Doolittle, Jason	SM	30
Dowding, Dustin	SM	30
Eifler, Duane	P	30
Eifler, Rob	P	30

Eshuis, Ben	P	30
Flanders, Mark	P	30
Flanders, Zach	P	30
Hale, Dan	BIM	30
Halsey, Brian	SM	30
Harris, Todd	P	30
Herder, Jason	SM	30
Huizinga, Mark	PM	30
Jean, Samuel	P	30
Kienitz, Erik	SM	30
King, Robert	SM	30
Klein, Ken	P	30
Koppenol, Mike	P	30
Leep, Curtis	P	30
Lemmer, Steve	P	30
Manning, Mike	SM	30
Martinez, Ruben	P	30
Modderman, Jeff	PM	30
Modderman, Seth	P	30
Moore, Kevin	SM	30
Myers, Alex	P	30
Olney, Chuck	P	30
Parker, Bob	P	30
Reed, Don	P	30
Smith, Brandon	SM	30
Storey, Theron	P	30
Stuart, Dave	P	30
Szykely, Travis	SM	30
Taliaferro, Aaron	SM	30
Tyler, Ken	SM	30
Vandenberg, Steve	P	30
Wyman, Daniel S	SM	30



Criteria 28

Allied Mechanical Services, Inc. has a rich culture of equity, inclusiveness and respecting and protecting its employees. All employees and applicants will not be discriminated against regarding race, color, religion, age, sex, national origin, sexual orientation, disability status, gender identity or expression or any other characteristic protected by federal and local laws.

Allied Mechanical Services is dedicated to creating an inclusive work environment for everyone. We embrace and celebrate the unique experiences, perspectives, and cultural backgrounds that each employee brings to our workplace. Allied Mechanical Services strives to foster an environment where our employees feel respected, valued, and empowered, and our team members are at the forefront in helping us promote and sustain an inclusive workplace.

Allied Mechanical is on a mission to change lives through employment and can back that statement with action. Our company has been actively hiring and recruiting returning citizens, working to identify and break down barriers to employment, and engaging in the communities we serve. In 2020 our company won a national diversity excellence award, based on our workforce hiring, retention practices and educational opportunities. This year in 2022 we announced a new program for current and potential employees to gain reliable transportation for better work outcomes.

See the following web articles about our work:

Diversity award: <https://grbj.com/news/construction/allied-mechanical-wins-diversity-award/>

Auto Program: <https://grbj.com/news/construction/local-contractor-breaks-down-barriers-to-employment/>

Best Regards,

A handwritten signature in blue ink, which appears to read 'Steve Huizinga', is positioned above the typed name.

Steve Huizinga, President



January 4, 2022

Bid Discount Approval Letter

James Oudbier
Allied Mechanical Services
3860 Roger B Chaffee Memorial Blvd
Wyoming, MI 49548

We have received the documentation you recently submitted requesting a bid discount under the Equal Business Opportunity – Construction Guidelines. After reviewing your information, we have approved the following bid discount(s):

Type of Discounts	No. of	Date Expiration	Comments
Construction Workforce	3%	12/31/2022	

Total Bid Discount(s) 3%

If you have any questions regarding the discount(s) listed above or any other discount(s), please feel free to contact Alvin Hills IV at (616) 456-3027.

Sincerely,

A handwritten signature in blue ink that reads "Patricia Caudill".

Patricia Caudill, ASO II
Office of Diversity and Inclusion

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Amendment 2 to the Professional Engineering Services contract with Fishbeck**

Recommendation:

Approval of Amendment 2 to the contract for professional engineering services for improvements to the wastewater treatment plant with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$36,404.00, and authorization for the City Manager and Director of Public Works to sign the appropriate document.

Attached is a report from Troy R. White, Assistant City Engineer, regarding an amendment to the above referenced contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., Assistant City Engineer
DATE: January 10, 2023

RECOMMENDATION: Approval of Amendment 2 to the contract for professional engineering services for improvements to the wastewater treatment plant with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$36,404.00, and authorization for the City Manager and Director of Public Works to sign the appropriate document.

SUMMARY

The attached Contract Amendment 2 will provide for additional professional engineering services needed to analyze current conditions and to design a project to rehabilitate the sanitary sewer that serves the Water Treatment Plant.

BUDGETARY CONSIDERATIONS

This Contract Amendment represents an increase of \$36,404, bringing the current contract amount to \$460,554.00.

HISTORY, BACKGROUND and DISCUSSION

On December 9, 2021, City Council approved the award of a contract in the amount of \$395,000.00 to Fishbeck, Inc. of Grand Rapids, Michigan for professional engineering services for improvements to the wastewater treatment plant.

In December of 2021, a section of 1924 vitreous clay sewer pipe at the water treatment plant was blocked and out of service. Because this sewer is critical to the operation of the water treatment plant, a section of 207 feet of pipe was replaced on an emergency basis with polyvinyl chloride pipe and restored to service. A section of approximately 200 feet of the 1924 vitreous clay pipe remains in service at the plant. The remaining clay pipe has been determined to be in poor condition and in need of replacement before it too fails. On July 22, 2022, City Council approved Contract Amendment 1 to provide engineering services to do just that.

DISCUSSION OF THE ISSUE

The initial engineering for the next phase of the sewer repair showed deficiencies beyond just the age and condition of the subject pipe. The pipe was found to have been originally constructed with backfall, to be connected to stormwater catch basins and to have one of its manholes buried within the railroad right-of-way adjacent to the water treatment plant property. To address these deficiencies, additional surveying, sewer televising, lateral design and railroad permitting is needed. This additional work is beyond the scope of services in previously approved Contract Amendment 1. Details regarding the scope of the additional work and associated costs are outlined in the attached letter from Fishbeck, Inc. dated December 5, 2022.

POSITIONS

Engineering recommends that Amendment 2 to the professional engineering service contract with Fishbeck, Inc. be approved for the not-to-exceed cost of \$36,404.00. I also request that the City Manager and Director of Public Works be authorized to sign the contract documents.

TRW/ss

ATTACHMENT

t:\1025_professional services contracts\22-009_fishbeck_wtp san sewer replacement\amendment 2\department report_contract amend 2_fishbeck for wtp sanitary sewer rehabilitation.docx

**AMENDMENT NO. 2
To Contract for
Professional Engineering Services for Water Treatment Plant Improvements
City of Jackson, Michigan**

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

ORIGINAL CONTRACT AMOUNT	\$ 395,000.00
APPROVED AMENDMENT NO. 1	\$ 29,150.00
CONTRACT AMOUNT AS SET BY CONTRACT AMENDMENT NO. 1	\$ 424,150.00
CONTRACT AMENDMENT NO. 2	\$ 36,404.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	\$ 460,554.00

REASON FOR AMENDMENT:

To add professional engineering services necessary to needed analyze current conditions and to design a project to rehabilitate the sanitary sewer that serves the Water Treatment Plant as described in the letter from Fishbeck, Inc. dated December 5, 2022.

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

ACCEPTED BY:

Jeffrey Brown, P.E.
Fishbeck

Date:

ACCEPTED BY:

Mike Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

December 5, 2022
Project No. 221228

Troy R. White
Assistant City Engineer
City of Jackson Engineering Division
161 W. Michigan Avenue
4th Floor
Jackson, MI 49204

Proposal for Professional Services
Revised Sanitary Sewer Replacement at Water Treatment Plant (Amendment No. 1)

Dear Troy:

As discussed, the city would like to revise the scope of the above referenced project based on information gathered during the preliminary design phase. The original scope of work included replacement of approximately 180 feet of sanitary sewer along Mansion Street just east of the Norfolk Southern railroad crossing. During the preliminary design (survey, geotechnical investigation, and preliminary utility work) it was discovered additional work may be required to address unexpected issues with the sanitary sewer. The issues include backfall on the sewer pipe and a buried manhole in the railroad ROW that limits access for cleaning and sewer maintenance

In addition to work on the sanitary sewer, surrounding storm water drainage was discussed. These secondary concerns involve the existing drainage in and around the High Service Pump and Above Ground Storage Tank.

A site visit was completed by Fishbeck and the City of Jackson, and a revised scope of work was discussed.

Specific changes in the design for the sanitary sewer include:

- Perform additional survey of drainage features and topography at and around the High Service Pump Station and adjacent storage tank. Included in the survey will be the catch basins and associated drainage pipes around the Pump Station. The survey will also include the gravity outlet sewer, sump pump outlet pipe and floor elevation in the basement of the Pump Station. The survey will also include the drainage ditch and culvert end section west of the storage tank as well as the domestic service from the Water Treatment Plant.
- Design sanitary sewer improvements for downhill flow away from the Pump Station and site improvements to promote surface drainage away from the High Service Pump Station.
- Acquisition of Railroad Permit for investigation and adjustment of buried sanitary manhole(s) in the railroad right of way, videoing of sewer, and possible lining of sanitary sewer.
 - Completion of Norfolk Southern (NS) compliant drawings and permit application raising and adjusting casting for sewer cleaning, videoing, and possible CIPP lining of the existing sanitary along Mansion Street.

- Electronic application for the NS permit to RailPros, and payment of permit fees (Permit Fee \$2,500). Total fees are estimated and included below but are subject to change if proposed work changes.
- Fishbeck will work with RailPros and pick up requested changes to the permit. Major changes or rework is not anticipated and are not included in the fee estimate. Total Railroad Flagman fees are also not known at this time and are not included in this proposal.
- Perform video inspection of sanitary sewer from railroad to Water Treatment Plant, estimated at approximately 770'. The full extent of pumping and cleaning sewer is not known at this time, but we have included an estimate of the work needed with this proposal. The Sewer Cleaning/Videoining crew is estimated at \$2,200, plus \$535/hr onsite, and the Dewatering Crew is estimated at \$1,900, plus \$405/hr. We are planning on utilizing Plummer's Environmental for this work.

Additional changes in the review of the site storm water include:

- Review of the drainage around the High Service Pump Station and Above Ground Storage Tank. Design of grade adjustments and modifications for better drainage.

To cover the additional scope of work, we request additional service budget as follows:

Design Services	Estimated Hours	Proposed Budget Increase
Additional Survey	40 hours	\$4,500
Sewer and Drainage Review and Fixes	56 hours	\$7,416
Railroad Permit and Fees	64 Hours	\$12,868
Sewer Video	8 Hours	\$6,480 (Estimated)
Sewer Dewatering	8 Hours	\$5,140 (Estimated)
	Total	\$36,404

Due to expected changes in the final project, we anticipate changes to the scope of work for Construction Phase Services will also be required. However, we propose to wait until the final scope of work is better defined. If you have any questions or require additional information, please contact me at 616.464.3923 or jnkramer@fishbeck.com.

Sincerely,



Jeremy N. Kramer, PE
Senior Civil Engineer

By email
Copy: Mike Berrevoets



Jeff Brown, PE
Senior Vice President

PLOT INFO: 2/20/2022 12:28 CAD/SUPPORT/ADDITIONAL SURVEY.DWG LAYOUT: 1 DATE: 12/5/2022 TIME: 11:59:16 AM USER: JNKRAMER

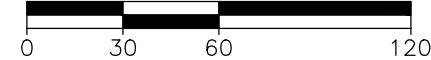
E MANSION ST.



NORTH

PRELIMINARY ADDITIONAL SURVEY

SCALE: 1" = 60'



CITY OF JACKSON

JACKSON, MI

WTP SEWER IMPROVEMENTS

REVISIONS	
9/1/2022	REVISED PRELIM DESIGN

NOT FOR CONSTRUCTION

Drawn By JNK
 Designer
 Reviewer
 Manager JNK

Hard copy is intended to be 22"x34" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.
221228

SHEET NO.

1

©Copyright 2022
All Rights Reserved

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for removal of streetlights on Wisner Street and on Washington Avenue.**

Recommendation:

Approve the Resolutions for Changes to the Standard Lighting Contract with Consumers Energy for removal of streetlights on Wisner Street and on Washington Avenue⁴ and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer accompanied by resolutions, contract change authorization forms, an invoice for \$5,116.00 and a plan sheet from Consumers Energy regarding removal of streetlights as referenced above.

I recommend adoption of the resolutions for the changes 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: January 10, 2023

RECOMMENDATION: Approve the Resolutions for Changes to the Standard Lighting Contract with Consumers Energy for removal of streetlights on Wisner Street and on Washington Avenue and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

The City has requested that Consumers Energy remove several streetlights on Wisner Street and on Washington Avenue. Attached are Authorization for Change in Standard Lighting Contract forms, Resolutions for City Council Adoption, an invoice for \$5,116.00 and additional information from Consumers.

BUDGETARY CONSIDERATIONS

The estimated charge for the removal of the streetlights is \$5,116.00.

HISTORY, BACKGROUND and DISCUSSION

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.

DISCUSSION OF THE ISSUE

The request for the removal of these streetlights is based on the installation of new streetlights with the new traffic signals at the Wisner Street intersections with Ganson Street, North Street and Argyle Street. Also, during the construction of the Albert Kahn apartments in the old Citizen Patriot building, new low level decorative streetlights were added around the building under the cobra head lights on Washington, and one still needs to be removed.

POSITIONS

I request approval of the attached Resolutions for Changes to the Standard Lighting Contract with Consumers Energy for streetlight removals Wisner Street and on Washington Avenue and authorization for the City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS



A CMS Energy Company

CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

November 23, 2022

NOTIFICATION #(s):

1064931076

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

REFERENCE: CITY OF JACKSON LIGHTS, 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.

The estimated cost for your energy request is as follows:

Non Refundable Electric Facilities:	\$	5,116.00
OH Electric Service Installation Fee:		
UG Electric Service Installation Fee:		
Excess Footage Charge:		
Winter Construction Costs:	\$	-
Additional Costs - See Invoice:		
Total Estimated Cost:	\$	5,116.00
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	5,116.00

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

If applicable, enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

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: \$5,116.00
Please pay by: December 07, 2022

Invoice Number	9323942481
PO Number	
PO Date	
Bill Date	11/23/22

Account: 3000 2063 0301

CITY OF JACKSON LIGHTS JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1064931076 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights- Removal	1.0 EA	\$5,116.00	\$5,116.00
TOTAL DUE:			\$5,116.00

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
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Account: 3000 2063 0301

Amount Due: \$5,116.00
Please pay by: December 07, 2022
Enclosed:

6 330033153353 000005116009 0000 2056 1 300020630301 H



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

Contract Number: 103033105687

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

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

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

Notification Number(s): 1064931076

Comments:

City of JACKSON

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

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

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

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

STATE OF MICHIGAN
COUNTY OF JACKSON

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

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

Dated:

Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 40 watt LED Cobrahead NA to Remove at location 3;



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

Contract Number: 100000287787

Consumers Energy Company is authorized as of _____ by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 6/1/2010.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 6/1/2010 shall remain in full force and effect.

Notification Number(s): 1064931076

Comments:

City of JACKSON

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 6/1/2010, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

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

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

STATE OF MICHIGAN
COUNTY OF JACKSON

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

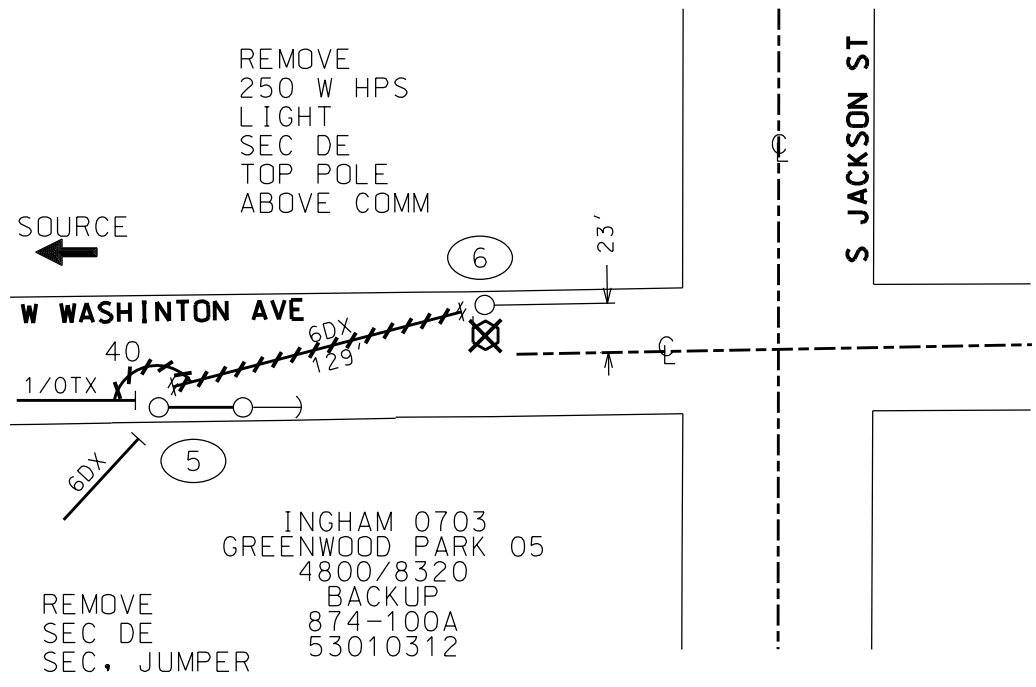
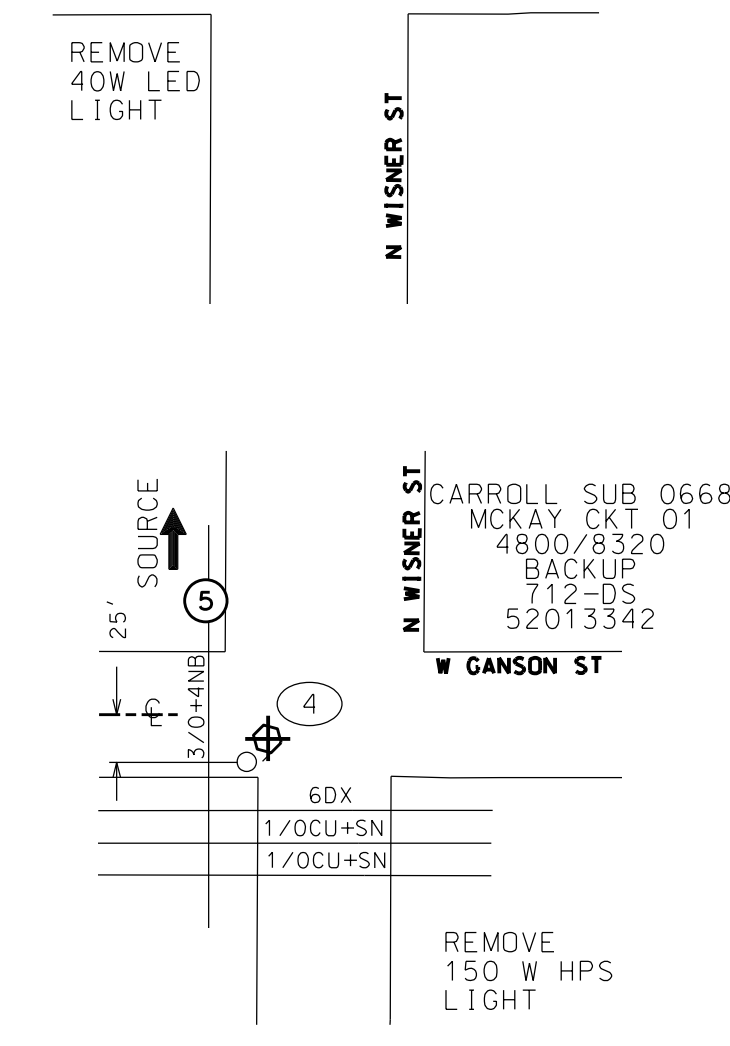
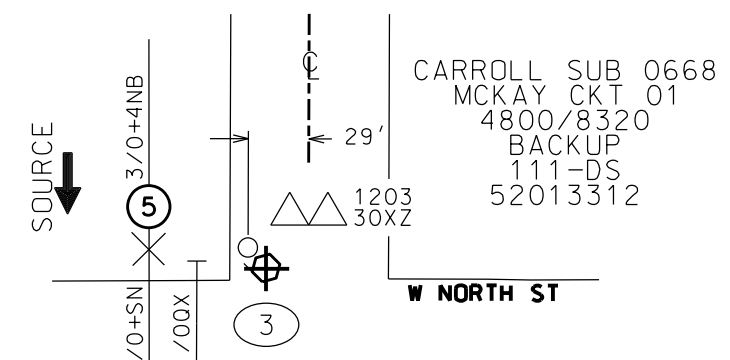
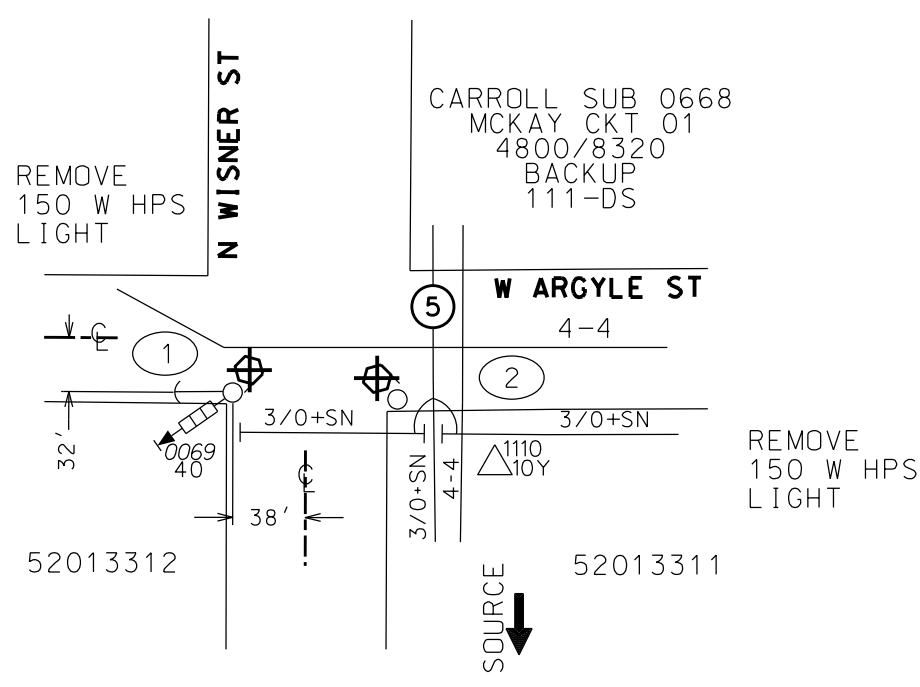
commission council board of said municipality, at the meeting held on _____.


Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (3) 150 watt HPS Cobrahead Cutoff to Remove at location 1,2,4;
- (1) 250 watt HPS Cobrahead Cutoff to Remove at location 6;



		METER NUMBER		METER ORDER NUMBER		CONSUMERS ENERGY CONTACTS		
		_____		_____		DEPARTMENT	NAME	NUMBER
		_____		READ		COORDINATOR	GABRIEL POLETTI	810-760-3485
SUBSTATION		WD NO.		METER LOCATION		DESIGNER	EDDIE HAIRE	517-262-1473
MULITPLE SEE PRINT		----		---		CITY OF JACKSON LIGHTS ERET OHL		
CIRCUIT		CKT NO.		TLM NUMBER		# OF RODS		OHMS
MULTIPLE SEE PRINT		---		520133				
 A CMS Energy Company ELECTRIC		CE STAKING REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		ORDER TYPE		MAT. TYPE		NOTIFICATION NUMBER
		FORESTRY REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		ERET		OHL		1064931076
						DESIGN NUMBER		ORDER NUMBER
						11455423		
								JOB PURPOSE:
								REMOVE STREETLIGHTS FOR THE CITY OF JACKSON
								UPSTREAM SECTIONALIZING DEVICE:
								MULTIPLE SEE PRINT
								LOCATION:
								MULTIPLE SEE PRINT
SHEET B	SHEET 1 OF 1	SCALE 1"=100'	JACKSON	CO	BLACKMAN/SUMMIT	TWP	T 02S R 01W SEC. 33	

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Change Order 2 to the Miscellaneous Construction contract with Bailey Excavating, Inc.**

Recommendation:

Approve Change Order 2 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of \$89,248.97 for the repair of the storm sewer on Winthrop Avenue and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 2 to the Miscellaneous Construction contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 10, 2023

RECOMMENDATION: Approve Change Order 2 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of \$89,248.97 for the repair of the storm sewer on Winthrop Avenue and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Change Order 2 will add items for the repair of the storm sewer on Winthrop Avenue between Edward Avenue and Withington Stadium at Jackson High School.

BUDGETARY CONSIDERATIONS

This change order represents an increase of \$89,248.97, bringing the current contract amount to \$517,774.31.

HISTORY, BACKGROUND and DISCUSSION

On July 12, 2022, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$379,364.77. The original contract was for sidewalk construction on Morrell, drainage improvements on Pearl Street and on S. Durand Street and water main replacement on Wildwood Avenue from Lydia Street to Steward Avenue.

On August 9, 2022, City Council approved Change Order No. 1 in the amount of \$49,160.57 for asphalt pavement patching on E. High Street between Losey Avenue and Executive Drive. The contract amount after the approval of Change Order 1 is \$428,525.34.

DISCUSSION OF THE ISSUE

The storm sewer pipe on Winthrop Avenue that flows out of Withington Stadium at Jackson High School to the trunkline storm sewer at Edward Avenue was blocked with concrete. As a result, a residential property adjacent to the stadium was being impacted during storm events. A run of approximately 176 feet of 15-inch sewer was replaced on an emergency basis to provide immediate relief to the impacted adjacent property.

