



AGENDA- CITY COUNCIL

Tuesday, April 11, 2023
6:30 PM

Page

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

Invocation will be given by 4th Ward Councilmember Laura Dwyer-Schlecte.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.

(3-Minute Limit)

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

(Accept and Place on File)

- | | | |
|-----|--|---------|
| 8.1 | City of Jackson, Michigan Financial Statements as of and for the 8 Months Ended February 28,2023.
Monthly Fin Stmts 2023-02-28.pdf  | 7 - 14 |
| 8.2 | Michigan Liquor Control Commission Acknowledgement Letter - Center Super Liquor, Inc.
Center Super Liquor Inc MLCC application.pdf  | 15 - 16 |
| 8.3 | ENVIRONMENTAL | 17 - 21 |






[COMMISSION MINUTES 021523 APPROVED 031523.pdf](#) 


Minutes of 02-15-23 Environmental Commission Meeting

Receive the minutes of the 02-15-23 Environmental Commission Meeting.

9. CONSENT CALENDAR



Consent Action

- 9.1 Minutes of the Regular Meeting of March 21, 2023 22 - 32
[CCMIN 3.21.23.pdf](#) 
Approve the minutes from the March 21, 2023 Council Meeting
- 9.2 Resignation from Building Code Board of Examiners and Appeals 33 - 34
[BCBA Resignation - Wooden.pdf](#) 
Accept with regret, the resignation of David Wooden from the Building Code Board of Examiners and Appeals
- 9.3 Appointment to Building Code Board of Examiners and Appeals 35 - 38
[BCBA Appointment - Everett.pdf](#) 
Approve the Mayor's recommendation to appoint Chad Everett to complete David Wooden's term on the Building Code Board of Examiners and Appeals, with a term beginning April 29, 2023, and ending on December 31, 2025.
- 9.4 Reappointment to the Local Officers Compensation Commission 39 - 42
[LOCC Reappointment - Keeling.pdf](#) 
Approve the Mayor's recommendation to reappoint Charles Keeling to the Local Officers Compensation Commission for a term of seven years, beginning immediately and ending on February 28, 2030.
- 9.5 Appointment to Environmental Commission 43 - 46
[Environmental Comm Appointment - Johnson.pdf](#) 
Approve the Mayor's recommendation to appoint Andrew Johnson to the Environmental Commission for a three-year term beginning June 1, 2023 and ending on May 29, 2026.

- 9.6 Appointment to Election Commission 47 - 50
[Election Commission Appointment - Hammontree.pdf](#) 
Approve the Mayor's recommendation to appoint David Hammontree to the Election Commission for a four-year term, beginning immediately and ending on December 31, 2026.
- 9.7 Special Event Application: 2023 Hot Air Jubilee 51 - 60
[SEA--- Hot Air Jubilee 2023.pdf](#) 
 Approve a request from Jacqueline Austin to host the 2023 Hot Air Jubilee on July 20-23 in Ella Sharp Park.
- 9.8 Special Event Application: Huntington's Disease Society Team Hope Walk 61 - 71
[SEA---HDSA Team Hope Walk.pdf](#) 
 Approve a request from the Huntington's Disease Society Team Hope Walk on September 17, 2023 on the sidewalks of downtown Jackson.
- 9.9 Appointment to Human Relations Commission 72 - 75
[HRC Appointment Council.pdf](#) 
 Approve the Mayor's recommendation to appoint Amy Rich to the Human Relations Commission beginning immediately and ending December 31, 2024, in concurrence with the HRC recommendation.
- 9.10 Resignation from Election Commission 76
[Election Commisison Resignation - Wood.pdf](#) 
 Accept with regret, the resignation of Conner Wood from the Election Commission, effective immediately.

10. OTHER BUSINESS.

11. NEW BUSINESS.

- 11.1 Resolution Authorizing Opioid Class Action Participation 77 - 126
 Resolution Authorizing Entry of Participation Agreements for National Prescription Opiate Litigation and Entry of State-Local Government Intrastate Agreement
[Cover Memorandum re Opioid Class Action Settlement.pdf](#) 
[City of Jackson Resolution Approving Participation in Opioid Settlements and Approval of MSSA.pdf](#) 
 APPROVE Resolution authorizing the execution of the

Subdivision and Special District Settlement Participation forms concerning the proposed class-action opioid litigation settlement with Teva, Allergan, CVS, and Walmart as recommended by the City Attorney and Class Action Counsel. Authorize the City Attorney to execute all necessary documents to effectuate the Agreement(s).

- 11.2 Professional Service Agreement for Assessing Services 127 - 141
Professional Service Agreement for Assessing Services
[AssessorContract2023.pdf](#) 
Recommend Approval of Professional Service Agreement for Assessing Services
- 11.3 Water Treatment Plant Repaint & Repairs Change Order No. 1 142 - 151
[WTP Clarifier Repaint & Repairs Change Order #1.pdf](#) 
Approval of Change Order No. 1, to the Repainting of Four Clarifiers and Miscellaneous Repairs contract with Blastek LLC, in the increased amount of \$43,642, any funds in excess of the City Local Recovery Funds under the American Rescue Plan Act will be funded with Water System Funds, and authorize the City Manager and Director of Public Works to execute the appropriate document.
- 11.4 Change Orders to Incorporate SLFRF Uniform Guidance Language 152 - 164
[Uniform Guidance Language SLFRF Contract Change Orders 4-11-2023.pdf](#) 
Approve the contract change orders for the projects to be funded by the State and Local Fiscal Recovery Funds under the American Rescue Plan Act to incorporate the Uniform Guidance Language for Procurement and Contracts to comply with Federal Guidelines, with no monetary change in the contract amounts and authorize the City Manager and Department Heads to execute the appropriate documents.
- 11.5 Change Order 3 to the Miscellaneous Construction Contract with Bailey Excavating, Inc. 165 - 169
[Engineering CO 3 Misc Construction 22-13 Contract Bailey.pdf](#) 
Approve Change Order 3 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of \$13,420.33 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the

appropriate document.