POSITIONS

I request approval of Change Order 2 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

**CHANGE ORDER NO. 2
To Contract for
ENG22-13 Miscellaneous Construction
City of Jackson, Michigan**

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

ORIGINAL CONTRACT AMOUNT	\$ 379,364.77
APPROVED CHANGE ORDER NO. 1	\$ 49,160.57
CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 428,525.34
CHANGE ORDER NO. 2	\$ 89,248.97
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$ 517,774.31

REASON FOR CHANGE:

To add items for the repair of the storm sewer on Winthrop Avenue.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

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

ACCEPTED BY:

Bailey Excavating, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

**ENG22-13 MISCELLANEOUS CONSTRUCTION
CHANGE ORDER NUMBER 2
FOR WINTHROP STREET STORM SEWER REPAIR**

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

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0219	1100001	Mobilization, Max , Winthrop Ave	0.00	1.00	1.00	LS	\$ 6,250.00	\$ 6,250.00	\$ -
0224	2040020	Curb and Gutter, Rem , Winthrop Ave	0.00	113.00	113.00	Ft	\$ 9.56	\$ 1,080.28	\$ -
0229	2040055	Sidewalk, Rem , Winthrop Ave	0.00	50.00	50.00	Syd	\$ 8.92	\$ 446.00	\$ -
0234	2047001	_ Pavt Sawcut, Winthrop Ave	0.00	201.00	201.00	Ft	\$ 3.75	\$ 753.75	\$ -
0239	2047011	_ Pavt, Rem, Modified, Winthrop Ave	0.00	269.00	269.00	Syd	\$ 12.54	\$ 3,373.26	\$ -
0244	2057051	_ Site Grading, Winthrop Ave	0.00	1.00	1.00	LS	\$ 4,500.00	\$ 4,500.00	\$ -
0259	2090001	Project Cleanup , Winthrop Ave	0.00	1.00	1.00	LS	\$ 3,000.00	\$ 3,000.00	\$ -
0264	3027011	_Aggregate Base, 8 inch, 21AA, Modified, Winthro	0.00	18.00	18.00	Syd	\$ 13.35	\$ 240.30	\$ -
0269	3060020	Maintenance Gravel , Winthrop Ave	0.00	27.00	27.00	Ton	\$ 25.00	\$ 675.00	\$ -
0274	4021231	Sewer Bulkhead, 15 inch , Winthrop Ave	0.00	2.00	2.00	Ea	\$ 775.00	\$ 1,550.00	\$ -
0284	4027001	_ Sewer Backfill, Class II, Winthrop Ave	0.00	176.00	176.00	Ft	\$ 32.17	\$ 5,661.92	\$ -
0294	4027001	_ Sewer, CI E, 15 inch, Winthrop Ave	0.00	176.00	176.00	Ft	\$ 81.62	\$ 14,365.12	\$ -
0319	4030312	Dr Structure, Tap, 12 inch , Winthrop Ave	0.00	2.00	2.00	Ea	\$ 475.00	\$ 950.00	\$ -
0329	4037050	_ Catch Basin, 48 inch dia, Winthrop Ave	0.00	2.00	2.00	Ea	\$ 2,785.00	\$ 5,570.00	\$ -
0334	4037050	_ Mh Cover, Std, Winthrop Ave	0.00	2.00	2.00	Ea	\$ 775.00	\$ 1,550.00	\$ -
0344	4037050	_ Utility Structure Cover, Adj, Case 1, Modified, Win	0.00	3.00	3.00	Ea	\$ 675.00	\$ 2,025.00	\$ -
0349	4037050	_ Utility Structure, Temp Lowering, Modified, Wint	0.00	3.00	3.00	Ea	\$ 474.00	\$ 1,422.00	\$ -
0359	5010033	HMA, 13A , Winthrop Ave	0.00	105.14	105.14	Ton	\$ 219.30	\$ 23,057.20	\$ -
0379	8020038	Curb and Gutter, Conc, Det F4 , Winthrop Ave	0.00	113.00	113.00	Ft	\$ 28.60	\$ 3,231.80	\$ -
0389	8030044	Sidewalk, Conc, 4 inch , Winthrop Ave	0.00	699.00	699.00	Sft	\$ 3.74	\$ 2,614.26	\$ -
0394	8030046	Sidewalk, Conc, 6 inch , Winthrop Ave	0.00	72.00	72.00	Sft	\$ 4.40	\$ 316.80	\$ -
0469	8120170	Minor Traf Devices , Winthrop Ave	0.00	1.00	1.00	LS	\$ 1,500.00	\$ 1,500.00	\$ -
0474	8120252	Plastic Drum, Fluorescent, Furn , Winthrop Ave	0.00	10.00	10.00	Ea	\$ 37.00	\$ 370.00	\$ -
0479	8120253	Plastic Drum, Fluorescent, Oper , Winthrop Ave	0.00	10.00	10.00	Ea	\$ 5.00	\$ 50.00	\$ -
0504	8120370	Traf Regulator Control , Winthrop Ave	0.00	1.00	1.00	LS	\$ 750.00	\$ 750.00	\$ -
0509	8167011	_ Turf Establishment, Performance, Winthrop Ave	0.00	263.00	263.00	Syd	\$ 7.76	\$ 2,040.88	\$ -
0564	2040080	Exploratory Investigation, Vertical , Winthrop Ave	0.00	20.00	20.00	Ft	\$ 50.00	\$ 1,000.00	\$ -
0574	2047011	_ Driveway, Rem, Winthrop	0.00	10.00	10.00	Syd	\$ 11.34	\$ 113.40	\$ -
0579	6020100	Conc Pavt, Nonreinf, 6 inch , Winthrop	0.00	20.00	20.00	Syd	\$ 39.60	\$ 792.00	\$ -
Total:								\$ 89,248.97	\$ -

Net Change: \$ 89,248.97
Current Contract Amount: \$ 428,525.34
Revised Contract Amount: \$ 517,774.31

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Request to adopt a resolution approving a selected project for additional funds for the 2023-2026 Transportation Improvement Plan (TIP).**

Recommendation:

Adopt a resolution to approve a project as selected for inclusion in the 2023-2026 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected project.

Attached is a report and resolution from Jon Dowling, City Engineer, regarding adoption of a resolution for an additional 2023-2026 TIP project as outlined in the report.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 10, 2023

RECOMMENDATION: Adopt a resolution to approve a project as selected for inclusion in the 2023-2026 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected project.

SUMMARY

To comply with the current Federal Road Funding Act, the Transportation Improvement Plan (TIP) is prepared every four years. Additional funding of \$770,357 came available to the Jackson Urbanized Area to be used for fiscal year 2023.

BUDGETARY CONSIDERATIONS

See table below in the discussion of the issue.

HISTORY, BACKGROUND and DISCUSSION

Region 2 Planning Commission (R2PC), being the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area, had called for projects to be included in the TIP for fiscal years 2023-2026. City Council approved a resolution on October 12, 2021 for the initial funding, and another resolution on April 5, 2022 approving the addition of two projects when additional funding became available.

DISCUSSION OF THE ISSUE

The MPO, through the Jackson Area Comprehensive Transportation Study, has an additional \$770,357 in federal funds for the fiscal year 2023 for the local agencies. On December 14, 2022, City Engineering met with R2PC, Jackson County Department of Transportation and Jackson Area Transit Authority to select projects to fit within the federal funding amounts per year. The project selected within the City of Jackson is as follows:

Fiscal Year	Project	Limits	Federal Amt	City Share
2023	North Street	Wisner Street to West Avenue	\$320,000	\$221,153

POSITIONS

Engineering requests that the attached resolution to approve the project list as selected for inclusion in the 2023-2026 Transportation Improvement Plan be adopted.

ATTACHMENT

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Region 2 Planning Commission, being the Metropolitan Planning Organization for the Jackson Urbanized Area, has developed the Transportation Improvement Plan for fiscal years 2023–2026; and

WHEREAS, the Metropolitan Planning Organization, through the Jackson Area Comprehensive Transportation Study, has an additional \$770,357 in federal funds for the fiscal year 2023 for the local agencies; and

WHEREAS, City Engineering met on December 14, 2022, with Region 2 Planning Commission, Jackson County Department of Transportation and Jackson Area Transportation Authority to select projects to fit within the Federal Funding per year; and

WHEREAS, projects are selected based on construction cost only with Federal Funds paying 80% of the cost and City Funds paying 20% of the cost; and

WHEREAS, a project selected within the City of Jackson is as follows:

FY 2023 North Street: Wisner Street to West Avenue

Proposed Work: Pavement replacement including the intersection of Wisner Street and North Street going about 140 feet north of North Street, and about 80 feet south of North Street.

Estimated Construction Cost = \$541,153; with Federal Portion of \$320,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the project as selected for inclusion in the 2023-2026 Transportation Improvement Plan; and

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

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 10th day of January, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 11th day of January, 2023.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Amendment 2 to the 2022 Major Street Engineering Contract**

RECOMMENDATION:

Approval of Amendment 2 to the 2022 Major Street Engineering contract with Spaulding DeDecker Associates, Inc. (SDA) of Novi, Michigan at a not-to-exceed cost of \$109,825.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer regarding an amendment for the above referenced contract.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: January 10, 2023

RECOMMENDATION: Approval of Amendment 2 to the 2022 Major Street Engineering contract with Spaulding DeDecker Associates, Inc. (SDA) of Novi, Michigan at a not-to-exceed cost of \$109,825.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

SUMMARY

On March 8, 2022, City Council awarded the 2022 Major Street Engineering contract to SDA of Novi, Michigan. On September 13, 2022 City Council amended the contract to provide preliminary design and construction engineering for two projects on local streets. Amendment 2 is to provide preliminary design and construction engineering for North Street, from Wisner Street to West Avenue.

BUDGETARY CONSIDERATIONS

The current amount for the 2022 Major Street contract with SDA is \$296,480.00. The amount of the proposed Amendment 2 is \$109,825.00, bringing the revised contract amount to \$406,305.00. The cost of the amendment will be paid by Major Street Funds.

HISTORY, BACKGROUND and DISCUSSION

On March 8, 2022, City Council awarded for the 2022 Major Street Engineering contract to SDA for preliminary design and construction engineering for three projects on major streets as follows:

- 1) Non-motorized trail construction and pavement milling and resurfacing on Brown Street from Morrell Street to Michigan Avenue;
- 2) Pavement milling and resurfacing on Wildwood Avenue from West Avenue to Steward Avenue; and
- 3) Pavement milling and resurfacing on Wisner Street from Wildwood Avenue to Ganson Street.

On September 13, 2022 City Council approved Amendment 1 to add design and construction engineering for Oakridge Drive: Glen Drive to Grovedale Avenue, and Blakely Avenue: Elm Avenue to Pleasant Street.

DISCUSSION OF THE ISSUE

The proposed Contract Amendment 2 is to add design and construction engineering for North Street: Wisner Street to West Avenue. This construction project is currently being added to the Jackson Area Comprehensive Transportation Study Transportation Improvement Program for FY 2023.

POSITIONS

Engineering recommends that Amendment 2 to the 2022 Major Street Engineering with SDA be approved for the not-to-exceed amount of \$109,825.00. I also request that the City Manager and City Engineer be authorized to sign the appropriate documents.

Attachments

AMENDMENT NO. 2
Contract for
2022 Major Street Engineering
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	\$ 139,455.00
AMENDMENT NO. 1	\$ 157,025.00
CONTRACT AMOUNT AS SET BY AMENDMENT NO.1	\$ 296,480.00
AMENDMENT NO. 2	\$ 109,825.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	\$ 406,305.00

REASON FOR AMENDMENT:

To provide preliminary design and construction engineering for North Street: Wisner Street to West Avenue. The scope of services related to this Amendment are described in the letter from Spaulding DeDecker Associates, Inc. dated December 19, 2022.

Jon H. Dowling, P.E.
City Engineer

ACCEPTED BY:

Jeremy Schrot, P.E., Vice President
Spaulding DeDecker Associates, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

December 19, 2022

Mr. Jon Dowling, P.E.
City Engineer
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

Re: Proposal for Street Rehabilitation Design and Construction Services – West North Street

Dear Mr. Dowling:

Thank you for the opportunity to submit a proposal to work with the City of Jackson to design a street rehabilitation project along West North Street. We have reviewed the information communicated to us and feel comfortable with the proposed project. Our scope of services and fee are detailed below.

Project Summary

Spalding DeDecker (SD) understands that the City would like to rehabilitate the existing pavement on West North Street from approximately 150 feet west of North Wisner Street to the westerly right-of-way of NW Avenue (Business Route 127), and on North Wisner Street approximately 200 feet north and south of West North Street. Our assumption is that the street will mostly likely require full depth pavement replacement in addition to intermittent curb & gutter replacement, base repairs, minor sidewalk ramp replacement as required to achieve ADA compliance, storm drain inlet repairs and potential replacements, permanent pavement markings, and restoration of all areas disturbed by the construction activities. We understand that a full topographic survey and geotechnical services will be required in order to properly design the project.

Scope of Services

Phase 1 – Data Gathering and Topographic Survey

Following are the major items associated with this phase:

- Full topographic survey of the limits described in the project summary.
- Review location of existing City utilities from City GIS and other sources available.
- Provide franchise utility coordination and provide information in survey drawing.
- Provide 5-foot depth soil borings for pavement section recommendation.

Phase 2 – Preliminary and Final Construction Plans

The following construction plans will be provided, along with special provisions meeting City of Jackson guidelines:

- Provide a Title Sheet including sheet index, utility contacts, and project location.
- Provide a general notes sheet including construction notes, construction details, project instruction language, and legends.
- Provide removal and construction plan sheets for road rehabilitation.
- Provide a maintenance of traffic plan sheets.
- Provide soil erosion and sedimentation control plan sheets.
- Provide specifications for bidding.
- Provide Engineer's Estimate of Construction Cost.
- Submit required permit documentation for construction work.

Phase 3 – Construction Services

SD will provide full-time inspection and construction administration services for the duration of the project estimated at 6 weeks. The City will be provided Inspector Daily Reports and as-built plans upon project completion.

Fee

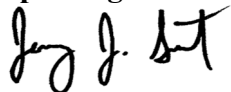
SD will perform the three phases of the Scope of Services for an Hourly Not to Exceed Fee shown below:

Phase 1 – Data Gathering and Topographic Survey	\$ 10,500
Phase 2 – Preliminary and Final Construction Plans	\$ 35,000
Phase 3 – Construction Services	<u>\$ 64,325</u>
Total Engineering Services	\$ 109,825

We appreciate this opportunity, and if you have any questions or require additional information, please contact me at (517) 740-7059 or jschrot@sda-eng.com.

Sincerely,

Spalding DeDecker



Jeremy J. Schrot, P.E.
Vice President

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Amendment 1 to the Engineering and Project Administration, SCADA Software Upgrades Contract for the City of Jackson Wastewater Treatment Plant.**

Recommendation:

Approve Amendment 1 to the Engineering and Project Administration, SCADA Software Upgrades Contract with Tetra Tech of Ann Arbor, MI at a not-to-exceed cost of \$96,250 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: January 10, 2023

RECOMMENDATION: Approve Amendment 1 to the Engineering and Project Administration, SCADA Software Upgrades Contract with Tetra Tech of Ann Arbor, MI at a not-to-exceed cost of \$96,250, and authorize for the City Manager and Director of Public Works to execute the appropriate documents.

SUMMARY

On July 13, 2021, City Council awarded the SCADA Software Upgrade Contract at the City of Jackson Wastewater Treatment Plant (WWTP) to Tetra Tech of Ann Arbor, MI, this proposed Amendment 1 is to provide the Phase 1 of the programming engineering services requires to complete the SCADA upgrade project.

BUDGETARY CONSIDERATIONS

The current contract amount for the Engineering and Project Administration for WWTP SCADA Software Upgrade is \$56,515. The proposed Amendment 1 to this contract is a not-to-exceed amount of \$96,250, bringing the revised contract amount of \$152,765. The cost of Amendment 1 will be funded by the Wastewater Equipment Replacement Fund line item 406-548-000-985.006.

HISTORY, BACKGROUND and DISCUSSION

Tetra Tech recently finalized the WWTP SCADA Software Upgrades project design, and the project was successfully bid with the City with the award going to J. Ranck Electric, Inc. The 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. 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 scope of programming work contained within the proposal is broken down into the first of three phases.

Phase-1 of this proposal 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) that 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 the setup and 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.

POSITIONS

Recommend approval of Amendment 1 to the Engineering and Project Administration, SCADA Software Upgrades Contract with Tetra Tech of Ann Arbor, MI at a not-to-exceed cost of \$96,250, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

AMENDMENT NO. 1
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.

ORIGINAL CONTRACT AMOUNT	\$56,515.00
AMENDMENT NO. 1	\$96,250.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 1	\$152,765.00

REASON FOR AMENDMENT:

To provide programming engineering services for Phase 1 of the City of Jackson Wastewater Treatment Plant SCADA Software Upgrades Project. This 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) that 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 the setup and 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.

Prepared by Trent Stockman
Wastewater Treatment Plant Superintendent

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:



TETRA TECH

December 14, 2022

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-1)
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

Tetra Tech recently 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 & installation flexibility.

The project incorporated two bidding options, Base-Bid option, and a Deductible Alternate-Bid option. The deductible alternate option included the base bid option minus the cost of fabrication and delivery of two additional control panels (DPP & SPP). The general scope of work for both options is shown below.

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.

BASE BID PROJECT (Items 1, 3, 4, 5, 6 & 7 below):

1. Fabrication and delivery of five new industrial control panels. Panels shown on contract drawings include the panels below. The BPPHPP and AWPP panels shall be fully installed and wired as shown under this contract. The other panels (PPP, RBPP and AEPP) shall be fully fabricated and delivered to Owner for installation by Others under a different contract.
 - a. Blower/PEW/Powerhouse Processor Panel (BPPHPP).
 - b. Primary Processor Panel (PPP).



- c. Digester Processor Panel (DPP).
- d. Retention Basin Processor Panel (RBPP).
- e. Screen (Preliminary) Processor Panel (SPP).
- f. Aeration West Processor Panel (AWPP).
- g. Aeration East Processor Panel (AEPP).

DEDUCTIBLE ALTERNATE BID OPTION (Base Bid minus DPP & SPP Panels):

- 2. Deduct the total cost to fabricate and deliver to Owner’s site two new industrial control panels. Panels shown on contract drawings to deduct for this option include (DPP & SPP).
 - a. Primary Processor Panel (DPP).
 - b. Digester Processor Panel (SPP).
- 3. Demolition of existing PLC equipment as indicated on the Drawings.
- 4. Fabrication, delivery, and installation of a new network panel (NP-1) as indicated on the Drawings. This includes new network equipment to be installed for the administration building which will serve as a network backbone for the upgraded system.
- 5. Procurement and delivery of SCADA computing hardware equipment, software and furniture through three project Allowances.
 - a. SCADA Hardware allowance.
 - b. SCADA Software allowance.
 - c. Control room furniture allowance.
- 6. Contractor to manage the Control Room Furniture allowance.
- 7. Other work indicated in the Contract Documents.

SCOPE OF WORK

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

Phase-1 (this proposal) 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 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 parlay into Phase-2 and Phase-3 indicated below which will include programming of the upcoming Fishbeck WWTP upgrades projects (SWRF and ARPA).

Phase-2 (future 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) will consist 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. Phase-1 will also include revamping the existing Wonderware Intouch graphics screens and menu system to enhance the look and functionality of the new system.

Tetra Tech will complete the following tasks as part of Phase 1:

SCADA PROGRAMMING

PHASE-1 (to be accomplished under this proposal):

- Configure the network settings and install Wonderware HMI software as follows:
 - Operator interface computers (OIC) located on the new operator's desk in the WWTP control room. OIC No. 1, OIC No. 2 and OIC No. 3.
 - OIC No. 4 located in the Superintendent's office.
- Configure the new network hardware within the new NP-1 network rack and within BPPHPP and AWPP panels.
- Configure the iPad tablet devices to utilize Wonderware Intouch using the new wireless access points included in the design of most of the new control panels.
- Configure network settings and install Wonderware Historian on the new Historian server located in the new NP-1 network rack.
- Configure and setup the new Synology backup storage device located in the new NP-1 network rack.
 - Setup backup routines for daily backup of critical data.
- Convert the existing Wonderware Intouch HMI application to the latest version of Wonderware Intouch.
 - Revamp the existing graphics for enhanced graphic presentation and ease of use.
 - Include new application menu system to enhance useability.
- Install, setup and configure new Wonderware Access Anywhere product to support the Wonderware Intouch application to be viewable on the new iPad tablet computers.
- Create new system documentation as follows:

- Create new network settings document.
- Create new system passwords document.
- Create brief 2–3-page system recovery plan that details the steps required to recover from a software anomaly or computer hardware failure.
- Test the new control panels at a 2-day factory acceptance test. To be completed at the panel builder’s fabrication facility.
- Program the Blower/PEW/Powerhouse processor panel (BPPHPP) to incorporate the existing SCADA signals which include signals for Waste Activated Sludge Pump No. 1, No. 2, Aeration Tank 1-4 DO, Aeration Tank 1-4 Flow, Sludge Tank 1-4 Flow, Parshall Flume No. 1-3 Flow, Primary Effluent Meter No. 1, Primary Effluent Meter No. 2, Total WAS Flow, Wetwell Level, Thickener Flow, Retention Basin Level, Blackman Recorder, PH, Influent Flow, WAS Out, Dipper Out and Final Effluent Chart Recorder.
- Program the new Aeration West Processor Panel (AWPP) to incorporate the existing SCADA signals which include signals for Aeration Tank 5-7 DO, Aeration Tank 5-7 Flow, and Return Sludge Tank 5-7 Flow.
- Provide 3-days of onsite startup to commission the software for the signals related to the AWPP panel.
- Provide 3-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 J. Ranck Electric construction contractor schedule. Construction for the Phase-1 project is assumed to occur between November 2022 and April 2024. Phase-2 and Phase-3 construction is believed to occur between January 2023 and December 2024.



COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be a lump sum fee of:

Phase-1	\$96,250
Phase-2	Future Proposal
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-1) 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.

AMENDMENT NO. 1
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.

ORIGINAL CONTRACT AMOUNT	\$56,515.00
AMENDMENT NO. 1	\$96,250.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 1	\$152,765.00

REASON FOR AMENDMENT:

To provide programming engineering services for Phase 1 of the City of Jackson Wastewater Treatment Plant SCADA Software Upgrades Project. This 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) that 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 the setup and 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.

Prepared by Trent Stockman
Wastewater Treatment Plant Superintendent

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:



TETRA TECH

December 14, 2022

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-1)
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

Tetra Tech recently 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 & installation flexibility.

The project incorporated two bidding options, Base-Bid option, and a Deductible Alternate-Bid option. The deductible alternate option included the base bid option minus the cost of fabrication and delivery of two additional control panels (DPP & SPP). The general scope of work for both options is shown below.

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.

BASE BID PROJECT (Items 1, 3, 4, 5, 6 & 7 below):

1. Fabrication and delivery of five new industrial control panels. Panels shown on contract drawings include the panels below. The BPPHPP and AWPP panels shall be fully installed and wired as shown under this contract. The other panels (PPP, RBPP and AEPP) shall be fully fabricated and delivered to Owner for installation by Others under a different contract.
 - a. Blower/PEW/Powerhouse Processor Panel (BPPHPP).
 - b. Primary Processor Panel (PPP).



- c. Digester Processor Panel (DPP).
- d. Retention Basin Processor Panel (RBPP).
- e. Screen (Preliminary) Processor Panel (SPP).
- f. Aeration West Processor Panel (AWPP).
- g. Aeration East Processor Panel (AEPP).

DEDUCTIBLE ALTERNATE BID OPTION (Base Bid minus DPP & SPP Panels):

- 2. Deduct the total cost to fabricate and deliver to Owner's site two new industrial control panels. Panels shown on contract drawings to deduct for this option include (DPP & SPP).
 - a. Primary Processor Panel (DPP).
 - b. Digester Processor Panel (SPP).
- 3. Demolition of existing PLC equipment as indicated on the Drawings.
- 4. Fabrication, delivery, and installation of a new network panel (NP-1) as indicated on the Drawings. This includes new network equipment to be installed for the administration building which will serve as a network backbone for the upgraded system.
- 5. Procurement and delivery of SCADA computing hardware equipment, software and furniture through three project Allowances.
 - a. SCADA Hardware allowance.
 - b. SCADA Software allowance.
 - c. Control room furniture allowance.
- 6. Contractor to manage the Control Room Furniture allowance.
- 7. Other work indicated in the Contract Documents.

SCOPE OF WORK

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

Phase-1 (this proposal) 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 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 parlay into Phase-2 and Phase-3 indicated below which will include programming of the upcoming Fishbeck WWTP upgrades projects (SWRF and ARPA).

Phase-2 (future 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) will consist 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. Phase-1 will also include revamping the existing Wonderware Intouch graphics screens and menu system to enhance the look and functionality of the new system.

Tetra Tech will complete the following tasks as part of Phase 1:

SCADA PROGRAMMING

PHASE-1 (to be accomplished under this proposal):

- Configure the network settings and install Wonderware HMI software as follows:
 - Operator interface computers (OIC) located on the new operator's desk in the WWTP control room. OIC No. 1, OIC No. 2 and OIC No. 3.
 - OIC No. 4 located in the Superintendent's office.
- Configure the new network hardware within the new NP-1 network rack and within BPPHPP and AWPP panels.
- Configure the iPad tablet devices to utilize Wonderware Intouch using the new wireless access points included in the design of most of the new control panels.
- Configure network settings and install Wonderware Historian on the new Historian server located in the new NP-1 network rack.
- Configure and setup the new Synology backup storage device located in the new NP-1 network rack.
 - Setup backup routines for daily backup of critical data.
- Convert the existing Wonderware Intouch HMI application to the latest version of Wonderware Intouch.
 - Revamp the existing graphics for enhanced graphic presentation and ease of use.
 - Include new application menu system to enhance useability.
- Install, setup and configure new Wonderware Access Anywhere product to support the Wonderware Intouch application to be viewable on the new iPad tablet computers.
- Create new system documentation as follows:

- Create new network settings document.
- Create new system passwords document.
- Create brief 2–3-page system recovery plan that details the steps required to recover from a software anomaly or computer hardware failure.
- Test the new control panels at a 2-day factory acceptance test. To be completed at the panel builder’s fabrication facility.
- Program the Blower/PEW/Powerhouse processor panel (BPPHPP) to incorporate the existing SCADA signals which include signals for Waste Activated Sludge Pump No. 1, No. 2, Aeration Tank 1-4 DO, Aeration Tank 1-4 Flow, Sludge Tank 1-4 Flow, Parshall Flume No. 1-3 Flow, Primary Effluent Meter No. 1, Primary Effluent Meter No. 2, Total WAS Flow, Wetwell Level, Thickener Flow, Retention Basin Level, Blackman Recorder, PH, Influent Flow, WAS Out, Dipper Out and Final Effluent Chart Recorder.
- Program the new Aeration West Processor Panel (AWPP) to incorporate the existing SCADA signals which include signals for Aeration Tank 5-7 DO, Aeration Tank 5-7 Flow, and Return Sludge Tank 5-7 Flow.
- Provide 3-days of onsite startup to commission the software for the signals related to the AWPP panel.
- Provide 3-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 J. Ranck Electric construction contractor schedule. Construction for the Phase-1 project is assumed to occur between November 2022 and April 2024. Phase-2 and Phase-3 construction is believed to occur between January 2023 and December 2024.



COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be a lump sum fee of:

Phase-1	\$96,250
Phase-2	Future Proposal
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-1) 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: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 10th, 2023

SUBJECT: Revocation of the Conditional Phase One Class C License and Development Agreement for Wildwood Essence LLC.

Recommendation: Approve the revocation of the previously authorized Conditional Phase One Class C License and Development Agreement for Wildwood Essence LLC. Located at 1623 Wildwood Ave.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: Council Meeting- January 10th , 2023

RECOMMENDATION: Approve the revocation of the previously authorized Conditional Phase One Class C License and Development Agreement for Wildwood Essence LLC. Located at 1623 Wildwood Ave.

SUMMARY

On June 14th 2022 City Council Approved a Conditional Phase One Class C Facility License for Medical / Adult Use and Development Agreement. On December 20, 2022 City Staff received correspondence from the applicant Anita Quillen advising the City that Wildwood Essence LLC will not be pursuing the Class C license any further.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

POSITIONS

City Staff recommends revocation.

ATTACHMENTS: Email from the applicant

JG

Anita, see below from the City Attorney's office. What should the new completion date be for the development agreement?

Douglas E. Mains

HONIGMAN LLP

O 517.377.0732

M 269.615.0042

dmains@honigman.com

From: Mark M. Porterfield <mporterfield@cityofjackson.org>

Sent: Monday, August 15, 2022 9:39 AM

To: Mains, Douglas E. <DMains@honigman.com>

Subject: FW: Wildwood Essence Development Agreement

[EXTERNAL EMAIL]

Doug:

I was notified that your client intends to switch to a Class C grower license. We will need to agree to a revised Development Agreement. The only piece of information that I am missing is the new completion date.

How much time does your client need?

Sincerely,

Mark M. Porterfield

Senior Assistant City Attorney

161 W. Michigan Ave.

Jackson, MI 49201

(517) 788-4050

CONFIDENTIALITY NOTE: The Information contained in this electronic message is legally privileged and confidential information intended only for the individual or entity named as recipient. If the reader is not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this electronic message is strictly prohibited. If you have received this electronic message in error, please notify the sender immediately by return electronic message and immediately delete this message from your system. Thank you.

From: Matthew M. Hagerty <mhagerty@cityofjackson.org>

Sent: Thursday, August 4, 2022 3:05 PM

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 10th, 2023

SUBJECT: Approve an extension of the Development Agreement between the City of Jackson and Leon Cannabis LLC.

Recommendation:

Approve an extension of the Development Agreement between the City of Jackson and Leon Cannabis LLC, until January 19th 2024 and authorize the City Manager and City Attorney to make minor modifications as necessary.

Attachments:
JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development Department

DATE: Council Meeting- January 10th, 2023

RECOMMENDATION: Approve an extension of the Development Agreement between the City of Jackson and Leon Cannabis LLC, until January 19th 2024 and authorize the City Manager and City Attorney to make minor modifications as necessary.

SUMMARY

On January 25th, 2022, City Council approved a Conditional Phase 1 Class B Grower Facility License and Development Agreement to Leon Cannabis LLC located at 624 Hupp Ave. The applicant is requesting an extension of the Development Agreement until January 19th, 2024.

BUDGETARY CONSIDERATIONS

At present there are no budgetary considerations because the applicant has submitted the requisite application fee and escrow funds intended to cover the associated staff time.

HISTORY, BACKGROUND and DISCUSSION

On January 25th, 2022, City Council approved a Conditional Phase 1 Class B Grower Facility License and Development Agreement to Leon Cannabis LLC located at 624 Hupp Ave. The applicant has cited delays caused by labor, material and supply shortages. If approved the developer will renew all required permits through the Building Department. The applicant is requesting an extension of the Development Agreement until January 19th, 2024.

POSITIONS

Approval of the requested extension will provide the Developer the necessary time to complete the project. If denied the project will not move forward, leaving 624 Hupp St un-developed.

ATTACHMENTS: Extension request letter.

JG

CANNABIS LICENSING LAW, P.L.L.C.

Neil Vora, Attorney At Law
Ryan Jacques, Attorney At Law



October 18, 2022

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

RE: Leon Cannabis Centers

Dear Committee,

The purpose of this correspondence is to respectfully request a one-year extension (January 19, 2024) of our development agreement with the city. We are seeking an extension due to the continued labor, materials, and supplies shortages, along with inflated costs, that have impacted the facility building processes. As we are following all protocols, even finding electricians, plumbers, and contractor support with schedule availability during the buildout has delayed our original deadlines.

I understand that if my extension request for the development agreement is accepted for the permit(s) I am applying for may result in additional fees, it is our full intention to stay compliant with the City of Jackson and develop a working relationship and do great things for our community.

Warm regards,

Neil Vora
On behalf of Miguel Leon
& Leon Cannabis Centers, LLC

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, located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and Leon Cannabis Centers LLC, a Michigan limited liability company, with offices located at 30903 Northwestern Highway, Suite 240, Farmington Hills, MI 48834 ("Developer").

WITNESSETH:

WHEREAS, the Developer owns property located at 624 Hupp Ave, Jackson, Michigan legally described as follows:

See Exhibit A, attached hereto and incorporated by reference,

hereinafter referred to as "the Property." The legal description is subject to verification as set forth in the vesting deed(s) to Developer; and

WHEREAS, the Developer desires to redevelop the Property for use as a Marihuana Class B Grower Facility as set forth in PA 281, being the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., which is referred to hereinafter as "the Project." The Project is anticipated to consist of a single story repurposed and remodeled manufacturing facility, consisting of approximately 5,460 square feet. The Project redevelopment will include the removal, redesign, re-configuration and installation of the parking lots as depicted in the attached Exhibit B. The Project shall comply with all requirements outlined in the City of Jackson

Code of Ordinances, regulations and standards related to zoning, engineering and building design, as amended and agreed to herein; and

WHEREAS, the Developer agrees that the Project scope and design must be approved by the City and be in compliance with all federal, state and local laws, rules and regulations; and

WHEREAS, the City desires that in connection with the Project the Developer comply with the financial obligations imposed upon the Developer by the City of Jackson Code of Ordinances and the ordinances, rules and regulations set forth therein (“**City Code**”); and

WHEREAS, the Developer agrees to comply with all conditions of the City of Jackson Chief Building Official and Zoning Administrator and shall obtain approval for all building materials and design in connection with the Project; and

WHEREAS, the parties desire to ensure that the Project will take place consistent with the terms of this Agreement.

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. SCOPE OF THE PROJECT. It is the understanding of the parties that Developer desires to develop a 5,460 square foot Class B Marijuana Grower Facility. The Developer agrees to complete all on-site and off-site improvements as depicted in **Exhibit B**. All such improvements shall be completed by no later than January 25, 2023. Future operational commitments as set forth in attachment **Exhibit C** shall also be incorporated into the business plan for the development and verified periodically but no less than annually as a part of the licensing renewal procedures.
3. DEADLINE FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION. Developer may commence construction upon receipt of a building permit and construction shall be completed no later than January 25, 2023.

4. UTILITY RELOCATION COSTS. Developer shall pay the costs to relocate any utilities, public or otherwise, which would need to be relocated or removed due to construction of the Project by Developer, or under any obligation of the Developer pursuant to this Agreement. The City shall not be responsible to pay the costs to relocate or construct any utilities due to any construction by the Developer. All utilities shall be located underground. The location of any utilities must be approved by the appropriate City Department prior to installation.

5. INSPECTION AND TESTING EXPENSES OF CITY. Developer shall reimburse the City within thirty (30) days after the date of Developer's receipt of a detailed invoice from the City for any costs incurred by the City for inspections related to the Project. Developer shall also reimburse the City within thirty (30) days after the date of Developer's receipt of a detailed invoice from the City for all ordinary, customary expenses incurred by the City in connection with its review of the plans and specifications for the Project, issuance of licenses and permits for the Project, and other administration of the Project.

6. DEVELOPMENT CRITERIA.
 - a. CODE COMPLIANCE. Developer will construct and operate the Project in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record, or will apply for and obtain the appropriate variances required for the Project.
 - b. PLANS AND SPECIFICATIONS. Developer must submit any outstanding specifications for the Project in a form acceptable to the City of Jackson Department of Neighborhood and Economic Operations no less than thirty (30) days prior to the commencement of construction activities. Final plans shall also be submitted in CAD prior to receipt of the certification of occupancy.
 - c. DEVELOPMENT SIZE and INVESTMENT. The Developer will repurpose and remodel an existing 5,460 square foot manufacturing facility to operate a Class B Marijuana Grow Facility as depicted on the attached **Exhibit B**, unless the parties otherwise agree in writing.

d. **SPECIFIC PROJECT CRITERIA.**

- i. **“Commencement of the Project”** means that all necessary permits and approvals have been obtained, all construction contracts have been signed, all construction financing, if any, will be arranged, all site preparation completed, the full foundation is constructed, and actual physical development activity is underway.
- ii. **“Completion of the Project”** means that all improvements set forth in the plans and specifications submitted by Developer to the City have been finalized, the structure on the Property is ready for use, and all amounts due pursuant to this Agreement have been fully paid. City shall in its discretion determine whether Developer has completed the development of the Property pursuant to the above-described requirements.
- iii. Developer must comply with the following:
 - A. Developer must obtain a zoning compliance certificate prior to commencement of construction of the Project;
 - B. Developer shall complete the Project according to the City of Jackson building design standards;
 - C. Developer must obtain City approval of all building materials used and the placement of all building materials prior to any construction, repair or rehabilitation of the Property;
 - D. Developer shall, at its sole cost, install all Project improvements and provide any applicable easements to complete the improvements as per the attached **Exhibit B**;
 - E. Developer shall install new water and sewer service lines (including fire suppression line, sidewalk, pavement and landscape restoration)-to accommodate the Project, to the extent shown on attached **Exhibit B**;
 - F. Developer shall install fire suppression and fire alarm systems per City Code requirements in the structure of the Property;
 - G. Developer shall install the piping necessary for a fire sprinkler system lateral from the water main to the building;

- H. Developer shall screen any equipment placed on the roof of the building on the Property or at grade in a manner approved by the Zoning Enforcement Officer and Chief Building Official;
 - I. The Chief Building Official and the Zoning Administrator must approve all windows. Glass samples must be provided so as to determine the appropriate clear light transference; and
 - J. All signage must comply with the City Code and be approved by the City's Zoning Enforcement Officer and Director of Neighborhood and Economic Operations.
7. INSPECTIONS. Developer 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.
8. DEFAULT, NOTICE AND OPPORTUNITY TO CURE. A party shall be deemed to be in default of this Agreement if it fails to materially comply with any covenants, clauses, provisions or agreements herein contained. Upon an event of default, the non-defaulting may proceed with any equitable remedies under applicable state law after written notice to the defaulting party, except if the defaulting party cures the same within thirty (30) days after written notice to it by the non-defaulting party of such default. A party shall not be held responsible for any delay or failure in performance occasioned by labor disputes, fire, extraordinary delays in deliveries, unavoidable casualties or other causes reasonably beyond the that party's control and in such instances the party shall have a reasonable extension of the timelines set forth above.
9. TAXES, UTILITIES, AND ASSESSMENTS. Developer must pay the annual real estate and income taxes, City assessments, City utilities, and any outstanding City debts related to the Property when such become due without dispute of the amounts assessed, provided however, that Developer shall not be deemed to have waived any defense or challenge it may have under applicable law as to the amounts assessed or due. In addition, Developer

must require its contractors and subcontractors to comply with the City income tax requirements regardless if said contractors are located within the City.

10. **CHANGE OF OWNERSHIP.** Any transfer or other change of ownership of the Property will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement accrued prior to such transfer or change of ownership, unless the City releases the Developer or its successors in interest in writing.
11. **BINDING EFFECT.** This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
12. **NON-DISCRIMINATION REQUIREMENT.** The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, sexual orientation, gender identity, legal source of income, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof, unless compliance shall place the Developer in direct conflict with federal or state statutes or other law or lawful credit underwriting standards.
13. **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 transfer, assign and/or convey its rights and obligations under this Agreement (a "**Permitted Transfer**"): (i) to an affiliated or related entity or to any entity which acquires all or substantially all the assets of Developer or which merges or consolidates with Developer, and (ii) if Commencement of the Project has occurred, to any person or entity once Completion of the Project has occurred, in each case without the consent of the City. Except for a Permitted Transfer, Developer may not transfer, assign and/or convey its rights and obligations under this Agreement without the consent of the City. The City may not unreasonably withhold its consent. Whether the entity to be assigned to a related entity must be shown to the City by evidence reasonably satisfactory to the City. Upon such transfer, assignment or conveyance, the obligations of the Developer shall pass to the assignee.

14. 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 registered mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. A party may change its address for purposes of Notices by giving a Notice. 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: Leon Cannabis Centers LLC
30903 Northwestern Highway
Suite 240
Farmington Hills, MI 48334
Attn: Michael A. Komorn

15. 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, to the extent, arising in connection with Developer’s negligent or willful acts with respect to the development of the Project, or breach of this Agreement. The provisions of this 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; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City’s-negligence

or intentional acts. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

16. 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.
17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
18. 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 in 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.
19. 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.
20. 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.

21. WAIVER. The failure of a party 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.
22. TERMINATION. The parties agree that in the event Developer is unable to secure the financing necessary to make the Project financially feasible, then after written notice of such by Developer to the City, this Agreement shall automatically terminate and be of no force and effect unless extended by the parties.
23. JURY WAIVER. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement and/or any claim of injury or damage.
24. ENTIRE AGREEMENT. The parties agree that this Agreement contains the entire terms and conditions between the City and Developer with respect to the subject matter herein and that there are no other agreements, representations, statements, or understandings, which have been relied on by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1 day of March, 2022.

THE CITY OF JACKSON, a Michigan municipal corporation

By: [Signature]
Jonathan Greene
Its: City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this 1 day of March, 2022, by Jonathan Greene, the City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.



[Signature]
_____, Notary Public
Jackson County, Michigan
My commission expires April, 18 2027

[SIGNATURES CONTINUE ON NEXT PAGE]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

LEON CANNABIS CENTERS LLC

By: 

Printed name: Miguel Leon

Its: Founder

STATE OF MICHIGAN)

)SS

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me, this 25th day of FEBRUARY, 2022, by MIGUEL LEON, the FOUNDER of Leon Cannabis Centers LLC, a Michigan limited liability company, on behalf of said entity.

STEVEN P. MILLER
Steven P. Miller, Notary Public
LIVINGSTON County, Michigan
My commission expires JUNE 10, 2023

STEVEN P MILLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires June 10, 2023
Acting in the County of OAKLAND

EXHIBIT A – LEGAL DESCRIPTIONS

624 Hupp Ave, Jackson, Michigan

Property in the City of Jackson, County of Jackson and State of Michigan legally described as:

LOTS 19, 20 & N 20 FT OF LOT 21 BLK 58 & A STRIP OF LAND 120 FT NLY & SLY
ADJ SD LOTS ON W & EXTENDING TO THREAD OF GRAND RIVER ELM GROVE
AMENDED ADD

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B – SITE AND CONSTRUCTION PLANS

All work must be performed in accordance with the approved Building and Site plans

Site plans submitted and stamped 4-7-2021
Building Plans submitted and stamped 4-7-2021

EXHIBIT C – OPERATIONAL COMMITMENTS

Developer must comply with the Equity Plan that was submitted with the Marijuana License application

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

LEON CANNABIS CENTERS LLC

By: 

Printed name: Miguel Leon

Its: Founder

STATE OF MICHIGAN)

)SS

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me, this 25th day of FEBRUARY, 2022, by MIGUEL LEON, the FOUNDER of Leon Cannabis Centers LLC, a Michigan limited liability company, on behalf of said entity.

STEVEN P. MILLER

Steven P. Miller, Notary Public
LIVINGSTON County, Michigan

My commission expires JUNE 10, 2023

STEVEN P MILLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires June 10, 2023
Acting in the County of OAKLAND

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: January 10, 2023

SUBJECT: **Requesting the purchase of one (1) 2023 Ford F450 XL Cab and Chassis 4 x 4 DRW regular cab through MiDeal. The chassis will be outfitted with an AIR FLO PSC - 9-3 dump body, for a total purchase amount of \$75,802.17. Due to inflation and supply chain delays, we are adding a 10% contingency, \$7,580.22 which brings the total amount to \$83,382.39.**

Recommendation:

Approve the purchase of one 2023 Ford F450 XL Cab and Chassis 4 x 4 DRW Regular Cab from Gorno Ford through MiDeal for the amount of \$54,589.00. The Cab and Chassis will be outfitted with an AIR FLO PSC 9-3 dump body purchased through and installed by Automotive Service Company in the amount of \$21,213.17 for a total purchase amount of \$75,802.17 MiDeal # 3958-0119 Contract # 071B1300005. Due to inflation and supply chain delays, we are adding a 10% contingency of \$7,580.22, which will bring the total amount to \$83,382.39.

Your consideration and concurrence is appreciated

MO

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Michael Osborn, Director of Public Works
DATE: January 10, 2023

RECOMMENDATION: Approve the purchase of one (1) 2023 Ford F450 XL Cab and Chassis 4 x 4 DRW Regular Cab from Gorno Ford through MiDeal for the amount of \$54,589.00. The Cab and Chassis will be outfitted with an AIR FLO PSC 9-3 dump body purchased through and installed by Automotive Service Company in the amount of \$21,213.17 for a total purchase amount of \$75,802.17 MiDeal # 3958-0119 Contract # 071B1300005. Due to inflation and supply chain delays, we are adding a 10% contingency \$7,580.22, which brings the total amount to \$83,382.39.

SUMMARY

The City of Jackson is spending large amounts of labor and repair costs for maintenance and upkeep on the existing Department of Public Works Water Division 2001 Ford F-350 dump truck. The requested dump truck would replace the 2001 model which is in poor condition due to age and extreme use.

BUDGETARY CONSIDERATIONS

Funding for this equipment purchase was approved as part of the fiscal year 2022/23 budget for the Department of Public Works Water Equipment and Replacement Fund Line Item 402-591-000-981.000 for \$83,382.39.

HISTORY, BACKGROUND and DISCUSSION

The Department of Public Works utilizes this dump truck for many different types of assignments. This truck will be used for but not limited to activities such as: street patching, parkway restoration, excavation spoils and backfill handling, property cleanup, tree removals, plantings and trimming along with other day to day work as needed

POSITIONS

I recommend the approval of the purchase of one 2023 Ford F450 XL Cab and Chassis 4 x 4 DRW Regular Cab from Gorno Ford through MiDeal for the amount of \$54,589.00. The Cab and Chassis will be outfitted with an AIR FLO PSC 9-3 dump body purchased through and installed by Automotive Service Company in the amount of \$21,213.17 for a total purchase amount of \$75,802.17 MiDeal # 3958-0119 Contract # 071B1300005. Due to inflation and supply chain delays, we are adding a 10% contingency \$7,580.22, which brings the total amount to \$83,382.39

Automotive Service Company

603 E. Washington Ave.
P.O. Box 129
Jackson, MI 49204-0129

QUOTATION

Quote Number: 2716
Quote Date: Dec 21, 2022
Page: 1

Voice: 517-784-6131
Fax: 517-784-0601

Quoted To:
CITY OF JACKSON DPW DPW FISCAL SERVICES 11TH FLOOR 161 W MICHIGAN AVE JACKSON, MI 49201

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF JAX DPW	1/20/23	Net 30 Days	

Quantity	Description	Unit Price	Amount
1.00	FURNISH AND INSTALL ON FORD F450 CAB CHASSIS 60" CA AIR FLO PSC-9-3 DUMP BOX PAINTED BLACK - 1/4 CAB PROTECTION - 17" SIDES X 22" TAILGATE - 3/16 STEEL FLOOR OVER LAY - DOUBLE ACTING 12' ELECTRIC POWER PACK - FLAPS AND LIGHTS	16,684.00	16,684.00
1.00	BP DTR7012 ALUMINUM TARP SYSTEM - BP DTB102 102 INCH REAR ANTI-SAIL TARP TENSION BOW KIT WITH ROLLERS	898.00	898.00
1.00	REAR HITCH PLATE - PH15 PINTLE HITCH - 2-B-48 D-RINGS - RV PLUG WITH 6" ICC CHAN BUMPER	1,389.66	1,389.66
1.00	PAIR OF REAR POLY FENDERS	1,051.64	1,051.64
1.00	4 CORNER STROBE LIGHT PACKAGE	1,189.87	1,189.87

2% CONVENIENCE CHARGE ON CREDIT CARD PURCHASES OVER 1000.00 USD

Subtotal	21,213.17
Sales Tax	
TOTAL	21,213.17

DATE: 12/16/22 **(F-450 C/C 4x4)**

TO: JEFF SCHMELTZ, CITY OF JACKSON
517-768-6080 (DIRECT) (CELL) 517-398-0202 jschmeltz@cityofjackson.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagnev@gornoford.com

RE: **MiDEAL # 3958-0119 CONTRACT# 071B1300005**
(1) 2023MY FORD F-450 C/C-XL, 4x4, DRW, REG. CAB, 145 WB, 60" CA, 7.3L GAS V-8, 410 AMP H.D. ALT., 10 spd.A/TwO/D, OXFORD WHITE/SLATE VINYL, TPMS, A/C, AM/FM/MP3w/CLOCK, ESOF, LT225/75x19.5 AT/MAX-TRAC. , 4.88 LTD.SLIP – AXLE, 16,000# GVWR, CAB STEPS, TILT/CRUISE, SPARE, REMOTE START, FRNT. TOW HOOKS, RUNNING BOARDS,PWR. WINDOWS/LOCKS/Htd. MIRRORS, REAR VIEW CAMERA KIT, DISC BRKS.w/ABS, AIR BAGS, SAFETY ROOF – MARKER LIGHTS, TRAILER TOW PKG., ELEC. BRK. CNTRLR., REVERSE SAFETY BEEPER, UPFITTER SWITCHES, PTO, PLOW PKG., 40 GAL. FUEL TANK, 410amp H.D. Alt., DUAL BATT.,

F.O.B. DELIVERED TO CITY OF JACKSON, MI \$54,589.00
(MSRP = \$57,735.00)

Due to current chip shortage and various other supply chain issues Ford Motor Company has put Government Fleet Sales on allocation. A signed quote or Purchase Order is required to secure unit.

Ford Pro Fleet Department will have sole discretion regarding final approval of order confirmation based on customer order history.

Response to this quote required by DECEMBER 30, 2022.

Above quote expires JANRUARY 13, 2022.

ETA LATE SPRING/SUMMER 2023

2023MY production begins JANUARY of 2023, 2023MY lead time estimated at 30 + weeks.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Jackson. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Contract Award for 2023 Major Street Engineering**

RECOMMENDATION:

Approve the award for the 2023 Major Street Engineering contract to Rowe Professional Service Company of Flint, Michigan in the amount of \$145,678.05, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent

Attached is a report from Jon Dowling, City Engineer regarding a contract award for the above referenced project.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, PE, City Engineer
DATE: January 10, 2023

RECOMMENDATION: Approve the award for the 2023 Major Street Engineering contract to Rowe Professional Service Company of Flint, Michigan in the amount of \$144,678.05, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On December 14, 2022, qualification documents and proposals were received from seven consultants by the Purchasing Coordinator for preliminary (design) and construction engineering services for two major street projects. The qualifications and proposals were reviewed by a team consisting of Jon Dowling, City Engineer and Troy White, Assistant City Engineer.

BUDGETARY CONSIDERATIONS

The following is a list of firms that submitted proposals and their ratings and ranks as determined by the review team. Costs proposals were opened and reviewed for the two most qualified firms based on their ratings. Rowe Professional Services Company had the highest rating, and a cost of \$144,678.05.

Company	Rating (1000 max)	Task I Cost	Task II Cost	Total Cost
Rowe Professional Services Company, Flint, MI	834	\$68,674.17	\$76,003.88	\$144,678.05
Hubbell, Roth & Clark, Inc., Jackson, MI	826	\$84,614.20	Missing	N/A
Spaulding DeDecker, Novi, MI	794			
OHM Advisors, Ann Arbor, MI	790			
Mannik & Smith Group, Inc., Okemos, MI	724			
Fleis & Vandenbrink, Grand Rapids, MI	709			
ENG, Inc., Lansing, MI	621			

The Engineer's estimate for this project was \$136,500.00. The work included in this contract will be paid for with Major Street Funds.

Unlike bid solicitations, Requests for Qualifications and Proposals (RFQPs) are requested for professional services and are designed to allow the respondents to demonstrate their understanding of the project needs and their qualifications to perform the work. The City follows the Brooks Act for Qualification Based Selection (QBS) in the evaluation of the proposals with some modification to allow for consideration of cost. A point system is used to evaluate proposals and select the most qualified firms that consider experience, method of approach, time and effort, and understanding of the project. Cost proposals are opened and evaluated only for the most qualified firms, preventing potential Freedom of Information Act exposure to cost information by unsuccessful respondents.

HISTORY, BACKGROUND and DISCUSSION

This contract includes preliminary (design) and construction engineering for two projects on major streets as follows:

- 1) Pavement replacement on Elm Avenue: North Street to Floral Avenue.
- 2) Crush and shape with new pavement on E. High Street: South Street to Executive Drive.

Construction of these projects is scheduled to commence in the spring of 2024. The construction of these projects will be paid for by a combination of City of Jackson Major Street Funds and grants from the Federal Highway Administration (FHWA). To receive the FHWA grant for construction costs, the City must provide the engineering services contained within subject contract.

DISCUSSION OF THE ISSUE

Attached for your review are the worksheets used to determine the level of qualification for each firm. These sheets show the critical elements that were considered during the rating process. Engineering recommends that the firm most qualified receive the contract to ensure the highest quality design and contract administration services for this project. The highest rated firms scored higher than the other respondents because their proposals demonstrated an experienced staff, a good understanding of the proposed project, and a thorough work plan to execute the required services.

POSITIONS

Based upon their qualification ranking, and in concurrence with the Purchasing Agent, Engineering recommends that the 2023 Major Street Engineering contract be awarded to Rowe Professional Services Company of Flint, MI, at their not-to-exceed cost of \$144,678.05. We also request that the Mayor and City Clerk be authorized to sign the contract documents

ATTACHMENTS

PROPOSAL REVIEW SUMMARY FOR RFQP 23-01 MAJOR ST ENG

Firm	Experience/Qualifications			Understanding of the Problem			Method of Approach			Level of Effort			Results		
	J Graded Pnts	K Pnts (Out of 10) J/E	L Weighted Pnts A x K	M Graded Points	N Pnts (Out of 10) M/F	P Weighted Pnts N x B	Q Graded Points	R Pnts (Out of 10) Q/G	S Weighted Pnts R x C	T Graded Points	U Pnts (Out of 10) T/H	V Weighted Pnts U x D	Total Pnts L + P + S + V	Rank	Total Hours All Tasks
ROWE	9.5	7.3	146.0	12.0	7.5	188.0	16.0	10.0	300.0	8.0	8.0	200.0	834.0	1	1,288
HRC	10.0	7.7	154.0	13.0	8.1	203.0	13.0	8.1	244.0	9.0	9.0	225.0	826.0	2	1,530
SdD	10.5	8.1	162.0	14.0	8.8	219.0	14.0	8.8	263.0	6.0	6.0	150.0	794.0	3	2,274
OHM	11.5	8.8	177.0	12.0	7.5	188.0	12.0	7.5	225.0	8.0	8.0	200.0	790.0	4	2,008
MSG	8.0	6.2	123.0	12.0	7.5	188.0	10.0	6.3	188.0	9.0	9.0	225.0	724.0	5	1,851
F&V	6.5	5.0	100.0	15.0	9.4	234.0	12.0	7.5	225.0	6.0	6.0	150.0	709.0	6	1,184
ENG	7.0	5.4	108.0	6.0	3.8	94.0	13.0	8.1	244.0	7.0	7.0	175.0	621.0	7	1,191

HRC 84,614.20 TASK I ONLY TWO COPIES
 ROWE 68,674.17 TASK I
 76,003.88 TASK II
144,678.05

RFQP 23-001
Major Street Engineering

	Task 1		Task 2		Total	inspection weeks		hr/wk	
	PE	CE	PE	CE					
Spalding-DeDecker	372	700	350	852	2,274	6	770	15	51.33
OHM	259	810	251	688	2,008	8	990	20	49.50
Mannik Smith	498	343	438	572	1,851	9	325	5	65.00
HRC	345	439	308	438	1,530	10	464	8	58.00
Rowe	320	284	333	351	1,288	8	464	8	58.00
ENG	184	370	213	424	1,191	7	384	7	54.86
Fleis & Vandenbrink	244	446	162	296	1,148	6	496	15	33.07

11,290
1,612.79

RFQP 23-01 MAJOR STREET ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

4/10

All

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) Completion dates ✓
- 1 Exempt from NEPA? No.

Task I - High Street

- 4) Project limits ✓
- 1 5) Crush and shape existing HMA No
- 1 6) Two course HMA overlay No.
- 1 7) Shoulder work to match existing grades No.
- 8) New bridge and approaches at Grand River ✓
- 1 9) Need to accommodate Micor Drive No.
- 1 10) Detour will require JCDOT ROW permit No.
- 1 11) SESC from JCHD required No.

Task II - Elm Avenue

- 12) Project limits - North to Floral ✓
- 1 13) Full depth pavement replacement No.
- 1 14) Gutter is overlaid between North and Blakely No.
- 15) Sidewalk ramps to be upgraded ✓
- 1 16) Detour will require JCDOT ROW permit No.

EXPERIENCE / QUALITIFICATIONS

7/16

Critical Staff

- 1) Project Manager Morris ✓
- 1 2) NEPA Prep/Coordinator/Manager None shown
- 1 { 3) Design Engineer, crush & shape (High) } Harrington
- 1 { 4) Design Engineer, pavt recon (Elm) } Harrington
- 1 { 5) Design Engineer MOT None. Harrington? } Harrington
- 6) Construction Engineer Harrington. ✓
- 7) Inspector Slane ✓
- 8) Construction Office Tech Cook ✓

EXPERIENCE / QUALITIFICATIONS (CONTINUED)

Past Projects

- 9) STP Local Agency projects ✓
- 1 10) Crush and shape projects No.
- 11) Projects with sidewalk ramp upgrades ✓
- 12) Street projects in urban environment ✓
- 1 13) Projects that maintained industrial traffic No.