- 11.6 Award a Contract to Red Cedar Consulting for Hazardous Materials Assessments and Emergency Asbestos Assessment and Abatement Services on an As-Needed Basis 170 - 172
[CD - Red Cedar Contract 4-11-23.pdf](#) 
Award a contract to Red Cedar Consulting for hazardous materials assessments and emergency asbestos assessment and abatement services on an as-needed basis.
- 11.7 Change Order 1 to the East Michigan Avenue Lead Service Line Replacements Contract with Bailey Excavating, Inc. 173 - 177
[Engineering CO 1 E Mich Lead Service Replacements Contract.pdf](#) 
Approve Change Order 1 to the East Michigan Avenue Lead Service Line Replacements contract with Dunigan Brothers, Inc. in the decreased amount of \$393,666.33 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.
- 11.8 Change Order 1 to the West Avenue Water Main Replacement contract with Bailey Excavating, Inc. 178 - 183
[Engineering CO 1 West Ave Water Main Replacement Contract.pdf](#) 
Approve Change Order 1 to the West Avenue Water Main Replacement contract with Bailey Excavating, Inc. in the decreased amount of \$148,920.87 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.
- 11.9 Revisions to the City of Jackson Purchasing Policy Manual 184 - 212
[REC Purchasing Policy Memo.pdf](#) 
To approve revisions to the City of Jackson Purchasing Policy Manual as suggested by the Racial Equity Commission to provide equitable opportunities for those interested in providing services, and goods, and entering into contracts with the City of Jackson.

12. CLOSED SESSION.

Conduct closed session pursuant to MCL 15.268(1)(c) in order to update City Council on IAFF labor negotiations.

13. CITY COUNCILMEMBER'S COMMENTS.

14. MANAGER'S COMMENTS.

15. ADJOURNMENT.



City of Jackson, Michigan Financial Statements

As of and For the Eight Months Ended February 28, 2023

Preliminary/Unaudited

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City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Eight Months Ended February 28, 2023
(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	19,300	81,741	71.27%	32,955
101-103 Charter Review Committee	2,500	2,500	0	0	0.00%	2,500
101-172 City Manager	474,901	474,901	64,242	405,722	85.43%	69,179
101-191 Finance	587,942	587,942	41,242	354,499	60.29%	233,443
101-215 City Clerk	331,401	331,401	23,677	203,695	61.46%	127,706
101-228 Management Info. Services	448,021	448,021	29,360	273,542	61.06%	174,479
101-233 Purchasing	130,276	130,276	12,628	88,556	67.98%	41,720
101-253 City Treasurer	413,354	413,354	31,819	245,485	59.39%	167,869
101-254 City Income Tax	235,063	235,063	23,119	116,265	49.46%	118,798
101-257 City Assessor	544,375	544,375	40,972	269,928	49.58%	274,447
101-262 City Clerk-Elections	114,367	114,367	2,688	81,001	70.83%	33,366
101-265 City Hall & Grounds	431,258	431,258	46,306	264,759	61.39%	166,499
101-266 City Attorney	731,548	731,548	53,570	455,896	62.32%	275,652
101-270 Personnel	645,907	645,907	7,987	348,311	53.93%	297,596
101-278 Unallocated	879,799	879,799	36,317	464,952	52.85%	414,847
	6,085,408	6,085,408	433,227	3,654,352	60.05%	2,431,056
<u>Judicial:</u>						
101-299 Admin. Hearings Bureau	199,201	199,201	7,541	133,247	66.89%	65,954
	199,201	199,201	7,541	133,247	66.89%	65,954
<u>Public Safety:</u>						
101-301 Police	11,454,098	11,454,098	850,260	7,246,712	63.27%	4,207,386
101-311 OSHP Grant	0	0	1,808	6,064	N/A	(6,064) Note 2
101-320 Consortium Training	15,750	15,750	495	8,397	53.31%	7,353
101-321 In Service Training	3,185	3,185	-	2,695	84.62%	490
101-340 Fire Suppression	5,709,356	5,709,356	415,984	4,522,443	79.21%	1,186,913
101-350 Public Safety - Unallocated	2,107,885	2,107,885	135,168	1,340,705	63.60%	767,180
	19,290,274	19,290,274	1,403,715	13,127,016	68.05%	6,163,258
<u>Public Works :</u>						
101-442 Forestry	658,542	658,542	44,459	407,637	61.90%	250,905
101-444 Sidewalk Construction	55,707	55,707	0	32,944	59.14%	22,763
101-445 Drains at Large	78,779	78,779	4,000	68,594	87.07%	10,185
101-450 Street Lighting	601,899	601,899	11,711	178,467	29.65%	423,432
101-455 Weed Control	103,918	103,918	0	47,515	45.72%	56,403
101-465 Grounds Maintenance	467,230	467,230	25,589	305,292	65.34%	161,938
101-567 Cemeteries	358,075	358,075	16,133	195,568	54.62%	162,507
101-571 Tax Property Maintenance	226,695	226,695	0	115,297	50.86%	111,398
101-572 Civic Affairs	107,802	107,802	1,425	87,682	81.34%	20,120
	2,658,647	2,658,647	103,317	1,438,996	54.13%	1,219,651
<u>Community & Economic Development:</u>						
101-701 Planning	234,974	234,974	16,419	148,142	63.05%	86,832
101-728 Economic Development	132,400	132,400	14,250	103,567	78.22%	28,833
	367,374	367,374	30,669	251,709	68.52%	115,665

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the Eight Months Ended February 28, 2023
(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	25,618	228,335	74.65%	77,532
101-758 Lt. Nixon Memorial Pool	100,476	100,476	3,165	82,542	82.15%	17,934
101-771 Parks & Facilities Maintenance	836,134	836,134	(35,772)	659,063	78.82%	177,071
101-803 Historical District	12,790	12,790	909	7,480	58.48%	5,310
101-806 Diversity, Equity & Inclusion	306,235	306,235	25,906	174,429	56.96%	131,806
	1,561,502	1,561,502	19,826	1,151,849	73.77%	409,653
<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	1,998,295	19,779,643	64.95%	10,676,192
 <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 Eight Months Ended February 28, 2023
(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	296,831	5,645,146	22.83%	19,086,102
203 Local Street	3,898,044	3,898,044	81,224	875,272	22.45%	3,022,772
208 Ella W. Sharp Park Operating	986,741	986,741	36,729	598,534	60.66%	388,207
218 Affordable Housing	3,250,000	3,250,000	60,049	198,224	6.10%	3,051,776
245 Public Improvement	1,027,676	1,027,676	0	170,362	16.58%	857,314
246 Cortland St. Redev. Project	2,520,493	2,520,493	1,213	16,397	0.65%	2,504,096
249 Building Department	597,332	597,332	80,522	429,501	71.90%	167,831
251 Housing Code Enforcement	1,156,790	1,156,790	71,833	686,396	59.34%	470,394
252 Building Demolitions	406,815	406,815	0	88,136	21.66%	318,679
265 Drug Law Enforcement	16,702	16,702	0	9,781	58.56%	6,921
272 SAFER Grant	524,760	524,760	54,955	273,333	52.09%	251,427
273 Project Safe Neighborhoods	120,969	120,969	2,542	39,587	32.72%	81,382
275 Byrne/JAG Programs	0	49,361	11,824	43,469	N/A	5,892
279 American Rescue Plan Act	200,000	200,000	5,105	28,023	14.01%	171,977
296 Recreation Activity	206,248	206,248	2,654	202,076	97.98%	4,172
297 Recreation Millage Program	657,274	657,274	72,984	473,699	72.07%	183,575
<u>Debt Service Funds :</u>						
308 2020 Capital Improvement D/S	223,702	223,702	0	16,851	7.53%	206,851
352 2017 Mich. Trans. Fund D/S	761,890	761,890	0	73,445	9.64%	688,445
367 2021 City Hall Refunding D/S	729,581	729,581	0	18,290	2.51%	711,291
385 2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%	4,457
386 2018 Capital Improvement D/S	1,410,000	1,410,000	0	292,250	20.73%	1,117,750
389 2017 BRA TIF Refunding D/S	420,556	420,556	0	107,778	25.63%	312,778
391 2021 BRA TIF Refunding D/S	772,512	772,512	0	32,256	4.18%	740,256
394 2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%	2,735,750
395 2019 DDA TIF Refunding D/S	209,573	209,573	0	84,787	40.46%	124,786
<u>Capital Projects Funds :</u>						
401 Capital Projects	1,955,898	1,955,898	(6,450)	33,441	1.71%	1,922,457
402 Water Equip. and Replacemt.	9,825,900	9,825,900	177,682	1,450,505	14.76%	8,375,395
403 Lead Service Line Replacement	1,661,966	1,661,966	8,008	67,371	4.05%	1,594,595
404 Sanitary Sewer Maint.	399,931	399,931	38,704	229,288	57.33%	170,643
405 Sanitary Sewer Replacement	1,902,121	1,902,121	32,042	232,020	12.20%	1,670,101
406 Wastewater Equip. Replacemt.	17,594,940	17,594,940	96,898	881,431	5.01%	16,713,509
407 2022 Sewer Sys. Project Const.	0	0	34,369	255,654	N/A	(255,654) Note 2
488 MLK Corridor Improvemt. Authority	10,000	10,000	0	50,540	505.40%	(40,540) Note 2
489 Brownfield Redevelopmt. Auth.	1,450,079	1,450,079	2,046	160,835	11.09%	1,289,244
494 DDA Project	2,947,323	2,947,323	0	84,787	2.88%	2,862,536

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the Eight Months Ended February 28, 2023
(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	38,735	62,555	25.32%	184,456
518	Parking Assessment	303,267	303,267	20,186	165,034	54.42%	138,233
519	Cooper/Francis Parking Deck	283,775	283,775	3,911	32,148	11.33%	251,627
590	Sewer	18,162,790	18,162,790	467,970	4,575,215	25.19%	13,587,575
591	Water	19,257,736	19,257,736	945,428	7,906,909	41.06%	11,350,827
<u>Internal Service Funds :</u>							
641	Public Works Administration	477,472	477,472	22,439	226,652	47.47%	250,820
642	Engineering Administration	328,453	328,453	14,376	180,577	54.98%	147,876
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	279,094	1,013,856	35.18%	1,868,087
676	Workers' Compensation	183,900	183,900	14,291	172,741	93.93%	11,159
677	Self-Insured Health Care	5,680,600	5,680,600	470,279	3,680,839	64.80%	1,999,761
<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	371,342	2,636,696	62.48%	1,583,304
732	Policemen's/Firemen's Pension	548,000	548,000	54,003	359,698	65.64%	188,302
734	Police./Fire. Pension-345	7,640,000	7,640,000	483,112	3,359,654	43.97%	4,280,346
736	Public Employee Health Care	10,000	10,000	0	4,119	41.19%	5,881
<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	0	432,202	21.03%	1,623,039