METHOD

13/16

All Projects

- 1 1) Let Task I & II together for better bids No.
- 1 2) NEPA submittal (early)
- 3) COJ CAD Standards ✓
- 4) Soil borings ✓
- 5) MDOT Standard Specs ✓
- 6) COJ SPs ✓
- 7) Itemized engineer's estimates ✓
- 8) Prelim submittal for interim COJ review ✓
- 9) Schedule thru LAP Guide for completion date ✓
- 10) Submittals using ProjectWise ✓
- 11) Full-time inspection ✓
- 12) Field Manager admin ✓
- 13) Coordinate for City-provided testing ✓
- 14) Prevailing wage review ✓
- 1 15) Maintaining traffic plans No.
- 16) Some ramps are already compliant - only replace those that are not ✓

I can't tell which is PE experience & which is CE experience for Harrington

RFQP 23-01 MAJOR STREET ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

All

15/16

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) Completion dates ✓

Task I – High Street

- 4) Project limits ✓
- 5) Crush and shape existing HMA ✓
- 6) Two course HMA overlay ✓
- 1 7) Shoulder work to match existing grades No.
- 8) New bridge and approaches at Grand River ✓
- 9) Need to accommodate Micor Drive ✓
- 10) Detour will require JCDOT ROW permit ✓
- 11) SESC from JCHD required ✓

Task II – Elm Avenue

- 12) Project limits – North to Floral ✓
- 13) Full depth pavement replacement ✓
- 14) Gutter is overlaid between North and Blakely ✓
- 15) Sidewalk ramps to be upgraded ✓
- 16) Detour will require JCDOT ROW permit ✓

EXPERIENCE / QUALITIFICATIONS

6 1/2 / 13

Critical Staff

- 1) Project Manager *Cubage*
- 1 2) NEPA Prep/Coordinator/Manager *None.*
- 1 3) Design Engineer, crush & shape (High) *Driscoll*
- 1 4) Design Engineer, pavt recon (Elm) *Driscoll*
- 1/2 5) Design Engineer MOT *Hickey? Not clear.*
- 6) Construction Engineer *Frank* ✓
- 1 7) Inspector *Schultz/Holmes* ✓
- 8) Construction Office Tech *Frank* ✓

EXPERIENCE / QUALITIFICATIONS (CONTINUED)

Past Projects

- 9) STP Local Agency projects ✓
- 1 10) Crush and shape projects *No.*
- 11) Projects with sidewalk ramp upgrades ✓
- 12) Street projects in urban environment ✓
- 1 13) Projects that maintained industrial traffic *No.*

METHOD

12 / 16

All Projects

- ✓ 1) Let Task I & II together for better bids
- ✓ 2) NEPA submittal (early)
- ✓ 3) COJ CAD Standards
- ✓ 4) Soil borings
- ✓ 5) MDOT Standard Specs
- 1 6) COJ SPs *No.*
- ✓ 7) Itemized engineer's estimates
- 1 8) Prelim submittal for interim COJ review *No.*
- ✓ 9) Schedule thru LAP Guide for completion date
- ✓ 10) Submittals using ProjectWise
- ✓ 11) Full-time inspection
- 1 12) Field Manager admin *No.*
- ✓ 13) Coordinate for City-provided testing
- 1 14) Prevailing wage review *No.*
- ✓ 15) Maintaining traffic plans
- ✓ 16) Some ramps are already compliant – only replace those that are not

Driscoll is EIT w/ No representative projects

No representative projects

RFQP 23-01 MAJOR STREET ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

All

13/16

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) Completion dates ✓

Task I – High Street

- 4) Project limits ✓
- 5) Crush and shape existing HMA ✓
- 6) Two course HMA overlay ✓
- 1 7) Shoulder work to match existing grades No.
- 8) New bridge and approaches at Grand River ✓
- 1 9) Need to accommodate Micor Drive No.
- 10) Detour will require JCDOT ROW permit ✓
- 11) SESC from JCHD required ✓

Task II – Elm Avenue

- 12) Project limits – North to Floral ✓
- 13) Full depth pavement replacement ✓
- 1 14) Gutter is overlaid between North and Blakely No.
- 15) Sidewalk ramps to be upgraded ✓
- 16) Detour will require JCDOT ROW permit ✓

EXPERIENCE / QUALITIFICATIONS

10/13

Critical Staff

- 1) Project Manager Romkema
- 2) NEPA Prep/Coordinator/Manager Commonwealth
- 1 3) Design Engineer, crush & shape (High) } Butler
- 4) Design Engineer, pavt recon (Elm) } Covault
- 1 5) Design Engineer MOT Villalobos
- 6) Construction Engineer Romkema
- 7) Inspector Beeksma
- 8) Construction Office Tech Blower

EXPERIENCE / QUALITIFICATIONS (CONTINUED)

Past Projects

- 9) STP Local Agency projects ✓
- 1 10) Crush and shape projects No.
- 11) Projects with sidewalk ramp upgrades ✓
- 12) Street projects in urban environment ✓
- 13) Projects that maintained industrial traffic ✓

METHOD

13/16

All Projects

- 1) Let Task I & II together for better bids ✓
- 1 2) NEPA submittal (early) No.
- 3) COJ CAD Standards ✓
- 4) Soil borings ✓
- 5) MDOT Standard Specs ✓
- 6) COJ SPs ✓
- 7) Itemized engineer's estimates ✓
- 8) Prelim submittal for interim COJ review ✓
- 9) Schedule thru LAP Guide for completion date ✓
- 1 10) Submittals using ProjectWise No.
- 11) Full-time inspection ✓
- 12) Field Manager admin ✓
- 13) Coordinate for City-provided testing ✓
- 14) Prevailing wage review No.
- 15) Maintaining traffic plans ✓
- 16) Some ramps are already compliant – only replace those that are not ✓

No crush & shape experience

No MOT experience shown

RFQP 23-01 MAJOR STREET ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

All

12/16

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) Completion dates ✓

Task I – High Street

- 4) Project limits ✓
- 5) Crush and shape existing HMA ✓
- 6) Two course HMA overlay ✓
- 7) Shoulder work to match existing grades ✓
- 8) New bridge and approaches at Grand River ✓
- 1 9) Need to accommodate Micor Drive No.
- 1 10) Detour will require JCDOT ROW permit No.
- 1 11) SESC from JCHD required No.

Task II – Elm Avenue

- 12) Project limits – North to Floral ✓
- 13) Full depth pavement replacement ✓
- 14) Gutter is overlaid between North and Blakely ✓
- 15) Sidewalk ramps to be upgraded ✓
- 1 16) Detour will require JCDOT ROW permit No.

EXPERIENCE / QUALITIFICATIONS

8/13

Critical Staff

- 1) Project Manager Vincent ✓
- 2) NEPA Prep/Coordinator/Manager Hacker/Peters ✓
Chidester ✓
- 1 3) Design Engineer, crush & shape (High) } Weaver
- 1 4) Design Engineer, pavt recon (Elm) }
- 1 5) Design Engineer MOT None.
- 6) Construction Engineer Bice/Vincent ✓
- 7) Inspector Symington ✓
- 8) Construction Office Tech Spalkie ✓

EXPERIENCE / QUALITIFICATIONS (CONTINUED)

Past Projects

- 9) STP Local Agency projects ✓
- 1 10) Crush and shape projects No.
- 11) Projects with sidewalk ramp upgrades ✓
- 12) Street projects in urban environment ✓
- 1 13) Projects that maintained industrial traffic No.

10/16

METHOD

All Projects

- 1 1) Let Task I & II together for better bids No.
- 2) NEPA submittal (early)
- 1 3) COJ CAD Standards No.
- 1 4) Soil borings No.
- 5) MDOT Standard Specs ✓
- 6) COJ SPs ✓
- 7) Itemized engineer's estimates ✓
- 8) Prelim submittal for interim COJ review ✓
- 9) Schedule thru LAP Guide for completion date ✓
- 10) Submittals using ProjectWise ✓
- 1 11) Full-time inspection No.
- 12) Field Manager admin ✓
- 1 13) Coordinate for City-provided testing No.
- 1 14) Prevailing wage review No.
- 15) Maintaining traffic plans ✓
- 16) Some ramps are already compliant – only replace those that are not ✓

No representative projects

RFQP 23-01 MAJOR STREET ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

All

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) Completion dates ✓

12/16

Task I – High Street

- 4) Project limits ✓
- 5) Crush and shape existing HMA ✓
- 6) Two course HMA overlay ✓
- 1 7) Shoulder work to match existing grades No.
- 8) New bridge and approaches at Grand River ✓
- 1 9) Need to accommodate Micor Drive No.
- 10) Detour will require JCDOT ROW permit ✓
- 11) SESC from JCHD required ✓

Task II – Elm Avenue

- 12) Project limits – North to Floral ✓
- 13) Full depth pavement replacement ✓
- 1 14) Gutter is overlaid between North and Blakely No.
- 15) Sidewalk ramps to be upgraded ✓
- 16) Detour will require JCDOT ROW permit ✓

-1 - Remove and replace C&G and storm sewer?

EXPERIENCE / QUALIFICATIONS

Critical Staff

11 1/2 / 13

- 1) Project Manager *McNamara*
- 2) NEPA Prep/Coordinator/Manager *Commonwealth*
- 1 3) Design Engineer, crush & shape (High) } *lentner*
- 4) Design Engineer, pavt recon (Elm) } *Downie*
- 5) Design Engineer MOT *Lovelands*
- 1/2 6) Construction Engineer *Woods.*
- 7) Inspector *Bastin*
- 8) Construction Office Tech *Randall*

EXPERIENCE / QUALIFICATIONS (CONTINUED)

Past Projects

- 9) STP Local Agency projects ✓
- 1 10) Crush and shape projects No.
- 11) Projects with sidewalk ramp upgrades ✓
- 12) Street projects in urban environment ✓
- 13) Projects that maintained industrial traffic ✓

12/16

METHOD

All Projects

- 1 1) Let Task I & II together for better bids No.
- 2) NEPA submittal (early) ✓
- 3) COJ CAD Standards ✓
- 4) Soil borings ✓
- 5) MDOT Standard Specs ✓
- 6) COJ SPs ✓
- 7) Itemized engineer's estimates ✓
- 8) Prelim submittal for interim COJ review ✓
- 9) Schedule thru LAP Guide for completion date ✓
- 10) Submittals using ProjectWise ✓
- 11) Full-time inspection ✓
- 12) Field Manager admin ✓
- 13) Coordinate for City-provided testing ✓
- 14) Prevailing wage review No.
- 15) Maintaining traffic plans No.
- 1 16) Some ramps are already compliant – only replace those that are not No.

No crush & shapes.

all MDOT experience.
little local agency experience.

RFQP 23-01 MAJOR STREET ENGINEERING PROPOSAL REVIEW CRITERIA

Rowe.

UNDERSTANDING OF PROBLEM

All

12
16

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) Completion dates ✓

Task I – High Street

- 4) Project limits ✓
- 5) Crush and shape existing HMA ✓
- 1 6) Two course HMA overlay No.
- 1 7) Shoulder work to match existing grades No
- 8) New bridge and approaches at Grand River ✓
- 1 9) Need to accommodate Micor Drive No.
- 10) Detour will require JCDOT ROW permit ✓
- 11) SESC from JCHD required ✓

Task II – Elm Avenue

- 12) Project limits – North to Floral ✓
- 1 13) Full depth pavement replacement Joint Repairs?
- 14) Gutter is overlaid between North and Blakely ✓
- 15) Sidewalk ramps to be upgraded ✓
- 16) Detour will require JCDOT ROW permit ✓

EXPERIENCE / QUALITIFICATIONS

9 1/2
13

Critical Staff

- 1) Project Manager Beckman
- 1 2) NEPA Prep/Coordinator/Manager None shown
- 1 1/2 } 3) Design Engineer, crush & shape (High)
- 4) Design Engineer, pavt recon (Elm)
- 5) Design Engineer MOT
- 6) Construction Engineer Bellgowan
- 7) Inspector Robert ✓
- 8) Construction Office Tech Irving ✓

Bair
Wahr

EXPERIENCE / QUALITIFICATIONS (CONTINUED)

Past Projects

- 9) STP Local Agency projects ✓
- 10) Crush and shape projects ✓ EV
- 11) Projects with sidewalk ramp upgrades ✓
- 12) Street projects in urban environment ✓
- 1 13) Projects that maintained industrial traffic None shown.

METHOD

16
16

All Projects

- 1) Let Task I & II together for better bids ✓
- 2) NEPA submittal (early) ✓
- 3) COJ CAD Standards ✓
- 4) Soil borings ✓
- 5) MDOT Standard Specs ✓
- 6) COJ SPs ✓
- 7) Itemized engineer's estimates ✓
- 8) Prelim submittal for interim COJ review ✓
- 9) Schedule thru LAP Guide for completion date ✓
- 10) Submittals using ProjectWise ✓
- 11) Full-time inspection ✓
- 12) Field Manager admin ✓
- 13) Coordinate for City-provided testing ✓
- 14) Prevailing wage review ✓
- 15) Maintaining traffic plans ✓
- 16) Some ramps are already compliant – only replace those that are not ✓

Neither show crush & shape on resume. Nothing specific to MOT.

RFQP 23-01 MAJOR STREET ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

All

14/16

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) Completion dates ✓

Task I – High Street

- 4) Project limits ✓
- 5) Crush and shape existing HMA ✓
- 6) Two course HMA overlay ✓
- 1 7) Shoulder work to match existing grades No.
- 8) New bridge and approaches at Grand River ✓
- 1 9) Need to accommodate Micor Drive No.
- 10) Detour will require JCDOT ROW permit ✓
- 11) SESC from JCHD required ✓

Task II – Elm Avenue

- 12) Project limits – North to Floral ✓
- 13) Full depth pavement replacement ✓
- 14) Gutter is overlaid between North and Blakely ✓
- 15) Sidewalk ramps to be upgraded ✓
- 16) Detour will require JCDOT ROW permit ✓

EXPERIENCE / QUALITIFICATIONS

Critical Staff

10 1/2 / 13

- 1) Project Manager Schrot ✓
- 2) NEPA Prep/Coordinator/Manager Carlstrom ✓
- 3) Design Engineer, crush & shape (High) } Loebach ✓
- 4) Design Engineer, pavt recon (Elm) } Meny ✓
- 1 5) Design Engineer MOT Meny
- 1/2 6) Construction Engineer Fortunato
- 7) Inspector Fischer ✓
- 8) Construction Office Tech Head ✓

EXPERIENCE / QUALITIFICATIONS (CONTINUED)

Past Projects

- 9) STP Local Agency projects ✓
- 1 10) Crush and shape projects No.
- 11) Projects with sidewalk ramp upgrades ✓
- 12) Street projects in urban environment ✓
- 13) Projects that maintained industrial traffic ✓

METHOD

14/16

All Projects

- 1) Let Task I & II together for better bids ✓
- 1 2) NEPA submittal (early) No.
- 3) COJ CAD Standards ✓
- 4) Soil borings ✓
- 5) MDOT Standard Specs ✓
- 6) COJ SPs ✓
- 7) Itemized engineer's estimates ✓
- 8) Prelim submittal for interim COJ review ✓
- 1 9) Schedule thru LAP Guide for completion date No.
- 10) Submittals using ProjectWise ✓
- 11) Full-time inspection ✓
- 12) Field Manager admin ✓
- 13) Coordinate for City-provided testing ✓
- 14) Prevailing wage review ✓
- 15) Maintaining traffic plans ✓
- 16) Some ramps are already compliant – only replace those that are not ✓

Both are PEs

Not an engineer

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 10, 2023
SUBJECT: **Contract Award for 2023 Lansing Avenue Corridor Engineering**

RECOMMENDATION:

Approve the award for the 2023 Lansing Avenue Corridor Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$452,451.30 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Jon Dowling, City Engineer regarding a contract award for the above referenced project.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, PE, City Engineer
DATE: January 10, 2023

RECOMMENDATION: Approve the award for the 2023 Lansing Avenue Corridor Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$452,451.30 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On December 14, 2022, qualification documents and proposals were received from six consultants by the Purchasing Coordinator for preliminary design and construction engineering services for the Lansing Avenue Corridor project. The qualifications and proposals were reviewed by a team consisting of Jon Dowling, City Engineer and Troy White, Assistant City Engineer.

BUDGETARY CONSIDERATIONS

The following is a list of firms that submitted proposals and their ratings and ranks as determined by the review team. Costs proposals were opened and reviewed for the two most qualified firms based on their ratings. Hubbell, Roth & Clark had the highest rating, and a cost of \$452,451.30.

Company	Rating (1000 max)	Cost	Hours	Cost per Hour
Hubbell, Roth & Clark, Inc., Jackson, MI (HRC)	921	\$452,451.30	3,852	\$117.46
Spaulding DeDecker, Novi, MI	779	\$415,460.00	3,541	\$117.33
Rowe Professional Services Company, Flint, MI	740			
Mannik & Smith Group, Inc., Okemos, MI	717			
Fleis & Vandenbrink, Grand Rapids, MI	642			
DLZ, Lansing, MI	522			

The Engineer's estimate for this project was \$325,735.00. The work included in this contract will be paid for with Major Street Funds.

Unlike bid solicitations, Requests for Qualifications and Proposals (RFQPs) are requested for professional services and are designed to allow the respondents to demonstrate their understanding of the project needs and their qualifications to perform the work. The City follows the Brooks Act for Qualification Based Selection (QBS) in the evaluation of the proposals with some modification to allow for consideration of cost. A point system is used to evaluate proposals and select the most qualified firms that consider experience, method of approach, time and effort, and understanding of the project. Cost proposals are opened and evaluated only for the most qualified firms, preventing potential Freedom of Information Act exposure to cost information by unsuccessful respondents.

HISTORY, BACKGROUND and DISCUSSION

This contract includes preliminary design and construction engineering for the Lansing Avenue Corridor as follows:

Part 1) Traffic Signal Modernization at four intersections of Ganson Street at Jackson Street, Lansing Avenue at North Street, Lansing Avenue at Clinton Road and Hill Street, and Lansing Avenue at Monroe Street. Also upgrade existing box span at Lansing Avenue and Ganson Street with reflectorized backplates. Signal installations will include backplates, vehicular detection, and pedestrian countdown signals.

Part 2) Intersection enhancements on Blackstone Street: Blackstone Street and Lansing Avenue shall be realigned to connect the north leg of Blackstone into Lansing Avenue at a 90 degree angle. Blackstone Street and Louis Glick Highway shall be realigned to have the north leg of Blackstone with a three lane cross-section to provide a south bound center left turn lane

Part 3) On Lansing Avenue between Steward Street and Clinton Road: The project will implement a 4-3 road diet. The intersection of Lansing Avenue at Clinton Road will be realigned to connect with Hill Street. Lastly, the roadway will be completely reconstructed with a new hot mix asphalt, new curbs and sidewalk repairs where needed.

To receive the Federal Highway Administration (FHA) grant for construction costs, the City must provide the engineering services contained within subject contract. Each of the parts listed above are funded as below:

Part 1 is funded with FY 2024 FHWA Highway Safety Improvement Program Funds with City Major Street Funds as a match.

Part 2 is funded with FY 2024 Transportation Economic Development Cat F Funds with City Major Street Funds as a match.

Part 3 is funded with FY 2025 FHWA Surface Transportation Program Funds with City Major Street Funds as a match.

DISCUSSION OF THE ISSUE

Attached for your review are the worksheets used to determine the level of qualification for each firm. These sheets show the critical elements that were considered during the rating process. Engineering recommends that the firm most qualified receive the contract to ensure the highest quality design and contract administration services for this project. The highest rated firms scored higher than the other respondents because their proposals demonstrated an experienced staff, a good understanding of the proposed project, and a thorough work plan to execute the required services. While HRC is the more costly of the two that were deemed most qualified, it is the recommended firm because their proposal included deeper soil borings for the traffic signals to conform to the upcoming MDOT specifications, and they also included the on-site fabrication inspection that will be required for the traffic signal poles.

POSITIONS

Based upon their qualification ranking, and in concurrence with the Purchasing Agent, Engineering recommends that the 2023 Lansing Avenue Corridor Engineering contract be awarded to Hubbell, Roth & Clark of Jackson, Michigan, at their not-to-exceed cost of \$452,451.30. We also request that the Mayor and City Clerk be authorized to sign the contract documents

ATTACHMENTS

PROPOSAL REVIEW SUMMARY FOR RFQP 23-02 LANSING AVE ENG

Firm	Experience/Qualifications			Understanding of the Problem			Method of Approach			Level of Effort			Results		
	J Graded Pnts	K Pnts (Out of 10) J/E	L Weighted Pnts A x K	M Graded Points	N Pnts (Out of 10) M/F	P Weighted Pnts N x B	Q Graded Points	R Pnts (Out of 10) Q/G	S Weighted Pnts R x C	T Graded Points	U Pnts (Out of 10) T/H	V Weighted Pnts U x D	Total Pnts L + P + S + V	Rank	Total Hours All Tasks
HRC	17.0	8.5	170.0	32.0	10.0	250.0	23.0	9.2	276.0	9.0	9.0	225.0	921.0	1	3,852
SdD	16.5	8.3	165.0	22.0	6.9	172.0	16.0	6.4	192.0	10.0	10.0	250.0	779.0	2	3,541
ROWE	15.0	7.5	150.0	19.0	5.9	148.0	16.0	6.4	192.0	10.0	10.0	250.0	740.0	3	3,687
MSG	13.0	6.5	130.0	22.0	6.9	172.0	20.0	8.0	240.0	7.0	7.0	175.0	717.0	4	4,413
F&V	14.0	7.0	140.0	22.0	6.9	172.0	15.0	6.0	180.0	6.0	6.0	150.0	642.0	5	2,320
DLZ	14.0	7.0	140.0	19.0	5.9	148.0	7.0	2.8	84.0	6.0	6.0	150.0	522.0	6	2,594
		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0	7	
		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0	7	

HRC 452,451.30
 SDD 161,890.00
 83,625.00
 170,945.00

 415,460.00

TASK I
 TASK II
 TASK III

RFQP 23-002

Lansing Ave Corridor Engineering

	PE	Task 1		PE	Task 2		PE	Task 3		Total	inspection weeks	hr/wk		
		CE			CE			CE						
Mannik Smith		789	1,182		342	696		460	944	4,413	7	1,950	16	121.88
HRC		575	705		296	531		752	993	3,852	9	1,466	24	61.08
Rowe		428	896		320	464		588	991	3,687	10	1,698	30	56.60
Spalding-DeDecker		604	700		192	531		397	1,117	3,541	10	1,210	17	71.18
DLZ			812			546			1,236	2,594	6	1,180		#VALUE!
1552 in proposal		312	718		160	326		292	512	2,320	6	714	33	21.64
										20,407		13,674		
										3,401.17		3,418.50		

DLZ

RFQP 23-02 LANSING AVE CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

19/32

All

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 1 3) City-provided material testing No.

Task I – Signal Modernizations

- 4) Location – Ganson at Jackson ✓
- 5) Location – Lansing at North, Clinton & Monroe ✓
- 6) Location – Lansing and Ganson (backplates) ✓
- 1 7) Mast Arm Type No
- 1 8) Can't build North & Clinton signals before lane diet and intersection realignment No.
- 9) Ped signals ✓
- 1 10) Timing permits No
- 1 11) FY 2024 funding No.

Task II – Blackstone Enhancements

- 12) Project location – Blackstone and Lansing ✓
- 13) Realign Lansing intersection for 90 degree tee ✓
- 14) Project location – Blackstone and Glick ✓
- 15) Widen Glick approach for left turn lane ✓
- 16) MDOT ROW permit required ✓
- 17) Glick signal heads to be reviewed ✓
- 1 18) FY 2024 funding No.

Task III – Lansing Ave Street work, Steward to Clinton

- 19) Project Location – Steward to Clinton ✓
- 20) Lane reduction to three lanes ✓
- 21) Realign intersection at Clinton/Hill ✓
- 22) Realign intersection at Steward ✓
- 1 23) Eliminate slip ramp for SB Steward No.
- 24) Will require complete reconstruct ✓
- 25) Commercial district ✓
- 1 26) Add greenspace – tree opportunity No.
- 27) Lateral water main replacements needed ✓
- 1 28) EGLE permit required for WM work No
- 1 29) Lag Time for pole & mast arm delivery No.
- 1 30) In-shop fabrication inspections – welds No.
- 1 31) In-shop fabrication inspections - paint No.
- 1 32) FY 2025 funding

EXPERIENCE / QUALITIFICATIONS

14/20

Critical Staff

- 1) Project Manager Merrill
- 2) NEPA Prep/Coordinator/Manager Not shown
- 1 3) Traffic Engineer for timing permits Hamel
- 4) Design Engineer, traffic signals Wiktorzak/Park

EXPERIENCE / QUALITIFICATIONS (continued)

- 5) Design Engineer, geometrics Riley ✓
- 6) Design Engineer, street & perm signs King (signs) ✓
- 7) Design Engineer, WM & sewer Curvie ✓
- 1 8) Design Engineer MOT not shown.
- 1 9) Construction Engineer don't know.
- 10) Inspector – WM work Anderson ✓
- 11) Inspector – street work Anderson ✓
- 1 12) Inspector - signals not shown
- 13) Construction Office Tech Mendvek ✓

Past Projects

- 14) STP Local Agency projects ✓
- 1 15) Projects with multiple MDOT job numbers Not shown.
- 1 16) Traffic signal projects None shown.
- 17) Intersection realignment projects ✓
- 18) Projects with sidewalk ramp upgrades ✓
- 19) Street projects in urban environment ✓
- 20) Projects that maintained commercial traffic ✓

METHOD

7/25

All Projects

- 1 1) Task I & II let for FY 2024 No
- 1 2) Task III let for FY 2025 No.
- 1 3) Coordinate schedule for Tasks I & III No.
- 1 4) NEPA submittal (early) No.
- 1 5) COJ CAD Standards No.
- 6) Soil borings ✓
- 1 7) Traffic modelling No.
- 8) ADA ramps ✓
- 9) WM lateral replacement plans ✓
- 10) Maintaining traffic plans ✓
- 1 11) Permanent signing plans No.
- 1 12) Construction staking No.
- 1 13) Shop drawing and submittals review – WM No.
- 1 14) Shop drawing and submittals review - signals No.
- 15) MDOT Standard Specs ✓
- 1 16) COJ SPs No.
- 17) Itemized engineer's estimates ✓
- 1 18) Prelim submittal for interim COJ review No.
- 1 19) Schedule thru LAP Guide for completion date No.
- 1 20) Plan for build North & Clinton signals after intersection realignments No.
- 1 21) Submittals using ProjectWise No.
- 22) Full-time inspection ✓
- 1 23) Field Manager admin No.
- 1 24) Coordinate for City-provided testing No.
- 1 25) Prevailing wage review No.