City of Jackson
All Funds - Revenue Summary
As of and For the Eight Months Ended February 28, 2023
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name	2022/23 Budget		Actual Month	Actual Year	Percent Collected	
	Original	Amended	To Date	To Date		
<u>General Fund :</u>						
Property Taxes	10,423,356	10,423,356	80,509	9,680,962	92.88%	
Income Taxes	10,500,000	10,500,000	976,452	8,013,987	76.32%	
State Revenue Sharing	5,028,914	5,028,914	892,487	2,785,918	55.40%	
Licenses & Permits	367,025	367,025	78,961	206,063	56.14%	
Federal Grants	1,346,427	1,346,427	0	755,048	56.08%	
State Grants	3,185	3,185	0	1,314	41.26%	
Charges For Goods & Services	1,294,072	1,294,072	15,872	266,360	20.58%	
Fines & Forfeits	377,094	377,094	55,022	357,168	94.72%	
Investment Income	115,000	115,000	30,973	172,005	149.57%	
Contributions From Other Funds	120,000	120,000	1,262	14,286	11.91%	
Contributions From Local Units	12,500	12,500	0	16,920	135.36%	
Miscellaneous	225,323	225,323	45,297	278,629	123.66%	
Total General Fund Revenues	29,812,896	29,812,896	2,176,835	22,548,660	75.63%	
<u>Funds Consolidated with the General Fund for Financial Reporting Purposes:</u>						
102	Budget Stabilization	25,000	25,000	1,586	8,053	32.21%
<u>Permanent Funds :</u>						
151	Cemetery Perpetual Maint.	37,000	37,000	1,214	18,886	51.04%
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>						
202	Major Street	24,253,509	24,253,509	325,939	4,663,294	19.23%
203	Local Street	2,889,376	2,889,376	94,263	877,349	30.36%
208	Ella W. Sharp Park Operating	921,600	921,600	20	391,436	42.47%
213	Opioid Settlement Fund	0	0	118,176	118,176	N/A
218	Affordable Housing	3,250,000	3,250,000	0	127,239	3.92%
245	Public Improvement	1,269,500	1,269,500	8,148	1,165,670	91.82%
246	Cortland St. Redev. Project	2,500,000	2,500,000	0	(473)	-0.02%
249	Building Department	497,500	497,500	33,866	323,252	64.98%
251	Housing Code Enforcement	1,157,500	1,157,500	94,862	1,324,984	114.47%
252	Building Demolitions	407,465	407,465	255	107,508	26.38%
265	Drug Law Enforcement	15,610	15,610	67	2,023	12.96%
272	SAFER Grant	524,760	524,760	0	218,379	41.62%
273	Project Safe Neighborhood	120,969	120,969	0	33,220	27.46%
275	Byrne/JAG Programs	0	49,361	15,869	43,369	87.86%
279	American Rescue Plan Act	200,000	200,000	0	22,918	11.46%
296	Recreation Activity	208,000	208,000	17,507	148,626	71.45%
297	Recreation Millage Program	676,000	676,000	702	303,242	44.86%
<u>Debt Service Funds :</u>						
308	2020 Capital Improvement D/S	223,702	223,702	0	16,851	7.53%
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	73,445	9.64%
367	2021 City Hall Refunding D/S	668,000	668,000	4,192	653,816	97.88%
385	2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the Eight Months Ended February 28, 2023
(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>						
386	2018 Capital Improvement D/S	1,410,000	1,410,000	0	292,250	20.73%
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	107,778	25.63%
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	32,256	4.18%
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	84,787	40.46%
<u>Capital Projects Funds :</u>						
401	Capital Projects	1,956,398	1,956,398	59	501	0.03%
402	Water Equip. and Replacemt.	7,808,191	7,808,191	417,695	3,327,747	42.62%
403	Lead Service Line Replacement	2,637,759	2,637,759	90,247	743,970	28.20%
404	Sanitary Sewer Maintenance	399,931	399,931	38,704	229,288	57.33%
405	Sanitary Sewer Replacement	672,950	672,950	62,052	476,723	70.84%
406	Wastewater Equip. Replacemt.	16,095,054	16,095,054	137,109	1,218,681	7.57%
407	2022 Sewer Sys. Project Const.	0	0	0	539,395	N/A
488	MLK Corridor Improvemt. Authority	10,000	10,000	0	2,075	20.75%
489	Brownfield Redevelopmt. Auth.	1,559,350	1,559,350	2,922	15,855	1.02%
494	DDA Project	3,405,000	3,405,000	1,513,908	1,719,925	50.51%
<u>Enterprise Funds :</u>						
514	Auto Parking System	93,743	93,743	372	3,384	3.61%
518	Parking Assessment	221,288	221,288	27,991	251,168	113.50%
519	Cooper/Francis Parking Deck	11,050	11,050	3,011	13,602	123.10%
590	Sewer	6,949,219	6,949,219	546,753	4,500,346	64.76%
591	Water	15,234,895	15,234,895	997,340	8,141,261	53.44%
<u>Internal Service Funds :</u>						
641	Public Works Administration	399,794	399,794	29,066	233,341	58.37%
642	Engineering Administration	265,891	265,891	23,243	180,718	67.97%
643	Local Site Remed. Revolving	67,950	67,950	431	2,232	3.28%
661	Motor Pool and Garage	2,823,832	2,823,832	96,742	1,177,409	41.70%
676	Workers' Compensation	185,000	185,000	11,149	99,460	53.76%
677	Self-Insured Health Care	5,940,600	5,940,600	382,715	3,291,472	55.41%
<u>Trust & Agency Funds :</u>						
703	County & School Tax Collection	65,000	65,000	16,154	52,131	80.20%
731	Employees' Retirement System	6,040,000	6,040,000	(705,890)	2,919,495	48.34%
732	Policemen's/Firemen's Pension	561,185	561,185	(74,082)	405,808	72.31%
734	Police./Fire. Pension-345	9,629,911	9,629,911	(749,476)	6,613,502	68.68%
736	Public Employees Health Care	230,000	230,000	0	101,460	44.11%
<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	2,560	288,968	14.06%

Note 2

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the Eight Months Ended February 28, 2023
(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: Andrea Muray, City Clerk
DATE: April 11, 2023
SUBJECT: Receipt of Acknowledgement Letter from Michigan Liquor Control Commission

Recommendation:

Receipt of Acknowledgement Letter from Michigan Liquor Control Commission for an application from Center Super Liquor, Inc.

The MLCC provides an opportunity for the Local Governmental Unit to submit an opinion or the application or advice of any local non-compliance issues.

Chief Hitt has reviewed the document and has no concerns at this time.

Personal information has been redacted.



STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

GRETCHEN WHITMER
GOVERNOR

ORLENE HAWKS
DIRECTOR

Thursday, March 16, 2023

John Doyle, Attorney
C/O Center Super Liquor, Inc.
john.doyle924@gmail.com

RID # RQ-2302-01617 **Reference/Transaction:** Transfer location escrowed 2022 SDD and SDM licensed business with Sunday Sales Permit(AM) and Sunday Sales Permit(PM) for SDD License- spirits from 4619 Page Ave, Michigan Center to 1509 N West Ave, Jackson; Transfer governmental unit under MCL 436.1531(18) from Leoni Township to Jackson City; New Sunday Sales Permit(PM) for SDM License- mixed spirit drink

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Center Super Liquor, Inc.

Business address and phone number: 1509 N. West Ave., Jackson, MI 49203

Home address and phone number of partner(s)/subordinates:
Ghulab Singh [REDACTED]

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

A copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

AS

cc: Jackson City (amuray@cityofjackson.org)
Center Super Liquor, Inc. (ghulabsingh21@gmail.com)

ENVIRONMENTAL COMMISSION 02-15-23 MEETING

MINUTES (APPROVED 03-15-23)

PAGE 1 OF 5

Date: Wednesday, February 15, 2023

Time: 6:00 pm

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

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

II. Roll Call

Present: *Commissioner Jane Flores, Commissioner Will Forgrave (Sixth Ward Councilmember), Kelsey Heck Wood, Commissioner Jacob Inosencio, Commissioner Kelli Kazmier and Commissioner Conner Woods.*

Absent: *Commissioner Kevin Lund.*

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

Also Present: *Mayor Daniel Mahoney and City Manager Jonathan Green (both present for a portion of Citizen Comments only).*

III. Adoption of the Agenda

Motion made by Commissioner Forgrave and seconded by Commissioner Inosencio to approve the agenda as presented approved unanimously.