RFQP 23-02 LANSING AVE CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

All

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) City-provided material testing ✓

32/32

Task I – Signal Modernizations

- 4) Location – Ganson at Jackson ✓
- 5) Location – Lansing at North, Clinton & Monroe ✓
- 6) Location – Lansing and Ganson (backplates) ✓
- 7) Mast Arm Type ✓
- 8) Can't build North & Clinton signals before lane diet and intersection realignment ✓
- 9) Ped signals ✓
- 10) Timing permits ✓
- 11) FY 2024 funding ✓

Task II – Blackstone Enhancements

- 12) Project location – Blackstone and Lansing ✓
- 13) Realign Lansing intersection for 90 degree tee ✓
- 14) Project location – Blackstone and Glick ✓
- 15) Widen Glick approach for left turn lane ✓
- 16) MDOT ROW permit required ✓
- 17) Glick signal heads to be reviewed ✓
- 18) FY 2024 funding ✓

Task III – Lansing Ave Street work, Steward to Clinton

- 19) Project Location – Steward to Clinton ✓
- 20) Lane reduction to three lanes ✓
- 21) Realign intersection at Clinton/Hill ✓
- 22) Realign intersection at Steward ✓
- 23) Eliminate slip ramp for SB Steward ✓
- 24) Will require complete reconstruct ✓
- 25) Commercial district ✓
- 26) Add greenspace – tree opportunity ✓
- 27) Lateral water main replacements needed ✓
- 28) EGLE permit required for WM work ✓
- 29) Lag Time for pole & mast arm delivery ✓
- 30) In-shop fabrication inspections – welds ✓
- 31) In-shop fabrication inspections - paint ✓
- 32) FY 2025 funding ✓

EXPERIENCE / QUALITIFICATIONS

Critical Staff

- 1) Project Manager Romkema
- 1 2) NEPA Prep/Coordinator/Manager Not shown.
- 1 3) Traffic Engineer for timing permits Not shown
- 4) Design Engineer, traffic signals Michaels. ✓

17/20

HRC

Villalobos (signs) ✓
Butler, Covault (street) ✓

EXPERIENCE / QUALITIFICATIONS (continued)

- 5) Design Engineer, geometrics Butler, Covault ✓
- 6) Design Engineer, street & perm signs ✓
- 7) Design Engineer, WM & sewer Butler ✓
- 1 8) Design Engineer MOT Villalobos ← no exp shown.
- 9) Construction Engineer Romkema ✓
- 10) Inspector – WM work
- 11) Inspector – street work } Pratt ✓
- 12) Inspector - signals } Boekema. ✓
- 13) Construction Office Tech Blower ✓

Past Projects

- 14) STP Local Agency projects ✓
- 15) Projects with multiple MDOT job numbers ✓
- 16) Traffic signal projects ✓
- 17) Intersection realignment projects ✓
- 18) Projects with sidewalk ramp upgrades ✓
- 19) Street projects in urban environment ✓
- 20) Projects that maintained commercial traffic ✓

METHOD

All Projects

- 1) Task I & II let for FY 2024 ✓
- 2) Task III let for FY 2025 ✓
- 3) Coordinate schedule for Tasks I & III ✓
- 4) NEPA submittal (early) ✓
- 5) COJ CAD Standards ✓
- 6) Soil borings ✓
- 1 7) Traffic modelling No.
- 8) ADA ramps ✓
- 9) WM lateral replacement plans ✓
- 10) Maintaining traffic plans ✓
- 11) Permanent signing plans ✓
- 12) Construction staking ✓
- 13) Shop drawing and submittals review – WM ✓
- 14) Shop drawing and submittals review - signals ✓
- 15) MDOT Standard Specs ✓
- 16) COJ SPs ✓
- 17) Itemized engineer's estimates ✓
- 18) Prelim submittal for interim COJ review ✓
- 19) Schedule thru LAP Guide for completion date ✓
- 20) Plan for build North & Clinton signals after intersection realignments ✓
- 1 21) Submittals using ProjectWise No.
- 22) Full-time inspection ✓
- 23) Field Manager admin ✓
- 24) Coordinate for City-provided testing ✓
- 25) Prevailing wage review ✓

23/25

RFQP 23-02 LANSING AVE CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

Vincent ✓
Wever ✓

UNDERSTANDING OF PROBLEM

22/32

All

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) City-provided material testing ✓

Task I – Signal Modernizations

- 4) Location – Ganson at Jackson ✓
- 5) Location – Lansing at North, Clinton & Monroe ✓
- 6) Location – Lansing and Ganson (backplates) ✓
- 7) Mast Arm Type ✓
- 1/2 8) Can't build North & Clinton signals before lane diet and intersection realignment ±
- 1 9) Ped signals NO.
- 10) Timing permits ✓
- 11) FY 2024 funding ✓

Task II – Blackstone Enhancements

- 12) Project location – Blackstone and Lansing ✓
- 13) Realign Lansing intersection for 90 degree tee ✓
- 14) Project location – Blackstone and Glick ✓
- 15) Widen Glick approach for left turn lane ✓
- 1 16) MDOT ROW permit required NO.
- 17) Glick signal heads to be reviewed ✓
- 18) FY 2024 funding ✓

Task III – Lansing Ave Street work, Steward to Clinton

- 19) Project Location – Steward to Clinton
- 20) Lane reduction to three lanes
- 21) Realign intersection at Clinton/Hill
- 22) Realign intersection at Steward
- 1 23) Eliminate slip ramp for SB Steward NO.
- 24) Will require complete reconstruct
- 1 25) Commercial district NO.
- 1/2 26) Add greenspace – tree opportunity ±
- 1 27) Lateral water main replacements needed NO.
- 1 28) EGLE permit required for WM work NO.
- 1 29) Lag Time for pole & mast arm delivery NO.
- 1 30) In-shop fabrication inspections – welds NO.
- 1 31) In-shop fabrication inspections - paint NO.
- 32) FY 2025 funding ✓

EXPERIENCE / QUALITIFICATIONS (continued)

- 5) Design Engineer, geometrics
- 6) Design Engineer, street & perm signs
- 1 7) Design Engineer, WM & sewer Not shown.
- 1 8) Design Engineer MOT Not shown.
- 9) Construction Engineer Vincent
- 1 10) Inspector – WM work symington - no WM exp.
- 11) Inspector – street work symington ✓
- 12) Inspector - signals symington ✓
- 13) Construction Office Tech Szalkie ✓

Past Projects

- 14) STP Local Agency projects
- 1 15) Projects with multiple MDOT job numbers Not shown.
- 16) Traffic signal projects
- 1 17) Intersection realignment projects None shown
- 1 18) Projects with sidewalk ramp upgrades NO
- 1 19) Street projects in urban environment NO
- 20) Projects that maintained commercial traffic ✓

METHOD

20/29

All Projects

- 1) Task I & II let for FY 2024
- 2) Task III let for FY 2025
- 3) Coordinate schedule for Tasks I & III
- 4) NEPA submittal (early)
- 5) COJ CAD Standards
- 6) Soil borings
- 7) Traffic modelling
- 8) ADA ramps
- 1 9) WM lateral replacement plans NO.
- 10) Maintaining traffic plans
- 11) Permanent signing plans
- 12) Construction staking
- 1 13) Shop drawing and submittals review – WM NO
- 1 14) Shop drawing and submittals review - signals NO.
- 15) MDOT Standard Specs
- 16) COJ SPs
- 17) Itemized engineer's estimates
- 18) Prelim submittal for interim COJ review
- 19) Schedule thru LAP Guide for completion date
- 1/2 20) Plan for build North & Clinton signals after intersection realignments ±
- 1/2 21) Submittals using ProjectWise kind of.
- 22) Full-time inspection ✓
- 23) Field Manager admir ✓
- 24) Coordinate for City-provided testing ✓
- 1 25) Prevailing wage review NO.

EXPERIENCE / QUALITIFICATIONS

12/20

No city, WM or signal exp.

Critical Staff

- 1 1) Project Manager Vincent
- 2) NEPA Prep/Coordinator/Manager Hacker
- 3) Traffic Engineer for timing permits Hacker
- 4) Design Engineer, traffic signals Hacker

RFQP 23-02 LANSING AVE CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

Rowe

UNDERSTANDING OF PROBLEM

All

19/32

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) City-provided material testing ✓

Task I – Signal Modernizations

- 4) Location – Ganson at Jackson ✓
- 1/2 5) Location – Lansing at North, Clinton & Monroe ±
- 1 6) Location – Lansing and Ganson (backplates) ✓
- 1 7) Mast Arm Type No.
- 1 8) Can't build North & Clinton signals before lane diet and intersection realignment No.
- 9) Ped signals ✓
- 1 10) Timing permits No.
- 11) FY 2024 funding ✓

Task II – Blackstone Enhancements

- 12) Project location – Blackstone and Lansing ✓
- 13) Realign Lansing intersection for 90 degree tee ✓
- 14) Project location – Blackstone and Glick ✓
- 15) Widen Glick approach for left turn lane ✓
- 16) MDOT ROW permit required ✓
- 1 17) Glick signal heads to be reviewed No.
- 18) FY 2024 funding ✓

Task III – Lansing Ave Street work, Steward to Clinton

- 19) Project Location – Steward to Clinton ✓
- 20) Lane reduction to three lanes ✓
- 1/2 21) Realign intersection at Clinton/Hill } kind of.
- 1/2 22) Realign intersection at Steward } kind of.
- 1/2 23) Eliminate slip ramp for SB Steward No.
- 1 24) Will require complete reconstruct ✓
- 1 25) Commercial district No.
- 1/2 26) Add greenspace – tree opportunity kind of.
- 1 27) Lateral water main replacements needed No.
- 1 28) EGLE permit required for WM work No.
- 1 29) Lag Time for pole & mast arm delivery No.
- 1 30) In-shop fabrication inspections – welds No.
- 1 31) In-shop fabrication inspections - paint No.
- 32) FY 2025 funding ✓

EXPERIENCE / QUALITIFICATIONS

15/20

Critical Staff

- 1) Project Manager Beckman
- 1 2) NEPA Prep/Coordinator/Manager None shown
- 3) Traffic Engineer for timing permits Savola.
- 4) Design Engineer, traffic signals Hemeyer, Savola.

EXPERIENCE / QUALITIFICATIONS (continued)

- 5) Design Engineer, geometrics
- 6) Design Engineer, street & perm signs
- 7) Design Engineer, WM & sewer
- 8) Design Engineer MOT
- 1/2 9) Construction Engineer Bellgowen ← NO WM exp.
- 10) Inspector – WM work
- 11) Inspector – street work } Robert ✓
- 12) Inspector - signals
- 13) Construction Office Tech Irving ✓

Past Projects

- 14) STP Local Agency projects ✓
- 1 15) Projects with multiple MDOT job numbers Not shown.
- 16) Traffic signal projects ✓
- 1/2 17) Intersection realignment projects kind of ±
- 18) Projects with sidewalk ramp upgrades ✓
- 19) Street projects in urban environment ✓
- 1 20) Projects that maintained commercial traffic Not shown.

METHOD

16/25

All Projects

- 1/2 1) Task I & II let for FY 2024
- 1/2 2) Task III let for FY 2025
- 1 3) Coordinate schedule for Tasks I & III No.
- 4) NEPA submittal (early) ✓
- 5) COJ CAD Standards ✓
- 6) Soil borings ✓
- 1 7) Traffic modelling No.
- 8) ADA ramps ✓
- 1 9) WM lateral replacement plans No.
- 10) Maintaining traffic plans ✓
- 1 11) Permanent signing plans No.
- 12) Construction staking ✓
- 1 13) Shop drawing and submittals review – WM No.
- 1 14) Shop drawing and submittals review - signals No.
- 15) MDOT Standard Specs ✓
- 16) COJ SPs ✓
- 17) Itemized engineer's estimates ✓
- 18) Prelim submittal for interim COJ review ✓
- 19) Schedule thru LAP Guide for completion date ✓
- 1 20) Plan for build North & Clinton signals after intersection realignments No.
- 1 21) Submittals using ProjectWise No.
- 22) Full-time inspection ✓
- 23) Field Manager admin ✓
- 24) Coordinate for City-provided testing ✓
- 25) Prevailing wage review ✓

RFQP 23-02 LANSING AVE CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

UNDERSTANDING OF PROBLEM

All

- 1) PE and CE ✓
- 2) LAP Review & MDOT Letting ✓
- 3) City-provided material testing ✓

32/32

Task I – Signal Modernizations

- 4) Location – Ganson at Jackson ✓
- 5) Location – Lansing at North, Clinton & Monroe ✓
- 6) Location – Lansing and Ganson (backplates) ✓
- 1 7) Mast Arm Type NO.
- 1 8) Can't build North & Clinton signals before lane diet and intersection realignment NO.
- 1 9) Ped signals NO
- 1 10) Timing permits NO
- 11) FY 2024 funding ✓

Task II – Blackstone Enhancements

- 12) Project location – Blackstone and Lansing ✓
- 13) Realign Lansing intersection for 90 degree tee ✓
- 14) Project location – Blackstone and Glick ✓
- 15) Widen Glick approach for left turn lane ✓
- 1 16) MDOT ROW permit required NO.
- 1 17) Glick signal heads to be reviewed NO.
- 18) FY 2024 funding ✓

Task III – Lansing Ave Street work, Steward to Clinton

- 19) Project Location – Steward to Clinton ✓
- 20) Lane reduction to three lanes ✓
- 21) Realign intersection at Clinton/Hill ✓
- 1 22) Realign intersection at Steward NO.
- 1 23) Eliminate slip ramp for SB Steward NO.
- 24) Will require complete reconstruct ✓
- 25) Commercial district ✓
- 1 26) Add greenspace – tree opportunity NO.
- 27) Lateral water main replacements needed ✓
- 28) EGLE permit required for WM work ✓
- 29) Lag Time for pole & mast arm delivery ✓
- 30) In-shop fabrication inspections – welds ✓
- 31) In-shop fabrication inspections - paint ✓
- 1 32) FY 2025 funding NO.

EXPERIENCE / QUALITIFICATIONS

Critical Staff

- 1) Project Manager *Schroet* ✓
- 2) NEPA Prep/Coordinator/Manager *Carlstrom* ✓
- 3) Traffic Engineer for timing permits *Stramsak* ✓
- 4) Design Engineer, traffic signals *Burgess* ✓

Menx ✓
Loebach ✓
Carlstrom ✓

EXPERIENCE / QUALITIFICATIONS (continued)

- 5) Design Engineer, geometrics ✓
- 6) Design Engineer, street & perm signs ✓
- 7) Design Engineer, WM & sewer ✓
- 8) Design Engineer MOT ✓
- 1/2 9) Construction Engineer *Fortunato - not an engineer*
- 10) Inspector – WM work *Fischer* ✓
- 11) Inspector – street work *Fischer* ✓
- 1 12) Inspector - signals *Fischer - no exp.*
- 13) Construction Office Tech *Head* ✓

Past Projects

- 14) STP Local Agency projects ✓
- 1 15) Projects with multiple MDOT job numbers *Not shown*
- 1 16) Traffic signal projects *Not shown*
- 17) Intersection realignment projects ✓
- 18) Projects with sidewalk ramp upgrades ✓
- 19) Street projects in urban environment ✓
- 20) Projects that maintained commercial traffic ✓

METHOD

All Projects

- 1) Task I & II let for FY 2024 ✓
- 2) Task III let for FY 2025 NO
- 1 3) Coordinate schedule for Tasks I & III NO
- 1 4) NEPA submittal (early) NO.
- 5) COJ CAD Standards ✓
- 6) Soil borings ✓
- 1 7) Traffic modelling
- 8) ADA ramps ✓
- 9) WM lateral replacement plans ✓
- 10) Maintaining traffic plans ✓
- 1 11) Permanent signing plans
- 12) Construction staking ✓
- 1/2 13) Shop drawing and submittals review – WM
- 1/2 14) Shop drawing and submittals review - signals
- 1 15) MDOT Standard Specs
- 1 16) COJ SPs
- 17) Itemized engineer's estimates ✓
- 18) Prelim submittal for interim COJ review ✓
- 19) Schedule thru LAP Guide for completion date ✓
- 1 20) Plan for build North & Clinton signals after intersection realignments NO.
- 21) Submittals using ProjectWise ✓
- 22) Full-time inspection ✓
- 23) Field Manager admin ✓
- 24) Coordinate for City-provided testing ✓
- 25) Prevailing wage review ✓

MEMO TO: Honorable Mayor Mahoney and City Councilmembers
FROM: Matthew M. Hagerty, City Attorney
DATE: January 10, 2023 City Council Meeting
SUBJECT: **Section 18-156. Possession/use of Marihuana**

RECOMMENDATION: **Consider first reading of amendment to Section 18-156. Possession/use of Marihuana, of the City of Jackson Code of Ordinances.**

Your consideration is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: January 10, 2023 City Council Meeting

RECOMMENDATION: **Approve correction to Section 18-156. Possession/use of Marihuana, of the City of Jackson Code of Ordinances.**

SUMMARY

The attached amendment to Section 18-156 Possession/use of Marihuana reflects the correction of a scrivener's error to the original Code section which was adopted on January 29, 2019, wherein the word "use" was correctly sited in the title of the section, but not included within the body of the paragraph. This correction will ensure the proper language was included as City Council originally intended, consistent with the relevant Medical Marihuana Facilities Licensing Act, the Michigan Medical Marihuana Act and the Michigan Regulation and Taxation of Marihuana Act.

HISTORY, BACKGROUND AND DISCUSSION

Upon a review of Section 18-156 Possession/Use of Marihuana by Director Hitt and City Attorney Hagerty, it was determined that a scrivener's error occurred omitting the word "use" in that section of the Code. As drafted, the attached version of Section 18-156 Possession/Use of Marihuana would simply add the word "use" where it was omitted and remove the extra word "in". This will correct the Code section to coincide with what City Council had intended, and ensure it is consistent with state law.

POSITION

I recommend the proposed amendment be considered for First Reading.

ATTACHMENTS: Redlined version of Code Section 18-156 Possession/use of Marihuana, which reflects the addition of the word "use" and removal of the extra "in".

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 18 – OFFENSES, ARTICLE VI – OFFENSES AGAINST PUBLIC MORALS, DIVISION 2, MARIHUANA AND DRUG PARAPHERNALIA TO CORRECT SECTION 18-156.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend Chapter 18 – Offenses, Article VI – Offenses Against Public Morals, Division 2, Marihuana and Drug Paraphernalia, Sec. 18-156 to correct a scrivener’s error.

Section 2. That Chapter 18 – Offenses, Article VI – Offenses Against Public Morals, Division 2, Marihuana and Drug Paraphernalia, Sec. 18-156 be amended to read as follows:

Sec. 18-156. Possession/use of marihuana.

No person shall knowingly and intentionally possess or use marihuana unless the use and possession of marihuana shall be ~~in~~ in compliance with the Medical Marihuana Facilities Licensing Act, the Michigan Medical Marihuana Act and the Michigan Regulation and Taxation of Marihuana Act, and all other provisions of the City of Jackson Code of Ordinances, as amended.

MEMO TO: Honorable Mayor Mahoney and City Councilmembers
FROM: Mark M. Porterfield, Senior Assistant City Attorney
DATE: January 10, 2023
SUBJECT: **First Reading: Adoption of amendment to Section 2-451 of Chapter 2, Article IV of the Jackson Code of Ordinances.**

RECOMMENDATION: **Approve amendment to Section 2-451 of Chapter 2, Article IV of the Jackson Code of Ordinances.**

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Mark M. Porterfield, Senior Assistant City Attorney

DATE: January 10, 2023

RECOMMENDATION: **Approve amendment to Section 2-451 of Chapter 2, Article IV of the Jackson Code of Ordinances.**

SUMMARY

The attached proposed amendment to Section 2-451 would reduce the amount of time the City would need to retain tax rolls and special assessment ledgers to twenty (20) years.

HISTORY, BACKGROUND AND DISCUSSION

Article IV of Chapter 2 of the Jackson Code of Ordinances provides the Open Data and Public Records Policy. Section 2-451 contains a record disposal schedule for various categories of records. Depending on the type of record, the time for retaining a record can be forever, fifteen (15) years, seven (7) years, three (3) years or only one (1) year.

Section 2-451 (a)(1)c. provides that the City must retain all tax rolls and special assessment ledgers permanently. The attached proposed amendment would reduce the length of time to retain tax rolls and special assessment ledgers to twenty (20) years.

The City Treasurer's Office has indicated that storing all of the records for tax rolls and special assessment ledgers permanently requires an enormous amount of space. The amount of available space to store these records is nearing maximum capacity. By reducing the time to twenty (20) years, the City will free up storage space. Additionally, reducing the time to retain tax rolls and special assessment ledgers to twenty (20) years would make the City's policy consistent with the State of Michigan Record Retention Policy for City Treasurers [a copy of the policy is attached].

POSITION

City staff recommends that the attached amendment be approved.

ATTACHMENTS: Clean Version of Proposed Amendment
Track Changes Version of Proposed Amendment
State of Michigan Record Retention Policy for City Treasurers

General Schedule #28 - City and Village Treasurer

General Schedule #28 supersedes Section 19 of the Michigan Municipal League's "Records Management Handbook" that was approved in April 1998.

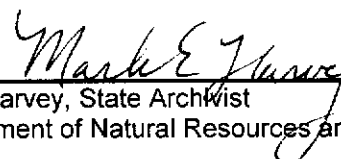
This Retention and Disposal Schedule covers records that are commonly found in the **city or village treasurer** offices. The records that are described on the attached pages are deemed necessary (1) for the continued effective operation of Michigan government, (2) to constitute an adequate and proper recording of its activities, and (3) to protect the legal rights of the government of the State of Michigan and of the people.



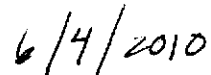
Debra Gearhart, Director
Department of Technology, Management and Budget, Records Management Services



(Date)



Mark Harvey, State Archivist
Department of Natural Resources and Environment, Archives of Michigan



(Date)

APPROVED

State Administrative Board



(Date)

INTRODUCTION

Chapter VII, Section 87.11, of Public Act 215 of 1895, the Fourth Class City Act, established the powers and duties of the office of the City Treasurer.

Sec. 11. The treasurer, subject to the direction of the council, shall have the custody of all moneys, bonds, mortgages, notes, leases and evidences of value belonging to the city: Provided, That the council by a majority vote of all the aldermen elect may designate 1 or more depositaries in such city in which the city treasurer shall deposit all such moneys and other property named above in his possession by virtue of his office, to be drawn there from only in such manner as the council shall direct, and every such depositary shall furnish a bond, as the council may require and approve, for the safekeeping and accounting of all such moneys and property thus coming into its possession. The council may at any time by a majority vote of all the aldermen elect change any depositary or depositaries. He shall receive all moneys belonging to and receivable by the corporation, and keep account of all receipts and expenditures thereof: Provided, that the treasurer shall not be liable for any neglect or default by such depositary or depositaries. The treasurer shall pay no money out of the treasury except in pursuance of and by authority of law and as directed by the council. He shall keep an account of and be charged with all taxes and moneys appropriated, raised or received for each fund of the corporation, and shall keep a separate account of each fund, and shall credit thereto all moneys raised, paid in or appropriated therefore, and shall pay every warrant out of the particular fund constituted or raised for the purpose for which the warrant was issued, and having the name of such fund endorsed thereon by the clerk. The treasurer may also, subject to the approval of the council, appoint a deputy, who shall possess all the powers and authority of the treasurer, subject to the control of the treasurer; and the treasurer and his bondsmen shall be liable for the acts and defaults of such deputy. Such deputy shall be paid for his services by the treasurer, unless otherwise provided by the council, and such deputy may be removed at the will of the treasurer. The city treasurer shall be the collector of state and county taxes within the city, and all other taxes and assessments levied within the city; he shall perform all such duties in relation to the collection of taxes as the council may prescribe, and as provided by this act.

Public Records

The Michigan Freedom of Information Act (FOIA) ([MCL 15.231-15.246](#)) defines public records as recorded information “prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function, from the time it is created.”

Retention and Disposal Schedules

Michigan law ([MCL 399.5](#) and [750.491](#)) requires that all public records be listed on an approved Retention and Disposal Schedule that identifies the minimum amount of time that records must be kept to satisfy administrative, legal, fiscal and historical needs. Local situations may require retention beyond the periods listed, and nothing prevents an office from retaining records longer than the specified period of time. Schedules also identify when records may be destroyed, and when certain records can be sent to the

Archives of Michigan for permanent preservation. *Records cannot be destroyed unless their disposition is authorized by an approved Retention and Disposal Schedule.* All schedules are approved by the Records Management Services, the Archives of Michigan and the State Administrative Board. There are two types of schedules that government agencies may use:

- A “general schedule” will cover records that are common to a particular type of government agency, such as city/village treasurer records. General schedules may not address every single record that a particular office may have in its possession. *General schedules do not mandate that any of the records listed on the schedule be created.* However, if they are created in the normal course of business, the schedule establishes a minimum retention period for them.
- Any record that is not covered by a general schedule must be listed on an “agency-specific schedule” that will address records that are unique to a particular government agency. Agency-specific schedules always supersede general schedules. Agency-specific schedules only address the records of the agency named on the schedule, and may not be used by another agency. This schedule supersedes section 19 of the Michigan Municipal League’s “Records Management Handbook” that was approved in April 1998.

Unofficial Documents

General Schedule #1 addresses the retention of “nonrecord” materials. These documents are broadly defined as drafts, duplicates, convenience copies, publications and other materials that do not document agency activities. These materials can be disposed of when they have served their intended purpose. Government agencies need to identify the “office of record” when multiple offices possess copies of the same record. The “office of record” is responsible for following the retention period that is specified, duplicates do not need to be retained. A more comprehensive definition of “nonrecords” can be found in the approved schedule (available online at http://www.michigan.gov/documents/hal_mhc_rms_GS1_local_110758_7.pdf).

Record Maintenance

Records can exist in a wide variety of formats, including paper, maps, photographs, microfilm, digital images, e-mail messages, databases, etc. *The retention periods listed on this general schedule do not specify the format in which the record may exist, because each government agency that adopts this schedule may choose to retain its records using different recording media.*

Government agencies are responsible for ensuring that all of their records (regardless of format) are properly retained and remain accessible during this entire retention period. All records need to be stored in a secure and stable environment that will protect them from tampering, damage and degradation. Electronic records are dependent upon specific hardware and software to be accessed and used. It is important to understand that the original technology that is used to create electronic records will eventually become obsolete. As a result, government agencies should work with their information technology staff to develop preservation plans for retaining electronic records with long-term (more than 10 years) retention requirements. Various laws (including the Records

Reproduction Act, [MCL 24.401-24.406](#)) identify acceptable formats for retaining public records; agencies are responsible for understanding and complying with these laws.

Suspending Destruction

Government agencies must immediately cease the destruction of all relevant records (even if destruction is authorized by an approved Retention and Disposal Schedule) if they receive a FOIA request, if they believe that an investigation or litigation is imminent, or if they are notified that an audit, investigation or litigation has commenced. If relevant records exist in electronic formats (such as e-mail, digital images, word processed documents, databases, backup tapes, etc.), the agency may need to notify its information technology staff. Failure to cease the destruction of relevant records could result in penalties.

Records Management Services Can Help!

The State of Michigan Records Management Services is available to assist government agencies with their questions about record retention and acceptable recording media. Agencies may contact the Records Management Services at (517) 335-9132. Additional information is also available from the Records Management Services' website <http://www.michigan.gov/recordsmanagement/>, including records management manuals, general schedules, e-mail retention guidelines, microfilming standards and digital imaging standards, etc.

State of Michigan
Department of Technology, Management & Budget - Records Management Services
Records Retention and Disposal Schedule

Dept Code Dept Name
 /GS28/ City/Village Treasurer

Item Number	Series Title	Total Retention	State Administrative Board Approval Date
28.001 -	<u>Administrative Subject Files</u>	ACT+5	07/20/2010

Subject files contain records that support administrative analysis, program and project planning, procedure development, and programmatic activities. These records include periodic activity reports (narrative and statistical), special reports, topical correspondence (including electronic mail), research materials, project planning notes or organizational charts. Subject files are generally organized alphabetically by topic and may be further organized into annual files.

Subject files do NOT include files related to specific individual program activities of the treasurer's office, such as tax collection records, which are listed elsewhere in this schedule.

ACT = while subject file is of interest for ongoing administration. Some subject files may have historical value and should be preserved permanently.

28.002 -	<u>General Correspondence</u>	CR+2	07/20/2010
----------	-------------------------------	------	------------

General correspondence records do not relate to a specific issue, official or employee. These records are often organized chronologically or by correspondent's name. General correspondence may include referral correspondence used to forward information or requests to another person or department. General correspondence may exist in a variety of formats, including memos, letters, notes and electronic mail messages. These records also include automated or manual tools (such as a mail log) that index or track when correspondence was received, the topic of the correspondence, who is responsible for responding to the correspondence, and when the correspondence is considered closed for further action. If correspondence does relate to a specific issue, official or employee it should be filed with other relevant records.

28.003 -	<u>Information/Freedom of Information Act Requests</u>	CR+1	07/20/2010
----------	--	------	------------

These records document requests for information or public records, and may include requests for information or public records, correspondence related to requests, copies of released documents and billing records.

ACT = Active CR = Creation EXP = Expiration FY = Fiscal Year
 SUP = Superseded EVT = Event DISP = Immediate Disposal

Item Number	Series Title	Total Retention	State Administrative Board Approval Date
28.004 -	<u>Transitory Correspondence</u>	EVT	07/20/2010
	<p>Records are considered transitory (temporary) correspondence if they document official responsibilities or activities, but have no documentary or evidential value after the activity is completed (such as a question answered or a meeting attended). Transitory messages do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. Examples of transitory correspondence include letters of transmittal that do not add information to the transmitted materials, routine requests for information that require no administrative action, policy decision, special compilation or research. This type of record also includes invitations to work-related events or notifications of upcoming meetings. EVT = need not be retained more than 30 days after receipt.</p>		
28.005 -	<u>Planners/Calendars</u>	CR+2	07/20/2010
	<p>These records include electronic or manual planners and calendars that schedule or track an individual official or staff member's work-related meetings, assignments and tasks. Individual officials and employees are usually responsible for retaining their planners/calendars for the retention period.</p>		
28.006 -	<u>Staff and Project Meeting Records</u>	CR+2	07/20/2010
	<p>These records document staff meetings and meetings with other project participants. They may include meeting minutes, agendas and distribution materials. Meeting records may also be retained in subject files, if they relate to a specific project. These records do NOT include records of meetings of official boards, commissions or committees.</p>		
28.007 -	<u>Grant Records</u>	ACT	07/20/2010
	<p>These are records used to administer state, federal or private grants. These records include applications, budgets, worksheets, adjustments, plans, award letters, committee records, staffing sheets with account numbers, grant evaluation/monitoring reports, audits, periodic progress reports, or rules and regulations. ACT = until the grant is closed out, plus any additional time that is required by the granting agency for auditing purposes. Final reports and products of the grant may be kept longer for use and reference purposes.</p>		

ACT = Active

CR = Creation

EXP = Expiration

FY = Fiscal Year

SUP = Superseded

EVT = Event

DISP = Immediate Disposal

Item Number	Series Title	Total Retention	State Administrative Board Approval Date
28.008 -	<u>Policies, Procedures and Directives</u>	SUP	07/20/2010
	These records document the administrative policies and procedures of the treasurer's office. SUP = Only the current document must be retained. Superseded versions may be destroyed.		
28.009 -	<u>Treasurer's Office Budget Planning Records</u>	CR+5	07/20/2010
	These records are used to help develop, monitor and document the treasurer's portion of the overall municipality/village budget. They include itemized estimates of the anticipated expenditures of the treasurer's office for the next and current fiscal years, and records documenting the amounts appropriated for each account/line item for the treasurer's office in the current and previous fiscal years. They may include budget requests, statistics, proposed budget amendments, and budget summaries.		
28.011 -	<u>Accounts Receivable General Ledger</u>	FY+7	07/20/2010
	This record will document the income that is received by the city on a daily basis and will also document the reconciliation of the official deposit amounts to the city's bank account.		
28.012 -	<u>Banking Records</u>	FY+7	07/20/2010
	These records are used to document the city's banking activities (for reconciliation purposes) and are based on monies collected from individuals and businesses on a daily basis. The records may include deposit slips, bank statements, signature cards, etc.		
28.013 -	<u>Bankruptcy Notice to Creditor</u>	ACT+1	07/20/2010
	This record is created by the U.S. Bankruptcy Court and is used to settle an account covered by bankruptcy. The record includes the debtor's name, address, case number, social security number, attorney contact, bankruptcy trustee contact, etc. The record is received as a courtesy copy. ACT = Until resolved or closed.		

ACT = Active

CR = Creation

EXP = Expiration

FY = Fiscal Year

SUP = Superseded

EVT = Event

DISP = Immediate Disposal

Item Number	Series Title	Total Retention	State Administrative Board Approval Date
28.014 -	<u>Cancellation of Personal Property Tax</u>	ACT+2	07/20/2010
	<p>This record is created so that the city is not responsible for any property taxes that it could not collect. The record may include the business owner's name, tax information, parcel number, and delinquent dollar amount. The record also lists the number of attempts to collect the taxes. This record is created by the Treasurer and then is recorded by the court. ACT = Until the tax is paid or closed by the court.</p>		
28.015 -	<u>Cash Receipts Ledger</u>	FY+7	07/20/2010
	<p>This record tracks every cash transaction that comes in or goes out of the Treasurer's office. The record may include the date, entry number, vendor name, credit amount, debit amount, receipt number, form of payment, and the account number to which it applies.</p>		
28.016 -	<u>Daily Report of Collections</u>	FY+7	07/20/2010
	<p>This record will document the daily collection of revenue received through the Treasurer's office. The record is maintained by the Treasurer and may contain the transaction number, reference numbers, description of activity, date, amount, and receipt number. This record may also include cash register tapes used to record the dollar amounts received by the city throughout the day and to balance daily revenue.</p>		
28.017 -	<u>Biweekly Distribution of Taxes</u>	FY+7	07/20/2010
	<p>This record will document the biweekly distribution of revenue received from property tax collections, administrative fees from special tax assessments, and other sources. The revenue is reconciled against the master tax roll.</p>		
28.018 -	<u>Duplicate Payment Refund (All Refunds)</u>	ACT	07/20/2010
	<p>This record documents refund payments to taxpayers who have overpaid their taxes. The record will include invoice number, dollar amount, name, address, total paid, property data, reason for payment, copy of overpayment check, etc. ACT = Until audit.</p>		

ACT = Active

CR = Creation

EXP = Expiration

FY = Fiscal Year

SUP = Superseded

EVT = Event

DISP = Immediate Disposal

Item Number	Series Title	Total Retention	State Administrative Board Approval Date
28.019 -	<u>Invoices</u>	FY+7	07/20/2010
	<p>This record will contain the city's daily invoices and any supporting records documenting services provided by the city. The invoices will include date, invoice number, name of taxpayer billed, address, services required, services received, billing amount, and the total due. Invoices are sent out by the Treasurer's office and when the invoices are returned, the Treasurer's office stamps the invoices and sends the paperwork to the appropriate city department.</p>		
28.020 -	<u>Jeopardy Tax Records</u>	CR+2	07/20/2010
	<p>This record will contain documents prepared by the Treasurer for companies that owe taxes. They are created every time a business closes or relocates and are used to capture the personal property tax of that business. The records may include the Notice of Filing Jeopardy Tax Assessment Affidavit, Jeopardy Tax Assessment Affidavit, and correspondence. The record may also include the property number, property address, total tax due, tax rate, jeopardy fee, name and contact of taxpayer, etc.</p>		
28.021 -	<u>Refunds</u>	FY+7	07/20/2010
	<p>These records will document refunds of monies by the city and are also used as an audit trail. The record may include copies of refund checks, original checks, receipts, tax statements, reasons for refund, etc.</p>		
28.022 -	<u>Tax Bills and Original Receipts</u>	FY+7	07/20/2010
	<p>This record documents city taxes billed to individuals and businesses and verifies payment by the taxpayer. The record may include the taxpayers name and address, property ID number, taxable value, state equalized value, date, total due, etc.</p>		
28.023 -	<u>Tax Notice - Undeliverable</u>	FY+7	07/20/2010
	<p>The tax notice notifies the taxpayer that the tax assessment is due. This record is created when the bill is returned as undeliverable. The record will contain the name of the property owner, address, taxes due, and parcel number.</p>		

ACT = Active

CR = Creation

EXP = Expiration

FY = Fiscal Year

SUP = Superseded

EVT = Event

DISP = Immediate Disposal

Item Number	Series Title	Total Retention	State Administrative Board Approval Date
28.024 -	<u>Delinquent Personal Property Tax Collection Records</u>	ACT+6	07/20/2010
	<p>These records will document the collection of delinquent personal property taxes. The records may contain delinquent tax notices, court decisions, copies of checks, affidavits, demand of payment, correspondence, and other supporting documentation. ACT = Until case is resolved.</p>		
28.025 -	<u>Tax Rolls</u>	CR+20	07/20/2010
	<p>This record will document tax rolls for real and personal property, delinquent property, and special taxes. The records are used to summarize all of the tax information for each unique property (parcel). The county prints out the tax rolls and a copy is maintained by the city. The tax roll will include property number, school district, taxpayer name, legal description, property value, tax, special assessment, amount, total tax, paid or not, etc.</p>		
28.026 -	<u>Trailer Court Fees/Mobile Home Report</u>	ACT	07/20/2010
	<p>This record is created to track the money received for trailer tax fees. The record may contain the taxpayer's name, address, invoice date, amount of fee, etc. ACT = Until audit.</p>		
28.027 -	<u>Utility Bill Payment/Receipt</u>	ACT	07/20/2010
	<p>This record documents billing and payment of utility bills. The record will contain the account number, customer name, address, and total amount due. ACT = Until audit.</p>		
28.028 -	<u>Investment Records</u>	FY+7	07/20/2010
	<p>This record will document monetary investments by cities, including maturities. The records may include date of purchase, amount of investment, maturity date, fund name, principal, and interest. The records may also include confirmation notices from banks or brokerages, receipts, work sheets, balance sheets, requests to invest or withdraw funds, and any other investment records showing activity.</p>		

ACT = Active

CR = Creation

EXP = Expiration

FY = Fiscal Year

SUP = Superseded

EVT = Event

DISP = Immediate Disposal

Item Number	Series Title	Total Retention	State Administrative Board Approval Date
28.029 -	<u>Annual Settlements</u>	ACT+1	07/20/2010
	This record will document the actual amount of real delinquent taxes purchased by the county. ACT = Until audit.		
28.030 -	<u>Tax Capture Records</u>	ACT+1	07/20/2010
	This record will document the tax monies captured from taxing units and distributed to various authorities. The records may include work sheets, school obligation bond payments, and other supporting documentation. ACT = Until audit.		

ACT = Active

CR = Creation

EXP = Expiration

FY = Fiscal Year

SUP = Superseded

EVT = Event

DISP = Immediate Disposal

State of Michigan
Records Management Services

Frequently Asked Questions About General Schedules

Q: What is a public record?

A: The Michigan Freedom of Information Act (FOIA) ([MCL 15.231-15.246](#)) defines public records as recorded information “prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function, from the time it is created.”

Q: Are all records considered to be “official” records?

A: No. General Schedule #1 addresses the retention of “nonrecord” materials. These documents are broadly defined as drafts, duplicates, convenience copies, publications and other materials that do not document agency activities. These materials can be disposed of when they have served their intended purpose. Government agencies need to identify the “office of record” when multiple offices possess copies of the same record. The “office of record” is responsible for following the retention period that is specified, duplicates do not need to be retained. A more comprehensive definition can be found in the approved schedule (available online at http://www.michigan.gov/documents/hal_mhc_rms_GS1_local_110758_7.pdf).

Q: Are the retention periods that are listed on general schedules minimum amounts of time that a record should be kept?

A: Yes. General schedules authorize, but do not require, public officials to dispose of records after the expiration of the assigned retention period. Local situations may require retention beyond the periods listed, and nothing prevents a government agency from retaining records longer than the specified period of time. If records are kept for less than the amount of time listed, the agency can be penalized for unlawful destruction of records. In addition, if records are kept too long, they can waste valuable storage space, and they can become a liability to the agency if it receives a FOIA request, or if it becomes involved in litigation.

Q: Does my government agency have to follow a general schedule?

A: Records cannot be lawfully destroyed without the authorization of an approved Retention and Disposal Schedule. The purpose of a general schedule is to ensure that all government agencies are following consistent retention practices, and to

prevent individual agencies from having to develop an agency-specific schedule. However, if your government agency does not want to follow an approved general schedule, it would need to get an agency-specific schedule approved. [Note: agency-specific schedules always supersede a general schedule.] Internal policies do not have the force of law that an approved Retention and Disposal Schedule has.

Q: What is an agency-specific schedule?

A: Agency-specific schedules are Retention and Disposal Schedules that only apply to the agency listed on the document. They are intended to cover records that are unique to that specific agency. Records that are listed on an approved general schedule should not be listed on an agency-specific schedule, unless the agency has a unique situation that justifies a different retention period than the one everyone else is following. The instructions and forms for agency-specific schedules are available online at <http://www.michigan.gov/recordsmanagement/>.

Q: What should my government agency do if we create a record that is not listed on the general schedule?

A: The general schedule covers records that are common to most government agencies. However, general schedules do not claim to be inclusive of every record that all agencies create. Records that are not listed on general schedules cannot be destroyed without the authorization of an approved agency-specific schedule.

Q: What should my government agency do if we do not create a record that is listed on the general schedule?

A: Nothing. General schedules do not mandate that any of the records listed on the schedule be created. However, if they are created in the normal course of business, the schedule establishes a retention period for them.

Q: What do the codes in the Total Retention column mean?

A: The **retention codes** that appear on the schedule are used to establish how long records are retained by the creating agency before they are destroyed. Retention codes determine how destruction dates will be automatically calculated by Versatile (Versatile is the records management software that is used by Records Management Services to manage the retention of records), and the date upon which the calculation will be based. Definitions of these codes can be found in the Records Management Manual that is available online at <http://www.michigan.gov/recordsmanagement/>.

Q: What do the numbers in the Total Retention column represent?

A: In addition to the retention code, a period of time, years and/or months, can be used in the calculation of the retention period. Years are expressed as whole numbers, and months are expressed as fractions. For example, the fraction "0/6" would represent 6 months. The retention code plus the period of time results in a mathematical formula that is used to determine a disposal date.

Q: Do the general schedules only cover paper records, or do they cover databases and other electronic records too?

A: Records can exist in a wide variety of formats, including paper, maps, photographs, digital images, e-mail messages, databases, etc. The retention periods listed on the general schedules do not specify the format that the record may exist in, because each government agency that adopts the schedule may choose to retain its records using different recording media. Government agencies are responsible for ensuring that their records, regardless of format, are properly retained and remain accessible during this entire retention period. Various laws (including the Records Reproduction Act) identify acceptable formats for retaining public records; agencies are responsible for understanding and complying with these laws.

Q: Do the general schedules cover e-mail?

A: Yes. Many of the record series that are listed on the general schedules may originate as e-mail. Those e-mail messages need to be retained for the period of time specified by the schedule. For more information about e-mail retention, please check out the online guide at <http://www.michigan.gov/recordsmanagement/>.

Q: Can records be microfilmed or digitally imaged?

A: Yes. The Records Reproduction Act (MCL 24.401-24.406) regulates the reproduction of public records by Michigan government agencies at all levels. This law requires the Records Management Services to promulgate technical standards to ensure the continued accessibility and usability of records that are microfilmed or digitized throughout their retention period. The standards are also intended to help state and local governments ensure the integrity and authenticity of their records. The Records Management Services administers competitively bid master contracts for microfilming and imaging services. State agencies and local governments are eligible to use these contracts to receive these services. More information is available online at <http://www.michigan.gov/recordsmanagement/>.

Q: How can I determine which records that are listed on the general schedules contain confidential information that should not be released to the public?

A: Select records series that are listed on the general schedules may be exempt from public disclosure, in accordance with the provisions of state and federal laws. Please consult with your attorney if you need additional information.

Q: Is there an appropriate way to destroy records that contain confidential information?

A: Yes. Some public records contain sensitive or confidential information. These records should not be placed in a regular trash or recycle bin when they are destroyed. It is important that government agencies ensure that these records are destroyed in a manner that prevents the inappropriate release of the information. The State of Michigan administers a master contract with a vendor that complies with the state's requirements for confidential destruction of records. Government agencies that are interested in using this contract should contact the vendor: Rapid Shred, Attention: Scott Dennis, 616-735-2900. Confidential electronic records should be destroyed in accordance with the U.S. Department of Defense "Standard Industrial Security Program Operating Manual" (DoD 5220.22-M).

Q: Who is responsible for ensuring that Retention and Disposal Schedules are followed?

A: The Michigan Penal Code (MCL 750.491) establishes misdemeanor penalties for disposing of records without the authorization of an approved Retention and Disposal Schedule. Government agency directors are responsible for ensuring that relevant staff are aware of the provisions in the schedule and follow them. The Records Management Services does not audit agencies and assess penalties. However, courts may penalize agencies for failing to follow an approved Retention and Disposal Schedule.

Q: What should I do if I have suggestions for revising a general schedule?

A: Contact the Records Management Services at (517) 335-9132.

ORDINANCE NO. 2023-_____

An Ordinance amending Chapter 2, Article IV of the City of Jackson Code of Ordinances to revise the record disposal schedule for tax rolls and special assessment ledgers.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance amending Section 2-451 of Chapter 2, Article IV of the City of Jackson Code of Ordinances to revise the record disposal schedule for tax rolls and special assessment ledgers.

Section 2. That Chapter 2, Article IV of the City of Jackson Code of Ordinances be amended as follows:

Chapter 2 – ADMINISTRATION

ARTICLE IV. – OPEN DATA AND PUBLIC RECORDS POLICY

Sec. 2-451. Information and record disposal schedule.

- (a) The head of any city department is authorized to destroy or otherwise dispose of any record under his charge according to the following schedule:
- (1) *To be retained permanently:*
 - a. General ledgers, general journals and cash books.
 - b. Bond and interest ledgers and records of bonds and interest coupons destroyed.
 - c. Property ledgers.
 - d. Deeds and other title papers.
 - e. Records of tax liens, foreclosures and sales.
 - f. Records of securities owned or held in trust.
 - g. Records of employee earnings and payroll deductions.
 - h. Memoranda relating to outstanding warrants or checks not presented for payment, issue of duplicate checks.
 - i. Reports which include general ledger balance sheets, trial balances, payroll summaries and analyses of operating figures for a period longer than one (1) year.
 - j. Annual reports and summaries.
 - k. Correspondence, reports and memoranda of a policy nature.
 - l. Auditor's reports.
 - m. Charts of accounts and manuals of instruction.

- n. Birth and death certificates, burial permits, communicable disease records, immunization records, positive tests for syphilis.
 - o. Maps, records and plans of new construction or improvements and tracings of systems.
 - p. Clipping file.
 - q. Minutes of commissions, boards, councils, committees and other official groups.
 - r. Negative photographs.
 - s. Reference materials produced by in-house officials.
 - t. Assessment rolls, real and personal property.
 - u. Contracts and leases.
 - v. Agreements and contracts.
 - w. Plats and plat books.
 - x. Valuation records.
 - y. Deeds, land contracts, title abstracts.
 - z. Annual budget and financial statement.
 - aa. Answered alarm register.
 - bb. Fire violation notices.
 - cc. Legal opinions.
 - dd. Annexation and zoning data.
 - ee. Master plan reports.
 - ff. Urban renewal data.
 - gg. Surveyor field notebook.
 - hh. Job descriptions and salary schedules.
 - ii. Service hydrant and meter records.
 - jj. Police and district court records (unless otherwise provided by law).
- (2) *To be retained for twenty (20) years:*
- a. Tax rolls and special assessment ledgers.
- (3) *To be retained for fifteen (15) years:*
- a. Subsidiary ledgers, including revenue ledgers, appropriation expenditure ledgers, store ledgers, miscellaneous accounts and receivable ledgers.
 - b. Cost and work ledgers and records.
 - c. Journal vouchers.
 - d. Books of original entry (other than general journals and cash books) including voucher, warrant and check registers, daily summaries of receipts and their distribution, journal proof types from machine posting of subsidiary ledgers.
 - e. Paid or cancelled checks.
 - f. Surety bonds, officers and employees (fidelity bonds).
 - g. Fire investigation reports, fire training records.
 - h. Water department daily log sheets.

(4) *To be retained for seven (7) years:*

- a. City property appraisals.
- b. Duplicate receipts for taxes, special assessments, licenses, permits and registrations and building permit applications.
- c. Bank deposit books and record stubs.
- d. Paid or cancelled expenditure vouchers.
- e. Records of formal bids and advertising for bids on contracts and purchases where such procedure is required.
- f. Redeemed bonds and interest coupons (certificate of their destruction must be kept).
- g. Bond and interest register (bond and interest ledger shall be kept permanently).
- h. Insurance policies and records relating to claims.
- i. Records of collateral pledged by depositories.
- j. Memoranda relating to physical inventories.
- k. Correspondence, special subjects.
- l. Petitions.
- m. Income tax withholdings.
- n. Employee folders, and accident reports.
- o. Fire monthly summary, uniform allowance records.
- p. Parks and recreation attendance reports.
- q. Tree removals.
- r. Maintenance reports, state highway department.
- s. Vouchers with attached invoices.
- t. Recreation season and senior citizen programs.

(5) *To be retained for three (3) years:*

- a. Requisitions.
- b. Purchase orders.
- c. Shipping notices and bills of lading.
- d. Records of material received.
- e. Register of requisitions.
- f. Time tickets.
- g. Assignments, attachments and garnishments.
- h. Bank deposit slips and detailed records of items deposited.
- i. Negative laboratory reports.
- j. Property transfer slips.
- k. Tax statements.
- l. Departmental transfers.
- m. Tree plantings.

- (6) *[Other records not listed.]* All other records not appearing in the above schedules will be reviewed by the city attorney's office for the proper period of retention, but in no event shall the retention period be less than a year.
- (b) The time given in this schedule shall be figured from the end of the period covered by the record unless the record is subject to audit. In those cases, the time shall be figured from the date of the completed audit.

Section 3. Effective Date.

This Ordinance takes effect in thirty (30) days.

ORDINANCE NO. 2023-_____

An Ordinance amending Chapter 2, Article IV of the City of Jackson Code of Ordinances to revise the record disposal schedule for tax rolls and special assessment ledgers.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance amending Section 2-451 of Chapter 2, Article IV of the City of Jackson Code of Ordinances to revise the record disposal schedule for tax rolls and special assessment ledgers.

Section 2. That Chapter 2, Article IV of the City of Jackson Code of Ordinances be amended as follows:

Chapter 2 – ADMINISTRATION

ARTICLE IV. – OPEN DATA AND PUBLIC RECORDS POLICY

Sec. 2-451. Information and record disposal schedule.

(a) The head of any city department is authorized to destroy or otherwise dispose of any record under his charge according to the following schedule:

(1) *To be retained permanently:*

- a. General ledgers, general journals and cash books.
- b. Bond and interest ledgers and records of bonds and interest coupons destroyed.
- ~~c. Tax rolls and special assessment ledgers.~~
- ~~cd.~~ Property ledgers.
- ~~de.~~ Deeds and other title papers.
- ~~ef.~~ Records of tax liens, foreclosures and sales.
- ~~fg.~~ Records of securities owned or held in trust.
- ~~gh.~~ Records of employee earnings and payroll deductions.
- ~~hi.~~ Memoranda relating to outstanding warrants or checks not presented for payment, issue of duplicate checks.
- ~~ij.~~ Reports which include general ledger balance sheets, trial balances, payroll summaries and analyses of operating figures for a period longer than one (1) year.
- ~~jk.~~ Annual reports and summaries.
- ~~kl.~~ Correspondence, reports and memoranda of a policy nature.
- ~~lm.~~ Auditor's reports.
- ~~mn.~~ Charts of accounts and manuals of instruction.

- ne. Birth and death certificates, burial permits, communicable disease records, immunization records, positive tests for syphilis.
- op. Maps, records and plans of new construction or improvements and tracings of systems.
- pe. Clipping file.
- qf. Minutes of commissions, boards, councils, committees and other official groups.
- rs. Negative photographs.
- st. Reference materials produced by in-house officials.
- tu. Assessment rolls, real and personal property.
- uv. Contracts and leases.
- vw. Agreements and contracts.
- wx. Plats and plat books.
- xy. Valuation records.
- yz. Deeds, land contracts, title abstracts.
- zaa. Annual budget and financial statement.
- aabb. Answered alarm register.
- bbee. Fire violation notices.
- ccdd. Legal opinions.
- ddee. Annexation and zoning data.
- eeff. Master plan reports.
- ffgg. Urban renewal data.
- gghh. Surveyor field notebook.
- hhii. Job descriptions and salary schedules.
- ijjj. Service hydrant and meter records.
- jjkk. Police and district court records (unless otherwise provided by law).

(2) To be retained for twenty (20) years:

a. Tax rolls and special assessment ledgers.

(32) To be retained for fifteen (15) years:

- a. Subsidiary ledgers, including revenue ledgers, appropriation expenditure ledgers, store ledgers, miscellaneous accounts and receivable ledgers.
- b. Cost and work ledgers and records.
- c. Journal vouchers.
- d. Books of original entry (other than general journals and cash books) including voucher, warrant and check registers, daily summaries of receipts and their distribution, journal proof types from machine posting of subsidiary ledgers.
- e. Paid or cancelled checks.
- f. Surety bonds, officers and employees (fidelity bonds).
- g. Fire investigation reports, fire training records.
- h. Water department daily log sheets.

(43) *To be retained for seven (7) years:*

- a. City property appraisals.
- b. Duplicate receipts for taxes, special assessments, licenses, permits and registrations and building permit applications.
- c. Bank deposit books and record stubs.
- d. Paid or cancelled expenditure vouchers.
- e. Records of formal bids and advertising for bids on contracts and purchases where such procedure is required.
- f. Redeemed bonds and interest coupons (certificate of their destruction must be kept).
- g. Bond and interest register (bond and interest ledger shall be kept permanently).
- h. Insurance policies and records relating to claims.
- i. Records of collateral pledged by depositories.
- j. Memoranda relating to physical inventories.
- k. Correspondence, special subjects.
- l. Petitions.
- m. Income tax withholdings.
- n. Employee folders, and accident reports.
- o. Fire monthly summary, uniform allowance records.
- p. Parks and recreation attendance reports.
- q. Tree removals.
- r. Maintenance reports, state highway department.
- s. Vouchers with attached invoices.
- t. Recreation season and senior citizen programs.

(54) *To be retained for three (3) years:*

- a. Requisitions.
- b. Purchase orders.
- c. Shipping notices and bills of lading.
- d. Records of material received.
- e. Register of requisitions.
- f. Time tickets.
- g. Assignments, attachments and garnishments.
- h. Bank deposit slips and detailed records of items deposited.
- i. Negative laboratory reports.
- j. Property transfer slips.
- k. Tax statements.
- l. Departmental transfers.
- m. Tree plantings.

| (65) *[Other records not listed.]* All other records not appearing in the above schedules will be reviewed by the city attorney's office for the proper period of retention, but in no event shall the retention period be less than a year.

- (b) The time given in this schedule shall be figured from the end of the period covered by the record unless the record is subject to audit. In those cases, the time shall be figured from the date of the completed audit.

Section 3. Effective Date.

This Ordinance takes effect in thirty (30) days.