IV. Approval of 01-18-23 meeting minutes

Motion made by Commissioner Flores and seconded by Commissioner Heck Wood to approve the minutes as presented approved with five yes votes and one abstention.

V. New Business

None.

VI. Old Business

a). Environmental Action Plan (EAP) Revisions/Updates

Commissioner Kazmier explained that she compiled the recommended changes that were discussed at the previous meeting.

Commissioner Inosencio informed Commissioner Forgrave and Commissioner Wood that he previously recommended moving away from broad terms such as "improve" and towards more numeric measures that accounts for current conditions and measurable goals.

Commissioner Kazmier added that she expanded the list of 2022 accomplishments.

Commissioner Inosencio provided a correction that the community garden at the old Tomlinson School yard was expanded but the community garden at the King Center has not yet been expanded.

Commissioner Wood provided observations regarding typos and page numbering.

Commissioner Forgrave noted that some of the items listed are under the purview of the County rather than the City. He then added that all items listed do impact the City.

Motion made by Commissioner Inosencio and seconded by Commissioner Heck Wood to approve the updated EAP with corrections approved unanimously.

VII. 2023 Priority Issues

Commissioner Kazmier explained to new attendees the process by which priority issues were selected and the process by which they are addressed. She explained that, in past years, committees were selected for each priority issue. She then explained that, for 2023, the Commission decided that each priority issue will be addressed by the Commission as a whole and no committees were selected.

a) Urban Forestry

Commissioner Kazmier called on Commissioner Inosencio to lead discussion regarding urban forestry.

Commissioner Inosencio related that there are no new developments to report regarding downtown forestry. He discussed Grow Jackson orchard work at the King Center. He reported that he had discussed the addition of an arborist to DPW staff with the DPW director.

Commissioner Kazmier inquired about the qualification process to become a certified arborist.

Commissioner Inosencio explained that there is a credentialing process and that the new arborist position could be part of an Environmental Department. He suggested that the arborists could do tree selections, canopy assessments, trimming scheduling, etc. He suggested that the creation of an Environmental Department may pay for itself by generating savings.

Commissioner Heck Wood related a Washington Post article about the benefits to human health and wellbeing provided by trees.

Commissioner Kazmier suggested that community buy-in will be required for a program to increase the number of trees within the City because more trees will require more maintenance. She suggested that more people will want trees if they are seen as less of a burden.

Commissioner Kazmier then inquired about next steps.

Commissioner Inosencio asked if the Commissioners want to push for the addition of an arborist at the DPW.

Commissioner Kazmier suggested that a next step may be to compile data and make a presentation of the City Manager and City Council in a fashion similar to what was done for the refuse collection issue.

It was decided to commence that work at the next meeting. Commissioner Inosencio volunteered to write a preliminary draft for the Commission to review at the next meeting.

b) Land Use and Pollinators

Commissioner Heck Wood suggested that it would be interesting to see the current status of City-owned lots. She suggested that it would be helpful to see them mapped.

Commissioner Forgrave related that such a map has been changing rapidly of late due to sales.

Commissioner Wood related that the Planning Commission is currently updating the City's Master Plan. This may provide an opportunity to make adjustments as part of that process.

Commissioner Heck Wood would like to the use of vacant lots addressed.

Commissioner Wood suggested that vacant lots could be used to create a buffer between residential neighborhoods and industrial areas.

Commissioner Wood inquired about the condition of the banks of the Grand River.

Mr. White related some of the history of the river – it's past uses and construction projects that have impacted the river. Mr. White explained that the bottom of the box culvert was left in place because of polluted subsurface soils.

Commissioner Wood state that he would not suggest removing the bottom of the box.

Commissioner Inosencio suggested that complete removal of the remainder of the culvert and contaminated soils might warrant consideration.

Commissioner Kazmier suggested that this discussion could tie into the discussion regarding the arborist position.

Commissioner Inosencio replied that the discussion needs to be about more than just an arborist position but rather about an Environmental Department of multiple employees.

Commissioner Kazmier inquired about what is the intended direction of the discussion.

Commissioner Wood proposed that a map that shows vacant parcels overlaid with the zoning map be generated.

Mr. White stated that he will have such a map generated by City GIS staff.

Commissioner Kazmier inquired whether there was more to discuss.

Commissioner Forgrave replied that No Mow May had been passed by City Council. There was then discussion about what exactly was approved and how that should be communicated to the public.

c) Energy Efficiency and Inventory

Commissioner Inosencio rated that he had, at the recommendation of Peter Bormuth, visited with County staff to learn about the energy audit they have done and how they are proceeding. He related

that he learned an energy audit can be done at no cost to generate recommendations to reduce energy use and costs.

Commissioner Inosencio suggested that city-owned properties, such as the water treatment plant, offer solar opportunities.

Commissioner Inosencio suggested that the City Manager, the DPW Director and the Mayor be invited to a Veregy presentation. The end result would be to ask Council to do an energy audit, diversify energy sources and reduce energy consumption.

Commissioner Kazmier asked Mr White to discuss with the City Manager a presentation in March or April. She stated that the goal will be to gather info from the Veregy presentation.

VII. Citizen Comments

Andrew Johnson of 1114 S Bowen stated that he has applied to be appointed to the Environmental Commission and related that he is in the process of starting a non-profit to work in the field of green energy and energy reduction.

Peter Bormuth of 142 W Pearl Street spoke regarding the harmful impact pesticides have on pollinators, land use along the banks of the Grand River and energy efficiency and inventory.

Mayor Daniel Mahoney related that he has discussed the need for a Sustainability Plan with the City Manager. He stated that the EAP is a start but more is needed. A plan is needed to address: 1) solid waste removal, 2) carbon neutrality, 3) renewable energy and 4) green development. He suggested staff at Jackson College may be a resource in developing such a plan.

The Mayor related that although the Mechanic Street Michner Plating site has been designated as a Superfund Site, the Michner Plating site on Angling Road is also contaminated and may have larger negative impact on the City.