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 10th, 2023

SUBJECT: Approve the sale of City owned property located at 109 Hollywood for \$11,000 .

Recommendation: Approve the sale of City owned property located at 109 Hollywood St, to Luis Tejada for \$11,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

Attachments: Purchase agreement, cost calculation and Real Estate Net sheet.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: January 10th, 2023

RECOMMENDATION: Approve the sale of City owned property located at 109 Hollywood Street for \$11,000.

SUMMARY

The City of Jackson owns real property located at 109 Hollywood. The structure was originally identified for development of transitional housing. The City decided to end the development of transitional housing after remediation had taken place. The property was placed on the MLS by Real Estate Agent Rich Cook. On 12-12- 2022 an offer of \$11,000 was submitted to purchase the property from Luis Tejada..

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, tax chargeback, personnel, maintenance, remediation, open receivables and real estate cost/fees, \$40,528.60. Sale price \$11,000. Net loss \$(29,528.60).

HISTORY, BACKGROUND and DISCUSSION

Property located at 109 Hollywood St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to rehabilitate the home for transitional housing. In an effort to make the structure free of lead the Building Division oversaw remediation and cleanup of the structure interior and exterior. ARPA funds were used to finance the project. After completion of the property development preparation the City ended the transitional housing project. 109 Hollywood St was then placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On December 12th, 2022 Real Estate Agent Chris Spicer of Five Star Real Estate assisted the buyers Luis Tejada with submitting an offer to purchase 109 Hollywood St from the City of Jackson for the amount of \$11,000.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet.

109 Hollywood

PIN# 8-207500000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)



Ready to List / Closing Date 12/12/2022

Sales Price \$	11,000.00
Est. Project Cost * \$	40,528.60
Net Sale \$	(29,528.60)

Contracts				Cost	Pd to Date	Remaining Balance
Johnny's Tree Services						
	Tree/Brush Clean-up			\$ -	\$ -	\$ -
Mohawk	Clean-up Services	Inv#2112	Pd 12.17.21	\$ 2,700.00	\$ 2,700.00	\$ -
ETC	Enviornmental Serv. (ARPA)	Inv#93944	Pd 12.16.21	\$ 550.00	\$ 550.00	\$ -
Red Cedar		Inv#3477	Pd 2.18.22	\$ 475.00	\$ 475.00	\$ -
Family First	Lead Abatement (ARPA)	Inv#22-0022	Pd 6.17.22	\$ 28,821.00	\$ 28,821.00	\$ -
Subtotal Contract Amount(s)				\$ 32,546.00	\$ 32,546.00	\$ -

Additional Project Cost				Cost	Pd to Date	Remaining Balance
Consumers - Acct				\$ -	\$ -	\$ -
Water >						
	Meter Replace	N/A		\$ -	\$ -	\$ -
	Billing #1	N/A		\$ -	\$ -	\$ -
Procurement Card				\$ 15.00	\$ 15.00	\$ -
Contingency				\$ 500.00	\$ -	\$ 500.00
Miscellaneous (ARPA)				\$ 155.58	\$ 155.58	\$ -
City Employee(s) Hrs.						
		Hrly Rate	# of Hrs.			
(ARPA @ 7 hrs)	Brian Taylor	\$ 67.52	10.00	\$ 675.20	\$ 675.20	\$ -
(ARPA @ 14 hrs)	Sven Harrison	\$ 50.40	16.00	\$ 806.40	\$ 806.40	\$ -
	Mark Fish	\$ 63.77	N/A	\$ -	\$ -	\$ -
	Kim Randell	\$ 50.05	N/A	\$ -	\$ -	\$ -
	Sindy Foster	\$ 41.65	1.00	\$ 41.65	\$ 41.65	\$ -
(ARPA @ 2 hrs)	Shannon Williams	\$ 47.96	3.00	\$ 143.88	\$ 143.88	\$ -
	Shane LaPorte	\$ 75.19	3.00	\$ 225.57	\$ 225.57	\$ -
County Tax Foreclosure / Chargeback Cost (Ward 3 - YR2019) Estimated				\$ 1,840.35	\$ 1,840.35	\$ -
Taxes				\$ -	\$ -	\$ -
Special Assessment				\$ -	\$ -	\$ -
Open Receivables				\$ 759.37	\$ -	\$ 759.37
Open Utility				\$ -	\$ -	\$ -
Open DPW Invoices/Misc Receivables				\$ -	\$ -	\$ -
Net Real Estate Fees				\$ 2,819.60	\$ -	\$ 2,819.60
Subtotal Additional Cost				\$ 7,982.60	\$ 3,903.63	\$ 4,078.97

	Cost	Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	\$ 40,528.60	\$ 36,449.63	\$ 4,078.97



REARDON REALTY

Property Address: 109 Hollywood Street

Date: 12/18/2022

Seller Name(s): _____

	Debit	Credit
Sale Price		<u>11000</u>
Brokerage Fee	<u>2000</u>	
Transfer Tax	<u>94.6</u>	
Tax Proration (Approximate)	<u>0</u>	
Title Insurance	<u>425</u>	
Home Warranty	_____	
Well & Septic	_____	
Transaction Fee	_____	
Pest Inspection	_____	
Wire Fees	_____	
Doc. Preparation (Deed)	<u>50</u>	
Seller's Concession	_____	
American Title close fee	<u>250</u>	_____
	_____	_____
	_____	_____
Subtotal	<u>2819.6</u>	<u>11000</u>
Net Credit/Debit	<u>8180.4</u>	
Less Mortgage Balance	_____	
Total Net To Sellers	8180.4	

*These figures are estimates only, and subject to change.

Seller

Seller

SALES CONTRACT

Property Address 109 Hollywood St, Jackson, MI 49202

Listing Office: ERA Reardon Realty, LLC
Office License #: _____
Phone: _____
Listing Agent: Rich Cook
Listing Agent License #: _____
Phone: (517)474-7424
Email: _____

Selling Office: Five Star Real Estate
Office License #: _____
Phone: (517)240-0638
Selling Agent: Chris SPICER
Selling Agent License #: _____
Phone: (517)240-0638
Email: cspicer78@gmail.com

Seller's Agent Dual Agent Transaction Coord. Seller's Agent Buyer's Agent Dual Agent Transaction Coord.

1. **THIS** offer made 12/12/2022 between (Buyer) Luis Tejada
specify marital/legal status: A.M.M. Address 27585 E M 60
and Seller City of Jackson

2. **FOR** the purchase of the property commonly known as 109 Hollywood St
City Jackson Zip 49202 or described as 8-207500000
located in the City of Jackson, County of Jackson, State of Michigan; subject to
all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and
land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances,
landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.

Exceptions Additions: _____

3. **PURCHASE PRICE** Eleven Thousand Dollars \$ 11,000

4. **PERSONAL PROPERTY** - The sale price includes items of personal property as follows: _____

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

CASH: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

NEW MORTGAGE: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a _____ type mortgage for no less than _____ years, with a minimum down payment of _____ % of the purchase price at no more than _____ % interest per annum. Buyer will supply to Seller a pre-approval letter within _____ calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within _____ days of the date of this acceptance.

LAND CONTRACT: \$ _____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of \$ _____ or more. Interest at _____ % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment will will not include taxes and insurance in the monthly payment. Said Contract will will not have a due on sale clause. **BUYER** does does not request a land contract memo at the Buyer's expense. Additional terms _____

6. **SELLER CONCESSIONS:** NO Seller Concessions Seller Concessions: Seller to pay \$ _____ or _____ % of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.

7. **HOME SALE CONTINGENCY** This contract is contingent upon: NONE

SALE AND CLOSE OF _____ CLOSE OF: _____
ADDRESS _____

8. **EARNEST MONEY** Buyer herewith deposits \$ 1,000.00 in the form of Check as earnest money to be held by American Title as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.



Buyer initials



Buyer initials

Seller initials

Seller initials

rev. 06/22

RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Property Address 109 Hollywood Street, Jackson, MI 49202

The disclosure requirements listed below are imposed on sellers of residential housing built **prior to 1978**.

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. *A Lead-Based Paint Seller's Disclosure Form* for providing such information is available from your REALTOR. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.
 - a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
 - i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
 - ii. The location of the lead-based paint and/or lead-based paint hazards; and
 - iii. The condition of the painted surfaces.
 - b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.
 - c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
 - d. The disclosure must include the following government-mandated *Lead Warning Statement*:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Sellers must provide purchasers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. Again, a copy of this pamphlet is available from your REALTOR.
3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before purchasers become obligated under the purchase agreement.

The undersigned hereby acknowledge that the REALTOR named below has reviewed the contents of the *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* with me and provided me with a copy.

Seller(s)



Date: 10/24/22

REALTOR

Richard Cook

dotloop verified
 10/22/22 1:09 PM EDT
 NEIF-EGVO-ZDRV-RG6P

Date: _____



LEAD-BASED PAINT SELLER'S/LANDLORD'S DISCLOSURE FORM

Lead Warning Statement **Property Address:** 109 Hollywood Street, Jackson, MI 49202

Every purchaser/Tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's/Landlord's Disclosure (initial)

JS

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

JS

(b) Records and reports available to the seller/landlord (check one below):

Seller/Landlord has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller/Landlord certifies that to the best of his/her knowledge, the Seller's/Landlord's statements above are true and accurate.

Date: 10/24/22  (seller/landlord)
Date: _____ (seller/landlord)

II. Agent's Acknowledgment (initial)

RC

Agent has informed the seller/landlord of the seller's obligation under 42 U.X.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____ Agent: Richard Cook dotloop verified 10/22/22 1:09 PM EDT BNT0.VVAF.090D.P5RQ

III. Purchaser's/Tenant's Acknowledgment (initial)

(a) Purchaser/Tenant has received copies of all information listed above.

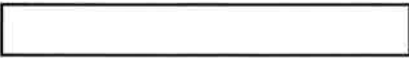
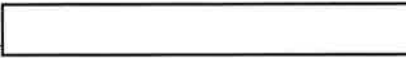
(b) Purchaser/Tenant has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

(c) Purchaser/Tenant has (check one below):

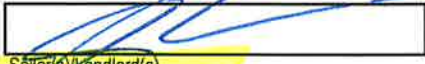
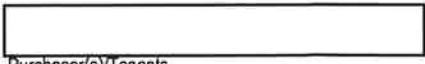
Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser/Tenant certifies to the best of his/her knowledge, the Purchaser's/Tenant's statements above are true and accurate.

Date: _____ Purchaser(s)/Tenant(s)  

-OR- Seller/Landlord represents and warrants that the listed property was built in 1978 or later, and that, therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)/Landlord(s) Purchaser(s)/Tenant(s)
Date: 10/24/22  Date: _____ 
Seller(s)/Landlord(s) Purchaser(s)/Tenants
Date: _____ Date: _____
Seller(s)/Landlord(s) Purchaser(s)/Tenants

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.



Seller's Disclosure Statement

Property address: 109 Hollywood Street, Jackson, MI 49202

MICHIGAN

Street

City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water softener/conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace:** Has there been evidence of water? yes no
If yes, please explain: _____
- Insulation:** Describe if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no
- Roof:** Leaks? yes no
Approximate age if known: _____
- Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? yes no
If yes, date of last report/results: _____
- Septic tanks/drain fields:** Condition if known: _____
- Heating system:** Type/approximate age: _____

BUYERS INITIALS
SELLERS INITIALS

JG	

Property address: 109 Hollywood Street, Jackson, MI 49202

MICHIGAN

Street

City, Village, or Township

7. Plumbing system: Type: copper galvanized other

Any known problems? _____

8. Electrical system: Any known problems? _____

9. History of infestation, if any: (termites, carpenter ants, etc.) _____

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

unknown yes no

If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property? unknown yes no

12. Mineral Rights: Do you own the mineral rights? unknown yes no

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no

2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no

3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? unknown yes no

4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown yes no

5. Settling, flooding, drainage, structural, or grading problems? unknown yes no

6. Major damage to the property from fire, wind, floods, or landslides? unknown yes no

7. Any underground storage tanks? unknown yes no

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? unknown yes no

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no

10. Any outstanding municipal assessments or fees? unknown yes no

11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: seller has no knowledge of the property

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since never _____ (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28,732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller

[Handwritten signature in a box]

Date

12/24/22

Seller

Date

Buyer has read and acknowledges receipt of this statement.

Buyer [Signature box]
Buyer [Signature box]

Date

Time

Date

Time

Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of for warranties made in connection with the form.



Listing Contract

Date: 10/22/2022

1. To **ERA Reardon Realty (Broker)**. In consideration of Broker's agreement to use Brokers efforts to find a purchaser, negotiate with prospective purchasers, arrange for closing documents, statements and attend to closing details. Seller hereby grants to Broker the exclusive right to sell from this date to 02/28/2023, 11:00PM (Expiration Date).
2. Legal Description/ Tax ID: _____ the property commonly known as
109 Hollywood Street (City) Jackson, MI 49202 (Zip).
3. It is understood that Broker will will not distribute the listing information through the Jackson Multiple Listing Service ("JMLS"), a wholly-owned subsidiary of the Jackson Area Association of REALTORS® ("JAAR"), and the MLS of Jackson association of REALTORS®.
4. All buildings, fixtures, improvements, built-in appliances, carpeting, window treatments and landscaping are included in the purchase price. Seller agrees to maintain the property in the normal operating condition and all appliances and fixtures shall be in working order on possession date. Seller is responsible for the accuracy of all facts disclosed in this listing contract and Seller has disclosed all known defects of subject property in this contract, Seller's Disclosure Statement signed concurrently or hereafter, intending that the Broker rely thereon. Seller shall indemnify Broker for all costs, attorney fees and damages suffered by the Broker as a result of omissions or inaccurate representations made by the Seller arising out of this contract or sale.
5. EXCEPTIONS TO ITEM 4: _____
6. COMMISSIONS PAYABLE FOR THE SALE/LEASE, EXCHANGE OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY ASSOCIATION/BOARD OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND SELLER.
7. If anyone produces anyone ready, willing and able to buy property at the listed price of \$10000, and terms of Cash/Mortgage or any other price or terms accepted by Seller, Seller agrees to pay commission of _____ % of the purchase price, but not less than \$2000 at close. A trade or exchange accepted by Seller shall also entitle Broker to a commission. If anyone, who learned of the property because of the Broker's or sub-agents efforts during the listed term, contracts to buy the property from Seller within **6 months** after the expiration of the listing, Seller shall pay the commission to this Broker at close of sale unless the property is listed with another Broker. Broker is authorized to receive compensation from both parties to the transaction with written notification to all parties.
8. PARTICIPATION IN JMLS, Internet and E - Commerce: Seller authorizes Broker to offer the property for sale through JMLS, all REALTOR® sponsored websites, social media outlets, online add publications and other mediums of electronic communication. Seller will not market the home for sale outside of the consent of the Listing Agent.
9. Seller authorizes Broker to divulge the existence of offer(s) on property to buyers or cooperating Brokers.
10. Seller authorizes Broker to offer cooperation in JMLS, as indicated below by initials as follows:
 - A. Offer Sub-Agency and offer a portion of the total commission for acting as a sub- agent. Said portion of the agreed upon commission to be _____ % of the sale price or \$1000
 - B. Offer a portion of the total commission due as compensation for producing an acceptable offer to purchase while acting as a buyer's agent. Said portion of the agreed upon commission to be not more than _____ % of the sale price or \$1000
 - C. Offer a portion of the total commission due as compensation for producing an acceptable offer to purchase while acting as a transaction coordinator. Said portion of the agreed upon commission to be not more than _____ % of the sale price or \$ 1000

Seller Initials JG /
11. THIS CONTRACT CAN BE CANCELLED ONLY BY MUTUAL CONSENT OF THE PARTIES.
12. Seller represents that title to said property is good marketable record title and Seller will execute and Deliver a Warranty Deed, Land Contract or other instruments of assignment or conveyance as shall be required. Seller will furnish an owner's title insurance policy with standard exceptions in the amount of the sale price and will pay all county/state transfer tax, per a purchase agreement.

13. AS REQUIRED BY LAW, BROKER AND SELLER OR LESSOR AGREE THAT DISCRIMINATION BECAUSE OF RACE, CREED, RELIGION, COLOR, AGE, MARITAL STATUS, SEX, HEIGHT, WEIGHT, PHYSICAL OR MENTAL HANDICAP, OR NATIONAL ORIGIN BY SAID PARTIES IN RESPECT TO SALE OR LEASE OF THE SUBJECT PROPERTY IS PROHIBITED.

14. I (we) am (are) am (are) not citizen(s) of the United States. Other _____

15. If a sale is not consummated because of Seller's refusal to perform, then the full commission shall be due and payable upon such refusal. If earnest money paid under any accepted offer is forfeited for non-performance by the purchaser, one-half (1/2) of such remaining sum, after deduction of the Broker's reasonable expenses, but not more than the commission specified herein, may be retained by the Broker for such services rendered and the remainder paid to Seller.

16. Broker may may not place a "For Sale" sign on said property and remove all other "For Sale" signs. Broker will have access to the buildings on the property for the purpose of showing at reasonable hours with notice to the seller as requested. Seller shall indemnify and hold harmless Broker, Broker's Agents, and sub-agents of the Broker from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising from Seller's property pursuant to this listing.

17. Seller represents that no audio recording devices are in use or will be used at any time during the term of the listing contract.

18. Seller agrees to refer to the listing Broker all inquiries received concerning said property during the period of this listing.

19. Possession will be given to Purchaser as negotiated between Buyer(s) and Seller(s) per a purchase agreement.

20. If Seller fails to provide Purchaser with a Seller's signed Disclosure Statement, before a binding purchase agreement is executed pursuant to the Michigan Seller's Disclosure Act, it may enable the Purchaser to terminate an otherwise binding purchase agreement, but will not release Seller from the obligation to pay the agreed upon commission.

21. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT, THE LISTING INPUT SHEET, AND AN AGENCY DISCLOSURE FORM, WHICH CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ARE BINDING ON SUCCESSORS, ASSIGNS, PERSONAL REPRESENTATIVES AND HEIRS OF THE PARTIES.

22. Seller agrees to pay ERA Reardon Realty a Transaction Fee of \$250.00 at the close of the sale of listed property.

23. _____

23. Seller does does not authorize a key box to be placed on the property for access by members of area multiple listing services. Seller acknowledges that the key box will contain key(s) to the property. Seller releases Broker, Broker's Agent, JAAR and JMLS from any and all liability which may result from unauthorized access to the key box.

24. The parties agree that this Listing Agreement may be delivered by use of a fax and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. The parties further agree that this Listing Agreement may be subsequently amended or modified by delivery of such modification or amendment by electronic mail and electronic acknowledgement of receipt of the electronic mail by the other party. Neither party shall assert the Statute of Frauds or invalidity of this Agreement or any amendment or modification of the Agreement because of fax copies or electronic mail being used; both parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed Listing Agreement to the other upon request.

Print and sign full legal name of the Seller below.

Richard Cook
dotloop verified
10/22/22 1:07 PM EDT
ZH GK-SIBO-NEBX-VGGW

SALESPERSON

BROKER'S ACCEPTANCE

[Handwritten Signature]

SELLERS SIGNATURE

SELLERS SIGNATURE

SOC. SEC. NO _____

SOC. SEC. NO _____

910 N West Ave, Jackson, MI 49202

ADDRESS OF BROKER

517-782-2996

PHONE

161 W. Michigan ave. Jackson MI. 49201

SELLERS MAILING ADDRESS

SELLER PHONE _____

SALES CONTRACT

Property Address 109 Hollywood St, Jackson, MI 49202

9. FORM of Conveyance:

- A. Seller shall pay for, convey and transfer, by Warranty Deed or Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
- B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make _____ (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

10. CLOSE OF SALE: Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before December 30, 2022.

11. PRORATIONS: Rent and association fees, if any, are to be prorated as of the date of closing.

Seller will escrow the sum of \$ _____ for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

12. POSSESSION: Seller will maintain the property in it's present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: Immediate Possession at Time of Closing
 At _____ a.m. p.m. on the _____ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$ _____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.

Exceptions: _____

13. TAXES are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. If the current PRE is 0% and buyer's taxes will be adjusted based on 100% PRE in the same CALENDAR year as close, then taxes will be prorated based on 100%. EXCEPT, if taxes are unallocated as to the parcel being sold, Allocation to be determined prior to close. Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

14. ASSESSMENTS: Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the _____. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.

15. ACKNOWLEDGEMENT OF DISCLOSURES:

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the Lead-based Paint Sellers Disclosure Form completed by the Seller on 10/24/2022, the terms of which shall be part of this contract.

Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this contract shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

Buyer acknowledges that a Seller's Disclosure statement dated 10/24/2022 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

16. HOME WARRANTY

Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. Buyer waives Home Warranty.



Buyer initials

LM

Buyer initials

Seller initials

Seller initials

rev. 06/22

Property Address 109 Hollywood St, Jackson, MI 49202

17. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract. The inspection(s) do not create a list of repairs for the Seller to correct. The negotiated price fairly reflects the present "AS-IS" condition of the property.

- This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the sales contract that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept, negotiate, or refuse to accept the proposed revisions in writing. Seller's failure to respond within the 5 day period constitutes a rejection of the proposed revision. If Seller agrees to the revision, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed revisions, Buyer may either withdraw its objections and proceed to closing or terminate the contract and have the earnest money deposit returned to Buyer. Buyer's failure to respond in writing to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this contract.
- Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

18. **WELL AND SEPTIC INSPECTIONS - CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:**

- Connected to community water** **Connected to community sewer**
- Buyer** **Seller** to furnish a written report stating that the water is potable.
 by a certified inspector.
- Buyer** **Seller** to furnish a written report that the well system is in good working order.
 by a certified inspector.
- Buyer** **Seller** to furnish a written report stating that the septic system is in good working order.
 by a certified inspector.
- Buyer waives water/well/septic inspection.**

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

19. **WOOD DESTROYING INSECT INSPECTION:** Buyer Seller **Buyer waives wood destroying insect inspection** - shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.

20. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

- Mortgage Report** - Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's lender only if required by lender. This report shall identify any buildings and improvements on the property as described with no boundary lines established.
- Property Improvement Report** - Buyer shall furnish at Buyer's expense a current property improvement report certified to the Buyer. This report shall identify any buildings and improvements on the property as described with no boundary lines established. (This document can be utilized in situations where the lender does not require a mortgage certificate.)
- Boundary (Stake) Survey** - Buyer Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.
- Buyer waives stake survey, mortgage report and property improvement report.

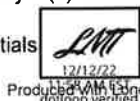
21. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.

22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.



Buyer initials LM Buyer initials _____ Seller initials _____ Seller initials _____

rev. 06/22



SALES CONTRACT

Property Address 109 Hollywood St, Jackson, MI 49202

23. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This contract is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer _____ Seller _____

24. **OTHER PROVISIONS:** _____

25. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

26. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

27. Buyer gives the Seller until 4 AM PM 12/15/2022, for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

Luis Tejada
dotloop verified
12/1 2/22 11:58 AM EST
EPVM-E7CM-HUXG-SM6U

BUYER

BUYER

Luis Tejada

Print Buyer's Legal Name

Print Buyer's Legal Name

28. **Seller's Response:**

ACCEPT REJECT EXCEPT AS FOLLOWS

AM PM
sold via quit claim deed. Buyer understands home must be renovated to MRC code. All permits are required. Close on or before 1-24-23

and Seller gives the Buyer until _____ AM PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER

SELLER

SELLER MARITAL STATUS

City of Jackson

29. **Buyer's Receipt and Acceptance of Changes:** _____ AM PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance was subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

ACCEPT/ACKNOWLEDGEMENT REJECT EXCEPT: SEE ADDENDUM: _____

BUYER

BUYER

Luis Tejada

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS®. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS® is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.



RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Property Address 109 Hollywood Street, Jackson, MI 49202

The disclosure requirements listed below are imposed on sellers of residential housing built **prior to 1978**.

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. A *Lead-Based Paint Seller's Disclosure Form* for providing such information is available from your REALTOR. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.
 - a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
 - i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
 - ii. The location of the lead-based paint and/or lead-based paint hazards; and
 - iii. The condition of the painted surfaces.
 - b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.
 - c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
 - d. The disclosure must include the following government-mandated *Lead Warning Statement*:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Sellers must provide purchasers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. Again, a copy of this pamphlet is available from your REALTOR.
3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before purchasers become obligated under the purchase agreement.

The undersigned hereby acknowledge that the REALTOR named below has reviewed the contents of the *Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act* with me and provided me with a copy.

Seller(s)



Date: 10/24/22

REALTOR

Richard Cook

dotloop verified
 10/22/22 1:09 PM EDT
 NEF FGYO-ZDRV-RG6P

Date: _____



LEAD-BASED PAINT SELLER'S/LANDLORD'S DISCLOSURE FORM

Lead Warning Statement **Property Address:** 109 Hollywood Street, Jackson, MI 49202

Every purchaser/Tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's/Landlord's Disclosure (initial)

JS

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

JS

(b) Records and reports available to the seller/landlord (check one below):

Seller/Landlord has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller/Landlord certifies that to the best of his/her knowledge, the Seller's/Landlord's statements above are true and accurate.

Date: 10/24/22

Seller/landlord)

Date: _____

Seller/landlord)

II. Agent's Acknowledgment (initial)

RC

Agent has informed the seller/landlord of the seller's obligation under 42 U.X.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____

Agent: Richard Cook

dotloop verified
10/22/22 1:49 PM EDT
BNT0-WAF-090D-P5RQ

III. Purchaser's/Tenant's Acknowledgment (initial)

LMT

(a) Purchaser/Tenant has received copies of all information listed above.

LMT

(b) Purchaser/Tenant has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

LMT

(c) Purchaser/Tenant has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser/Tenant certifies to the best of his/her knowledge, the Purchaser's/Tenant's statements above are true and accurate.

Date: _____

Purchaser(s)/Tenant(s) Luis Tejada

dotloop verified
12/12/22 11:58 AM EST
CGT0-11J-MDJ9-IR17

-OR- Seller/Landlord represents and warrants that the listed property was built in 1978 or later, and that, therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)/Landlord(s)

Purchaser(s)/Tenant(s)

Date: 10/24/22

Seller(s)/Landlord(s)

Date: _____

Purchaser(s)/Tenants

Date: _____

Seller(s)/Landlord(s)

Date: _____

Purchaser(s)/Tenants

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.



Seller's Disclosure Statement

Property address: 109 Hollywood Street, Jackson, MI 49202
Street

MICHIGAN
City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water softener/ conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace:** Has there been evidence of water? yes no
If yes, please explain: _____
- Insulation:** Describe if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no
- Roof:** Leaks? yes no
Approximate age if known: _____
- Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? yes no
If yes, date of last report/results: _____
- Septic tanks/drain fields:** Condition if known: _____

6. **Heating system:** Type/approx _____

BUYERS INITIALS LMT

SELLERS INITIALS JG

12/12/22
11:58 AM EST
dotloop verified

Property address: 109 Hollywood Street, Jackson, MI 49202

MICHIGAN

Street

City, Village, or Township

7. Plumbing system: Type: copper galvanized other

Any known problems? _____

8. Electrical system: Any known problems? _____

9. History of infestation, if any: (termites, carpenter ants, etc.) _____

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

unknown yes no

If yes, please explain: _____

11. Flood insurance: Do you have flood insurance on the property? unknown yes no

12. Mineral Rights: Do you own the mineral rights? unknown yes no

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? unknown yes no
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown yes no
5. Settling, flooding, drainage, structural, or grading problems? unknown yes no
6. Major damage to the property from fire, wind, floods, or landslides? unknown yes no
7. Any underground storage tanks? unknown yes no
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? unknown yes no
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no
10. Any outstanding municipal assessments or fees? unknown yes no
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: seller has no knowledge of the property

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since never (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller

[Signature]

Date

12/24/22

Seller

Date

Buyer has read and acknowledges receipt of this statement.