City Manager related that is open to attending a presentation by Veregy. He also related that the City currently has a contract with a firm to perform an energy audit and that additional info from Veregy is welcome.

Commissioner Inosencio inquired of the City Manager about an arborist. After the City Manager asked for clarification about the inquiry, Commissioner Inosencio explained his vision for an Environmental Department.

Commissioner Kazmier discussed how an arborist could impact practices regarding tree selection, trimming, maintenance, etc. She also informed the Manager that a Commission priority is developing pollinator gardens on City owned properties.

X. Commissioner Comments

Commissioner Inosencio recommended the Mayor add clean water as an issue to be addressed by a Sustainability Plan.

Commissioner Wood related that if PA105 (which limits local agencies' ability to regulate their areas of authority, sometimes referred to the "ban on bans") is repealed at the state level, the change would not be effective until the following year.

XI. Next Meeting – Wednesday, March 15, 2023 at 6:00pm

XV. Adjournment

Motion made by Commissioner Heck Wood and seconded by Commissioner Inosencio to adjourn approved unanimously. Meeting ended at 7:26 pm.



CITY COUNCIL MEETING MINUTES

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by 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:

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Director of Police and Fire Services Elmer Hitt. Director of Community Development Shane LaPorte, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to adopt the agenda. Mayor Mahoney requested Evaluation Process of Appointed Officials be added under New Business. Vote was taken on the adoption of the agenda with the addition item under New Business. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS:

- 5.1 Presentation on Lansing Avenue Corridor Improvement Project - Jon Dowling, P.E., City Engineer

- 5.2 Presentation on the State of Michigan, Department of Great Lakes and Energy 2024 Clean Water State Revolving Fund Project Plan - Erin Szczegielniak, Fishbeck

PUBLIC HEARINGS:

- 6.1 Lansing Avenue Corridor Improvement Project
Receive public comments on the proposal to reconstruct Lansing Avenue, from Clinton Road to Steward Avenue, to three lanes and reestablish a green belt on either side of the road to separate the sidewalks from the roadway.

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

Peter Bormuth and John King offered comments 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.

- 6.2 2024 Clean Water State Revolving Fund Project Plan

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

No comments were offered by the public.

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

- A. Resolution to adopt the 2024 City of Jackson Clean Water State Revolving Fund Final Project Plan

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to approve the resolution to adopt the City of Jackson Clean Water State Revolving Fund Final Project Plan and appoint the Director of Public

Works as the authorized representative. 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:

8.1 2023-2024 Annual Action Plan for CDBG/HOME Draft

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to receive the Draft 2023-2024 Annual Action Plan for CDBG/HOME. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

8.2 CDBG, Home, & CV Financial Summaries for February 2023

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to accept and place on file the CDBG, HOME, and CV Financial Summaries for February 2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

9.1 Minutes of the Regular Meeting of March 7, 2023

Approve the minutes of the regular meeting of the City Council on March 7, 2023

9.2 LOCC Recommendation - City Treasurer

Approve the Local Officers Compensation Commission's recommendation regarding the City Treasurer's salary.

9.3 LOCC Recommendation - Council

Approve the Local Officers Compensation Commission's recommendation regarding the City Council's salary.

9.4 LOCC Recommendation - Mayor

Approve the Local Officers Compensation Commission's recommendation regarding the Mayor's salary.

9.5 Local Governmental Unit Approval - Social District Permit

Adopt a resolution providing the Local Governmental Unit approval for the Social District Permit Application being submitted to the State of Michigan by Prego, LLC.

9.6 Special Event Application for the Jackson Autism Support Network's "Light It Up Blue Jackson"

Approve a request from the Jackson Autism Support Network to host "Light It Up Blue Jackson" April 3-30, 2023 on light poles in downtown Jackson.

9.7 Special Event Application: Ella Sharp Museum Art, Beer, & Wine Festival

Approve a request from the Ella Sharp Museum to host their Art, Beer, & Wine Festival on June 10, 2023 in Ella Sharp Park.

9.8 Appointment to Downtown Development Authority

Approval of the Mayor's recommendation to appoint Thomas Loveberry to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2027.

9.9 Appointment to Downtown Development Authority

Approval of the Mayor's recommendation to appoint Erin Valkuchak to the Downtown Development Authority, replacing Katima Dickenson, who is unable to continue her term due to residency requirements; with a term beginning immediately and ending on January 31, 2026.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the consent calendar with items 9.2, 9.3, and 9.4 removed for separate consideration. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Item 9.2 - Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the resolution for the City Treasurer. Mayor Mahoney clarified that the resolution rejects the LOCC's recommendation. Councilmember Schlecte made a motion to approve the recommendation of the LOCC for City Treasurer, Council, and Mayor. Councilmember Schlecte withdrew the motion. Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to accept the LOCC's recommendation for Treasurer. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Item 9.3- Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the Local Officers Compensation

Commission's recommendation regarding City Council's salary. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: Councilmember Forgrave (1). Motion carried.

Items 9.4 - Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the Local Officers Compensation Commission's recommendation regarding the Mayor's salary. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

OTHER BUSINESS:

Motion was made by Councilmember Schlecte, seconded by Mayor Mahoney to add an item under Other Business - Homeless Update. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Residents in Action provided Council with an update.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to allow the balance of the funds to go to help provide supplies for the home resource fair. Councilmember Schlecte amended the motion to extend the contract until April 6. Councilmember Forgrave supported the amendment. Vote was taken on the motion as amended. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

- 11.1 Transition of City Elections from Odd Number Years to Even Number Years**
Recommendation: *Approve a resolution, by roll call vote, to transition City wide elections from odd number years to even number years beginning in 2026.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the resolution to transition City wide elections from odd number years to even number years beginning in 2026. A roll call vote was taken. Mahoney- yes, Robinson- yes, Dancy-yes, Gunn-yes, Schlecte-yes, Bunnell-yes, Forgrave-yes. Motion carried.