Buyer

[Signature: Luis Tejada] dotloop verified 12/12/22 11:58 AM EST JUVI-SFLM-KQFE-ZUVJ

Date

Time

Buyer

Date

Time

Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of for warranties made in connection with the form.

MEMO TO: Mayor Mahoney, City Manager Greene, and City Council
FROM: Chris Atkin, Planning Director and Zoning Administrator
DATE: January 5, 2023
SUBJECT: Amendments to Chapter 28 of the City of Jackson zoning ordinance

At a regularly scheduled meeting held by the City of Jackson Planning Commission on January 4, 2023 new language for Section 28-5, Section 28-100, Section 28-130, and Section 28-253 of the zoning ordinance was presented.

Commissioner Greene moved to recommend approval of the amendments to Section 28-5, Section 28-100, Section 28-130, and Section 28-253 of the zoning ordinance to City Council. Support from Commissioner Schlecte. Yeas: Mauldin, Wood, Greene, Saucedo, Johnson, Schlecte, and Poole. Nays: None. Absent: Mahoney.

Below are itemized recommendations and summaries of the proposed amendments.

Section 28-5. – Definitions.

RECOMMENDATION: Consideration to amend as presented.

Amend the definition of *Structure* by removing “to include, but not be limited to driveways, parking lots, in-ground and above-ground swimming pools, and similar recreational facilities.”

Section 28-100. – Off-street parking, loading, and access design standards.

RECOMMENDATION: Consideration to amend Section 28-100(g)(4)c. as presented.

Proposed amendments are to maintain consistency with proposed amendment to Section 28-130.

Section 28-130. – Nonconforming lots, buildings, signs, structures, and uses of buildings, structures and land.

RECOMMENDATION: Consideration to rescind and repeal in its entirety current zoning ordinance contained within *Section 28-130 - Nonconforming lots, buildings, signs, structures, and uses of buildings, structures and land.*

Consideration to replace and adopt revised language to be referred to hereafter as *Section 28-130 - Nonconforming lots, buildings, signs, structures, and uses of buildings, structures and land.*

The purpose, and high points, of the complete revision is to lessen the onus of site and building improvements in certain situations; furthermore, the time period for abandonment of a site, building/structure, or property in a residential or commercial zoning district will be extended to twelve (12) consecutive months. The twelve (12) consecutive month time period for abandonment of a site, building/structure, or property in an industrial zoning district remains unchanged.

Section 28-253. – Signs subject to permit or other approvals.

RECOMMENDATION: Consideration to amend as presented.

Proposed amendments to Section 28-235(f) adding C-4. Due to the fact this zoning district is mentioned in other area of this subsection, staff believes it was an oversight during a previous amendment.

Proposed addition of new Section 28-235(m) is to permit small projecting LED wall signs in the C-3, Central Commercial zoning district. The Executive Director of the Downtown Development Authority (DDA) presented this idea to the DDA Board, favorable comments were received.

ARTICLE I. IN GENERAL
SECTION 28-5. - DEFINITIONS

December 27, 2022 v3

ARTICLE I. IN GENERAL

(REDLINE)

Sec. 28-5. – Definitions.

Structure means anything constructed or erected, the use of which requires permanent location on the ground, or attachment to something having a permanent location on the ground, ~~to include, but not be limited to driveways, parking lots, in-ground and above-ground swimming pools, and similar recreational facilities.~~

(CLEAN)

Sec. 28-5. – Definitions.

Structure means anything constructed or erected, the use of which requires permanent location on the ground, or attachment to something having a permanent location on the ground.

DRAFT

ARTICLE IV. SITE AND BUILDING DESIGN STANDARDS
SECTION 28-100. – OFF-STREET PARKING, LOADING, AND ACCESS DESIGN STANDARDS

December 27, 2022 v3

ARTICLE IV. SITE AND BUILDING DESIGN STANDARDS

(REDLINE)

Sec. 28-100. – Off-street parking, loading, and access design standards.

(g) *Off-street parking space layout standards, construction and maintenance.*

(1) *Curbs.*

c. *Existing commercial and industrial use.* If the ~~use of~~ property ~~has been~~ is determined to be vacant, abandoned or discontinued for a period of ~~nine (9)~~ twelve (12) consecutive months or more, or, if the damage, repair, alteration or improvement costs to the building or structure meets or exceeds one hundred (100) percent of the taxable value, or any expansion, reduction, resurfacing, replacement, or reconstruction of greater than or equal to twenty-five (25) percent of the existing designated off-street parking area then;

1. *Corner lots:* Curbing shall be required in all addressed and non-addressed front yards and designated side yards.
2. *Interior lots:* Curbing shall be required for all parking areas located in the designated front yard and along public rights-of-way. At the discretion of the zoning administrator (or designee) curbing may be required for parking areas located in the designated side yard and rear yard based on the abutting or adjoining property use or condition.
3. *All lots:* All interior islands and access aisles shall be curbed.

(CLEAN)

Sec. 28-100. – Off-street parking, loading, and access design standards.

(h) *Off-street parking space layout standards, construction and maintenance.*

(2) *Curbs.*

d. *Existing commercial and industrial use.* If the property is determined to be abandoned or discontinued for a period of twelve (12) consecutive months or more, or, if the damage, repair, alteration or improvement costs to the building or structure meets or exceeds one hundred (100) percent of the taxable value, or any expansion, reduction, resurfacing, replacement, or reconstruction of greater than or equal to twenty-five (25) percent of the existing designated off-street parking area then;

4. *Corner lots:* Curbing shall be required in all addressed and non-addressed front yards and designated side yards.
5. *Interior lots:* Curbing shall be required for all parking areas located in the designated front yard and along public rights-of-way. At the discretion of the zoning administrator (or designee) curbing may be required for parking areas located in the designated side yard and rear yard based on the abutting or adjoining property use or condition.
6. *All lots:* All interior islands and access aisles shall be curbed.

ARTICLE V. DEVELOPMENT APPROVAL PROCEDURES
SECTION 28-130. – NONCONFORMING LOTS, BUILDINGS, SIGNS, STRUCTURES,
AND USES OF BUILDINGS, STRUCTURES AND LAND.

December 27, 2022 v3

ARTICLE V. DEVELOPMENT APPROVAL PROCEDURES

Sec. 28-130. - Nonconforming lots, buildings, signs, structures, and uses of buildings, structures and land.

(a) *Purpose and Intent.*

- (1) *Nonconformities Permitted.* It is recognized that there exists within zoning districts, established by this Chapter, certain lots, buildings, structures, site improvements, and uses which were lawful before this Chapter was passed or amended, which would be prohibited, regulated, or restricted under the terms of this Chapter. It is the intent of this Chapter to permit these nonconforming lots, buildings, structures, and uses to continue until they are altered, abandoned, removed, or brought into conformance, but not to encourage their continued use or survival.
- (2) *Site Improvements.* Encourage gradual upgrading to a more conforming status of site and parking lot landscaping, parking (quantity and surface materials), paving/curbing, signage or other features of a site which were developed in compliance with the standards at the time of their construction, but which do not meet the current site plan or other standards of this Chapter and its amendments.
- (3) *No Expansion of Nonconformities.* Nonconforming lots, buildings, structures, and uses are hereby declared to be incompatible with the zoning districts in which they are located. It is the intent of this Chapter that these nonconformities shall not be enlarged upon, expanded, or extended, nor be used as grounds for adding other buildings, structures or uses prohibited elsewhere in the zoning district, except as may be provided for in this Chapter.
- (4) *Construction Prior to Effective Date of this Chapter.* Nothing in this Chapter shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of this Chapter, or an amendment thereto, and upon which actual building construction has been diligently conducted.
- (5) *Acquisition of Nonconformities.* The City may acquire, through purchase or condemnation, private nonconforming lots, buildings, structures, and uses. The City Council may take actions related to acquisition in the manner provided for by law.
- (6) If a nonconformity existing prior to the effective date on this Chapter becomes conforming because of the adoption of this Chapter, or any subsequent amendment, then it shall no longer have a nonconforming status. A condition that was not a nonconformity prior to the effective date of this Chapter does not achieve any nonconforming status under this Chapter by repeal of the previous Chapter.

(b) *Replacement with a conforming use.* If a nonconforming use of a building or structure, or land is replaced with a permitted use for the district, all buildings or structures, land, and site design shall thereafter conform to the standard, regulations, and requirements of this Chapter for the district in which such buildings or structures, land, and site is located. The nonconforming use shall not thereafter be resumed.

(c) *Nonconforming Lot of Record.*

(1) *Use Permitted.*

- a. A nonconforming lot may be used for any use permitted in the zoning district, subject to any approvals required by this Chapter, provided that all placement, height and other applicable regulations related to the building are met, except as noted below in Subsection b.

-
- b. A side yard requirement for a building or structure on a nonconforming lot may be reduced by the same percentage the area of the lot bears to the zoning district requirements. For example, a lot that is twenty (20) percent less than the minimum lot area may reduce the required side yard by twenty (20) percent, provided that no side yard shall be less than five (5) feet.
- (2) *Contiguous Nonconforming Lots in Common Ownership.*
- a. Any two (2) or more nonconforming lots of record or combination of lots and portions of lots of record, existing prior to the effective date of this Chapter, or an amendment thereto, shall be considered to be an undivided parcel for the purposes of this Chapter if they:
 - 1. Are in common ownership; and
 - 2. Have continuous frontage; and
 - 3. Individually do not meet the lot width or lot area requirements of this Chapter.
 - b. Parcels meeting these requirements shall be combined into a lot or lots complying as nearly as possible with the lot width and lot size requirements of this Chapter. No portion of that parcel shall be used or divided in a manner that further diminishes compliance with lot width and area requirements of this Chapter.
- (d) *Nonconforming Buildings or Structures.*
- (1) *Continuation.* Where a lawful structure exists at the effective date of adoption or amendment of this Chapter, but could not be built under the terms of this Chapter by reason of restrictions on area, lot coverage, height, yards, or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful
 - (2) *Extensions or Expansion.* No such building or structure may be enlarged or altered in a way that increases its nonconformity without the granting of a variance from the Zoning Board of Appeals (see Section 28-238 of this Chapter). Such buildings or structures may be enlarged or altered in a way that does not increase its nonconformity.
 - (3) *Expansion of a nonconforming residential building.* A nonconforming residential building may be expanded into a required yard in a manner that does not comply with the setback standards with approval from the zoning administrator or chief building official, provided it is also in accordance with the following standards:
 - a. The expansion does not extend closer to the lot line than any existing, nonconforming part of the structure;
 - b. The expansion does not create a new nonconformity on the lot or an adjacent lot.
 - c. The addition may be constructed up to the front or rear block building line (see Section 28-5 of this Chapter for the definition of "block building line, front or rear") when more than fifty (50) percent of the principal structures on one (1) side of the street in any one (1) block do not meet the required front or rear yard setbacks.
 - d. The addition may be constructed into the required side yard providing it remains in compliance with Section 28-81, side yard exceptions in R districts.
 - e. The addition retains compliance with all other setback, lot coverage, and height requirements;
 - f. The addition will meet all minimum building code requirements;
 - g. The resultant addition, in terms of dimensions and design, would be compatible with the established character of the neighborhood;
 - h. The design of the addition must be compatible with the existing structure and not detract from the appearance of the site;
-

- i. The expansion of a residential building with a nonconforming yard, not meeting the requirements above, is prohibited unless a variance is granted by the Zoning Board of Appeals (see Section 28-238 of this Chapter).
 - (4) *Alteration or Modification.* Should such building or structure be altered or modified so as to eliminate, remove or lessen any or all of its nonconforming characteristics, then such nonconforming characteristics cannot be later reestablished or increased.
 - (5) *Moving a nonconforming structure.* Should such building or structure be moved for any reason for any distance, it must thereafter conform to the regulations for the district in which it is located after it is moved. This does not affect the right to replace, restore, or reconstruct an accessory structure provided it meets all of the other requirements of this Chapter [see Subsection 28-120(2)(b)].
- (e) *Nonconforming Use of Buildings or Structures.*
- (1) *Extension within a Building.* Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for that use at the time of adoption or amendment of this Chapter and would have been permitted by right, but the use shall not be extended to occupy any land outside the building.
 - (2) *Reduction in Nonconforming Use.* If any part of a nonconforming use is moved or reduced in size by action of the owner, the part of the nonconforming use that is moved or reduced in size shall be considered to be abandoned and any subsequent use shall conform to the requirements of this Chapter.
 - (3) *Abandonment.*
 - a. If a nonconforming use of a building or structure is abandoned or discontinued for any reason for a period greater than twelve (12) consecutive months, any subsequent use of the building or structure shall conform to the requirements of this Chapter.
 - b. A nonconforming use of a building or structure shall be determined to be abandoned or discontinued if the City is in receipt of a written declaration by the property owner that the nonconforming use of the building or structure will not be continued, or if two (2) or more of the following conditions exist that demonstrate intent on the part of the property owner to abandon or discontinue the nonconforming use of the building or structure:
 - 1. Foreclosure;
 - 2. One (1) or more utility meters, such as water, gas, or electricity to the property, have been removed, disconnected, or shut-off;
 - 3. The property, buildings and/or grounds are unsafe or unsanitary, as described in Chapter 14 Housing or Chapter 17 Nuisances;
 - 4. Cessation of the nonconforming use or business operations during the abandonment or discontinuance period;
 - 5. Removal of signs or other indications of the existence of the nonconforming use;
 - 6. Removal of equipment or fixtures necessary for the operation of the nonconforming use;
 - 7. Failure to maintain current licenses, certificates, permits, registrations or other appropriate documentation; or
 - 8. Other actions which constitute an intention by the property owner or lessee to abandon or discontinue the nonconforming use.
 - c. *Exceptions.*
 - 1. Abandonment will not be considered only when a property owner can provide documentation demonstrating a good faith effort to actively sell or lease the premises for a use less intense

by function or operation than the previous nonconforming use. This exception shall not apply to discontinued nonconforming uses except as otherwise specifically set forth in this section.

- (4) *Change to Other Nonconforming Use of Buildings or Structures.* Prior to a determination of abandonment or discontinuance, a nonconforming use shall only be changed to another nonconforming use provided the Zoning Board of Appeals makes all of the following determinations.
- a. The proposed use is equally compatible, or more compatible, with the surrounding neighborhood, and that the use is equal to or more conforming to the uses allowed in the zoning district than the previous nonconforming use.
 - b. The proposed nonconforming use is not enlarged or increased, nor extended to occupy a greater area of land than the previous nonconforming use, except as may otherwise be permitted by the Zoning Board of Appeals.
 - c. That buildings and area encompassing the expansion of the nonconforming use complies with all parking, landscaping, or other site development regulations applicable to the area affected by the proposed enlargement, increase or extension of use area as required by this Chapter.
- (f) *Nonconforming Uses of Land.* The lawful use of any land not involving a building or structure, existing and lawful on the effective date of this Chapter or amendment thereto, may be continued even though such use does not conform to the provisions of this Chapter or amendments, subject to the following provisions:
- (1) *Enlargement or Increase.*
 - a. No nonconforming use of land not involving a building or structure shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied when the use became nonconforming, except as may be permitted by the Zoning of Board Appeals.
 - b. In determining if the proposed enlargement, increase, or greater area shall be permitted, the Zoning of Board Appeals shall find that if approved, the use shall:
 1. The use has not lost its nonconforming status due to abandonment;
 2. Not have a substantial detrimental effect on the use and enjoyment of adjacent uses or lots;
 3. Comply with all parking, sign, or other applicable regulations for accessory uses for the area affected by the proposed enlargement, increase, or greater area;
 4. Not occupy an area larger than twenty-five (25) percent of the original nonconforming area.
 - c. The Zoning Board of Appeals may impose reasonable conditions that are necessary to ensure that the proposed enlargement, increase, or greater area shall not prove detrimental to adjacent properties, the neighborhood, or the community.
 - (2) *Relocations.* No such nonconforming use can be moved to any other portion of the lot occupied by such use on the effective date of this Chapter, or amendments thereto.
 - (3) *Abandonment.*
 - a. If a nonconforming use of land not involving a building or structure is abandoned or discontinued for any reason for a period greater than twelve (12) consecutive months, any subsequent use of the land not involving a building or structure shall conform to the requirements of this Chapter.
 - b. A nonconforming use of the land not involving a building or structure shall be determined to be abandoned or discontinued if the City is in receipt of a written declaration by the property owner that the nonconforming use of the land not involving a building or structure will not be continued, or if two (2) or more of the following conditions exist that demonstrate intent on the part of the property owner to abandon or discontinue the nonconforming use of the land not involving a building or structure:
 1. Foreclosure;

2. One (1) or more utility meters, such as water, gas, or electricity to the property, have been removed, disconnected, or shut-off;
3. The property and/or grounds are unsafe or unsanitary, as described in Chapter 14 Housing or Chapter 17 Nuisances;
4. Cessation of the nonconforming use or business operations during the abandonment or discontinuance period;
5. Removal of signs or other indications of the existence of the nonconforming use;
6. Removal of equipment for the operation of the nonconforming use;
7. Failure to maintain current licenses, certificates, permits, registrations or other appropriate documentation; or
8. Other actions which constitute an intention by the property owner or lessee to abandon or discontinue the nonconforming use.

c. *Exceptions.*

1. Abandonment will not be considered only when a property owner can provide documentation demonstrating a good faith effort to actively sell or lease the premises for a use less intense by function or operation than the previous nonconforming use. This exception shall not apply to discontinued nonconforming uses except as otherwise specifically set forth in this section.

(4) *Change to Other Nonconforming Use of Land.* Prior to a determination of abandonment or discontinuance, a nonconforming use shall only be changed to another nonconforming use provided the Zoning Board of Appeals makes all of the following determinations.

- a. The proposed use is equally compatible, or more compatible, with the surrounding neighborhood, and that the use is equal to or more conforming to the uses allowed in the zoning district than the previous nonconforming use.
- b. The proposed nonconforming use is not enlarged or increased, nor extended to occupy a greater area of land than the previous nonconforming use, except as may otherwise be permitted by the Zoning Board of Appeals.
- c. That buildings and area encompassing the expansion of the nonconforming use complies with all parking, landscaping, or other site development regulations applicable to the area affected by the proposed enlargement, increase or extension of use area as required by this Chapter.

(g) *Repairs, Replacement, Alterations, or Improvements.*

(1) *Nonconforming Commercial or Industrial uses, structures or buildings.*

- a. Should the total costs of repairs, replacement, alterations, or improvements to a nonconforming use, building or structure, for any reason, be less than or equal to seventy-four (74) percent of the assessed value of the building or structure, it may be repaired, replaced, altered, or improved in its previously nonconforming location, provided that:
 1. The dimensional characteristics of the building as it existed at the time of passage or amendment of this Chapter is not increased. This does not allow for the separation or expansion of utility systems; and
 2. The building, structure or use has not lost its nonconforming status due to abandonment.
- b. Should the total costs of repairs, replacement, alterations, or improvements to a nonconforming use, building or structure, for any reason, be greater than or equal to seventy-five (75) percent of the assessed value of the building or structure,, it shall be repaired, replaced, altered, or improved only in conformance with the provisions of this Chapter.

-
- (2) *Nonconforming one-family uses, structures or buildings.* A nonconforming one-family detached dwelling and its accessory structures in any zoning districts may be continued, replaced, or repaired if damaged by fire, vandalism, flood or other force of nature, if approved by the zoning administrator or chief building official. Such approval requires a finding that the resulting building footprint and height will be the same size or smaller than that of the building or structure before such change. Replacement of a nonconforming one-family building or structure must commence within one (1) year of the date of damage and work must be diligently pursued toward completion. Failure to complete replacement or diligently work toward completion, or use of the building for a conforming non-residential use for any period of time, will result in the loss of nonconforming status unless good cause for the delay or temporary change in use is accepted by the zoning administrator or building official.
- (3) *Assessed Value.* For the purposes of enforcing the regulations contained in this section, the value (see the definition in Section 28-5 of this Chapter) of the structure will be determined by the most recent valuation of the structure for the purposes of taxation.
- (4) *Ordinary Repair/Maintenance.* Nothing in this section prevents ordinary repair/maintenance, or the strengthening or restoring to a safe condition of any building or structure, or part thereof, deemed to be unsafe by an official charged with protecting the public safety, upon order of such official.
- (h) *Nonconforming Site Design.*
- (1) *Purpose.* This Section permits reviews of applications for improvements and minor modifications to a nonconforming lot, building, structure or use that does not require a site to meet all of the site improvement regulations, requirements, and standards of this Chapter. Where appropriate, the intent is to allow gradual compliance with site-related requirements for sites that pre-date requirements for landscaping, surface treatment for parking areas or drives, curbing and other non-safety site-related items provided in Article IV.
- (2) *Improvements or Modifications.* Improvements or modifications to nonconforming site design may be administratively approved through the site plan review process without a complete upgrade of all site elements under the following conditions:
- a. The applicant provides reasonable site improvements to the site in relation to the scale and construction cost of the building improvements or expansion;
 - b. The applicant addresses any safety-related site issues for the site;
 - c. The improvements or minor expansion do not increase the nonconforming site elements;
 - d. The applicant upgrades the site landscaping consistent with Section 28-105, to the degree deemed appropriate by the zoning administrator or chief building official; and
 - e. Driveways that do not conform to the access management requirements of this Chapter are eliminated, provided that minimum reasonable access is maintained.
- (3) *Compliance Required.* Site design standards and requirements shall be brought into full compliance with this Chapter, except as may otherwise be permitted by the Zoning Board of Appeals, if any of the following occur:
- a. Change from nonconforming use to a permitted use.
 1. See Section 28-130(b).
 - b. *Parking Lot/Area.* Any expansion, reduction, resurfacing, replacement, or reconstruction of greater than or equal to twenty-five (25) percent of the existing designated off-street parking area shall require all new, existing, and/or remaining off-street parking area(s), maneuvering lanes, and ingress and egress meet the standards and requirements of Article IV. This does not include general maintenance; i.e. sealcoating.

- c. Modification, alteration, replacement, or expansion of existing landscape areas (trees, shrubs, ground cover, or similar materials). This shall also include all proposed landscape installations.
 - d. Replacement of nonconforming exterior light fixtures, light poles, or combination thereof shall meet the requirement of Section 28-109.
 - (4) Nothing in this Section shall be construed to require the removal of vegetation preserved as part of the original construction of the landscaped area.
 - (5) In all instances, required screening walls for waste receptacles, fencing of outdoor storage or screening from adjacent residential uses shall be provided.
 - (6) The City may require a performance guarantee under the provisions of Section 28-165 to insure that all improvements required in this Section are made in accordance with the approved plan.
- (i) *Nonconforming signs.*
 - (3) The goal is to eliminate nonconforming signs, except as otherwise specifically set forth in this section. Any lawfully erected sign, which is made unlawful by this chapter, may continue exactly as the sign existed at the time when the sign became unlawful under the provisions of this Chapter. However, following ninety (90) days after the discontinuance of the previously approved use associated with the sign, sign panels shall be replaced with blank panels and any interior lighting shall be disconnected. Twelve (12) months after discontinuance, the sign structure shall be removed.
 - (4) No nonconforming sign shall:
 - a. Be changed to another nonconforming sign without a variance;
 - b. Be structurally altered so as to change the shape, size, type or design of the sign;
 - c. Be re-established after the activity, business or use to which it relates has been discontinued for ninety (90) days or longer.
 - (5) Ordinary repair/maintenance.
 - a. The provisions of this Chapter shall not apply to the ordinary repair/maintenance of existing signs or changing of sign panels or to the altering of a sign specifically designed for periodic change of message without change in sign structure, such as a bulletin board or similar type of sign. The replacement of a manual changeable message sign with a digital message sign is specifically excluded from this provision.
 - b. Repairs may be done to a nonconforming sign to an extent not exceeding fifty (50%) percent of the value of the sign, provided that:
 - i. The dimensional characteristics of the sign as it existed at the time of passage or amendment of this Chapter is not increased; and
 - ii. The sign has not lost its nonconforming status due to vacancy, discontinuance or abandonment.
 - c. In the event that any nonconforming sign requires ordinary repair/maintenance for any reason and in any manner that exceeds fifty (50%) percent of the value of the sign, such repairs shall be permitted only in conformity with the provisions of this Chapter. However, if complying with this Chapter is unfeasible and/or impractical, a property owner may seek a variance from the Zoning Board of Appeals (see Section 28-238 of this Chapter), assuming it can also be demonstrated that the original structure was consistent with the established character of the area.
- (j) Nonconforming medical and adult use marijuana facility uses. Medical and adult use marijuana facilities, including a grower, provisioning center, retailer, safety compliance facility, secure transporter, microbusiness, or any marijuana facility or establishment of any type, other than that of a licensed caregiver operating within the limits of the Michigan Medical Marijuana Act, which may have been

established prior to the effective date of this ordinance, but which have not gained a license from both the State of Michigan and the City of Jackson shall not be considered nonconforming uses. In addition, no marihuana facilities may be permitted as a home occupation or accessory use.

ARTICLE IX. SIGN REGULATIONS
SECTION 28-253. – SIGNS SUBJECT TO PERMIT OR OTHER APPROVAL

December 27, 2022

ARTICLE IX. SIGN REGULATIONS

(REDLINE)

Sec. 28-253. – Signs subject to permit or other approvals

The signs outlined in the following table are subject to a permit or other approval as indicated. Unless stated otherwise within the article, all other sign types are exempt from the permit requirements. The design requirements and other provisions for such sign are also prescribed. Permit application requirements are found in section 28-254. These signs include the following and are defined in section 28-5.

Table of Sign Standards for Signs Subject to a Permit Unless Otherwise Specified (in this Table)			
	Sign Types, Districts Permitted, Required Approvals	Size Restrictions	Additional Restrictions
(f)	<p><i>Monument (Ground) Signs.</i></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>Permitted in the R-1, R-2, and R-3 Districts subject to conditional use approval (section 28-147)</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_z and R-6 Districts, forty (40) square feet in the C-1, C-2_z and C-3 Districts, and sixty (60) square feet in the C-4, I-1_z 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_z and six (6) feet above grade in the C-4, I-1_z and I-2 Districts.</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> <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>
(m)	<p><u><i>Projecting LED Wall Signs</i></u></p> <p><u>Only permitted in the C-3 District, subject to a sign permit.</u></p>	<p><u><i>Number.</i> One (1) projecting LED wall sign per façade as permitted below. Shall not be in combination with wall signs as described in Section 28.253(l).</u></p> <p><u><i>Total Sign Area.</i> The sign's surface shall not exceed five (5) square feet per side.</u></p> <p><u><i>Height.</i> Projecting LED wall signs must be affixed to the front façade 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.</u></p>	<p><u>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.</u></p> <p><u>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</u></p>

ARTICLE IX. SIGN REGULATIONS

(CLEAN)

Sec. 28-253. – Signs subject to permit or other approvals

The signs outlined in the following table are subject to a permit or other approval as indicated. Unless stated otherwise within the article, all other sign types are exempt from the permit requirements. The design requirements and other provisions for such sign are also prescribed. Permit application requirements are found in section 28-254. These signs include the following and are defined in section 28-5.

Table of Sign Standards for Signs Subject to a Permit Unless Otherwise Specified (in this Table)			
	Sign Types, Districts Permitted, Required Approvals	Size Restrictions	Additional Restrictions
(f)	<p><i>Monument (Ground) Signs.</i></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>Permitted in the R-1, R-2, and R-3 Districts subject to conditional use approval (section 28-147)</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 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>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> <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>
(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 façade 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 façade 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.</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>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</p>