- 11.2 Police Department's In-Car Camera System**
Recommendation: *Authorize signing of the contract with Axon and moving forward with the In-Car camera project at the Police Department.*

Motion was made by Councilmember Bunnell, seconded by Vice Mayor Robinson to authorize the signing of the contract with Axon and to move forward with the in-car camera project at the Police Department. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.3 404 Homewild Avenue Housing Project

Recommendation: *Terminate the contract award with Family First Builders LLC for the renovation of 404 Homewild Ave and abandon this transitional housing project*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to terminate the contract award with Family First Builders, LLC for the renovation of 404 Homewild Ave and forego this transitional housing project. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.4 HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) Allocation Plan

Recommendation: *Approve submission of the HOME Investment Partnership Program – American Rescue Plan (HOMEARP) Allocation Plan, and authorize the Mayor to sign Forms SF-424, SF-424B, SF-424D, the HOMEARP Certifications, and any other documentation required for submittal of the Allocation Plan to HUD.*

Motion was made by Councilmember Gunn, seconded by Vice Mayor Robinson to approve submission of the HOME Investment Partnership Program – American Rescue Plan Allocation Plan, and authorize the Mayor to sign Forms SF-424, SF-424B, SF-424D, and the HOMEARP Certifications, and any other documentation required for submittal of the Allocation Plan to HUD. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.5 Sale of City owned property located at 1014 Woodbridge Street

Recommendation: *Approve the sale of City owned property located at 1014 Woodbridge Street, to Misael Ruiz for \$13,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.6 Sale of City owned property located at 600 West Biddle Street.

Recommendation: *Approve the sale of City owned property located at 600 West Biddle Street, to Rafael Golden for \$21,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.7 Sale of City owned property located at 1100 Chittock Avenue

Recommendation: *Approve the sale of City owned property located at 1100 Chittock Avenue, to Weatherspoon & Associated Realty Inc. for \$10,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.8 Sale of City owned property located at 429 St. Clair Avenue

Recommendation: *Approve the sale of City owned property located at 429 St. Clair Avenue, to Timothy Mullins for \$20,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.9 Sale of City owned property located at 116 West Mansion Street

Recommendation: *Approve the sale of City owned property located at 116 West Mansion Street, to Timothy Mullins for \$20,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.10 Sale of City owned property located at 521 Wildwood Ave

Recommendation: *Approve the sale of City owned property located at 521 Wildwood Ave, to Michael Macomber for \$10,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.11 Sale of City owned property located at 1026 South Milwaukee Street

Recommendation: *Approve the sale of City owned property located at 1026 South Milwaukee Street, to Rafael Golden for \$11,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.12 Sale of City owned property located at 213 Damon Street

Recommendation: *Approve the sale of City owned property located at 213 Damon Street, to Madalina Hoffert for \$8,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.13 Sale of City owned property located at 138 East Robinson

Recommendation: *Approve the sale of City owned property located at 138 East Robinson Street, to Rafael Golden for \$16,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.14 Sale of City owned property located at 901 Washington Avenue

Recommendation: *Approve the sale of City owned property located at 901 West Washington Ave Street, to Nick Fuller for \$48,000 and authorize the City Manager to*

sign all sale documents associated with the Property Transfer and to make minor modifications.

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve items 11.5-11.14. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.15 Lot purchase agreement between Green Development Ventures LLC and the City of Jackson.

Recommendation: *Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.*

Motion was made by Councilmember Schlecte, seconded for discussion by Councilmember Bunnell to approve the lot purchase agreement between Green Development Ventures, LLC and the City of Jackson and authorize the City Manager and City Attorney to make minor modifications as necessary. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.16 Jackson Affordable Housing Development Board ARPA Funds Allocation Recommendation

Recommendation: *Approve a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act (ARPA) funds, in the amount of \$3.31 million, for the support of a new home construction program, and for the preservation of existing properties, with specific program guidelines to be created by the Community Development Department.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's American Rescue Plan Act funds in the amount of \$3.31 million, for the support of a new home construction program and for the preservation of existing properties which specific program guideline to be created by the Community Development Department. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.17 Purchase of TA Wilson School

Recommendation: *Approve proposed purchase agreement with Jackson Public Schools for the purchase of TA Wilson and authorize the City Attorney to make minor modifications to the agreement as necessary.*

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave to approve the proposed purchase agreement with Jackson Public Schools for the purchase of TA Wilson and authorize the City Attorney to make minor modifications to the agreement as necessary. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Bunnell, and Forgrave (7). Nays: Councilmember Schlecte (1). Motion carried.

11.18 Masonic Temple Buildout - Phase I

Recommendation: *Award a Contract to R.W. Mercer for the Masonic Temple Buildout in the amount of \$774,184, Provide \$12,500 for Allowances and a 15% Contingency Fund, and Authorize the City Manager to Execute Potential Change Orders Less than \$50,000.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to award a contract to R.W. Mercer for the Masonic Temple Buildout in the amount of \$774,184, provide \$12,500 for allocations, a 15% contingency fund, and authorize the City Manager to execute potential change orders less than \$50,000. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.19 Sale of City owned property located at 971 N. West Avenue

Recommendation: *Approve the Letter of Intent from Lormax Stern to purchase City owned property located at 971 N. West Avenue and authorize the City Manager and City Attorney to create the Property Transfer Agreement to complete the sale of the property.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve the Letter of Intent from Lormax Stern to purchase City owned property located at 971 N. West Avenue and authorize the City Manager and City Attorney to create the property transfer agreement to complete the sale of the property. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.20 Resolution of Support - Fair Chance Housing Legislation

Recommendation: *Consider a Resolution supporting Fair Chance Housing Legislation.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to consider a resolution supporting Fair Chance Housing Legislation. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

11.21 Evaluation Process for Appointed Officials

Motion was made by Mayor Mahoney, seconded by Councilmember Schlecte to create an Ad Hoc Committee with three people to create a process for evaluations of appointed officials and come back to Council within 60 days with a recommendation for an annual evaluation process. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Schlecte. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 9:44 p.m.

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: April 11, 2023

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

RECOMMENDATION:

Accept with regret, David Wooden's resignation from the Building Code Board of Examiners and Appeals – and express appreciation to Dave for his service to the City of Jackson.

DM:lm

March 22, 2023

Builder's Board Code of Appeal

City of Jackson

Chairman Covell,

I am retiring from my position as Deputy Fire Chief and will no longer be able to serve as a member of the Builder's Board Code of Appeal. It's been a pleasure to serve with the other board members and staff.

I submit this letter of resignation effective April 28, 2023.

Sincerely,



David D. Wooden, CFI-II

Deputy Fire Chief

dw

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: April 11, 2023

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

RECOMMENDATION:

Approve the Mayor’s recommendation to appoint Chad Everett to the Building Code Board of Examiners and Appeals, for the remainder of David Wooden’s term – effective April 29, 2023 and ending on December 31, 2025.

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

It is my recommendation, therefore, to appoint Chad Everett to the Building Code Board of Examiners and Appeals for the remainder of David Wooden’s term, immediately and ending on December 31, 2025.

Your consideration and concurrence is appreciated.

DM:imm

From: noreply@civicplus.com
Sent: Wednesday, March 22, 2023 8:35 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	Chad
Last Name	Everett
Address	604 Nautical Lane
City	Pleasant Lake
State	MI
Zip	49272
Phone Number	5177959324
Email	ceverett@cityofjackson.org
Last four digits of Social Security Number	
Occupation	Assistant Fire Chief, Jackson Fire Department
Describe your community involvement.	Provide life safety and emergency services to the community. Work with nonprofit organizations throughout the city to help raise funds and participate in manual labor.
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?	Pleasant Lake

If you answered "Yes" how long have you been a City resident?	Pleasant Lake
Which board or commission are you interested in? You may choose more than one.	Building Code Board of Examiners and Appeals
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I want to serve on the Building Code Board of Examiners and Appeals so the fire service can stay informed and have an opinion on changes that may impact the citizens and the fire department.
Upload additional documents	Field not completed.

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will

be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature Chad Everett

Date of Submission 3-22-2023

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MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: April 11, 2023
SUBJECT: Reappointment to Local Officers Compensation Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Charles Keeling to the Local Officers Compensation Commission for a seven-year term beginning immediately and ending on February 28, 2030.

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

It is my desire, therefore, to reappoint Charles Keeling to the Local Officers Compensation Commission for a seven-year term beginning immediately and ending February 28, 2030.

Your consideration and concurrence is appreciated.

DM:Imm

From: noreply@civicplus.com
Sent: Tuesday, February 28, 2023 2:58 PM
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	charles
Last Name	keeling
Address	109 west washington ave #13
City	jackson
State	mi
Zip	49201
Phone Number	2312180361 5172507400
Email	ckeeling413@gmail.com
Last four digits of Social Security Number	
Occupation	retired educator
Describe your community involvement.	currently on locc and also a member of jackson city employee retirement board. past board member of community action agency
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	<i>Field not completed.</i>

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. *Local Officers Compensation Commission*

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

Why do you want to serve on your selected board or commission? *serves in a small way to give back to our 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 charles keeling

Date of Submission 02/28/2023

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MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: April 11, 2023
SUBJECT: Appointment to Environmental Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Andrew Johnson to fill a vacancy on the Environmental Commission for a three-year term, beginning June 1, 2023 and expiring on May 29, 2026.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
Sent: Monday, January 16, 2023 11:03 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	Andrew
Last Name	Johnson
Address	1114 S. Bowen Street
City	Jackson
State	MI
Zip	49203
Phone Number	5172063498
Email	johna323@gmail.com
Last four digits of Social Security Number	
Occupation	Construction Manager

Describe your community involvement. Over the past 30 years, I have worked on many City construction projects with my father Robert Johnson. This experience has provided me with many connections with the City of Jackson's officials and citizens. Also, I served as the building manager for the City's Manufacturing Incubator on Jackson St,. During my tenure as manager from 2009 to 2019, I helped saved the building from being shut down and stabilized the operations.

Also, I have been an active member of the Kiwanis Club of Jackson for over 12 years, serving as President for a year and Treasurer for five years. Currently, I am the President of the Kiwanis Club of Jackson Foundation and serve as Kiwanis Advisor to the Key Club at Jackson High.

Finally, I have started a nonprofit, Center for Energy,

Infrastructure, and Finance, which I look to launch this year and operate out of the City of Jackson. This Center is dedicated to the transition to green energy and assist in problem solving infrastructure issues in regards to financing.

Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	<i>Field not completed.</i>
If you answered "Yes" how long have you been a City resident?	12 years
Which board or commission are you interested in? You may choose more than one.	Brownfield Redevelopment Authority/Local Development Finance Authority, Environmental 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?	My goals to serve on the Environmental Commission and Brownfield Development Authority is to help guide our community toward the next generation of energy and help cleanup distressed properties in the community. These goals may overlap, which is why I choose to apply for both.
Upload additional documents	<i>Field not completed.</i>

(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 Andrew Johnson

Date of Submission January 16, 2023

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MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: April 11, 2023
SUBJECT: Appointment to Election Commission

RECOMMENDATION:

Approve the Mayor’s recommendation to appoint David Hammontree to the Election Commission; for a four-year term, beginning immediately and ending on December 31, 2026.

In accordance with City Charter Sec. 6.8, consists of Clerk, Attorney, Assessor and two citizen members appointed by the Mayor subject to Council confirmation for four-year terms.

I am, therefore recommending the appointment of David Hammontree to the Election Commission, each for a four-year term, beginning immediately and ending on December 31, 2026.

Your consideration and concurrence is appreciated.

DM:imm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, March 21, 2023 8:20 PM
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	David
Last Name	Hammontree
Address	812 S. Durand St.
City	Jackson
State	MI
Zip	49203
Phone Number	219-246-7582
Email	drhjxn@gmail.com
Last four digits of Social Security Number	
Occupation	University Professor
Describe your community involvement.	I currently serve as Vice Chair for the City of Jackson's Racial Equity Commission. I am a current member of the County of Jackson Jury Board I'm a participant of the 2022 City/County of Jackson Citizens Police Academy I've been involved profession on the state level service on the Steering Committee for the Liberal Arts Network for Development (LAND) since 2010. I am a Past President of the Michigan Council of Teachers of English, serving with the Executive Committee for from 2009-2014.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a	Yes

board or commission.
However, some boards
and commissions have
residency requirements.

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

If you answered "Yes"
how long have you been a
City resident? 13 Years

Which board or
commission are you
interested in? You may
choose more than one. Election 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 wish to explore service opportunity that may best utilize my
strengths.

The work of the Election Commission is essential for a
functioning government. My background in Political Science
gives me an idea of the complexities of the process. I am
attentive am willing to become more knowledgeable about and
curious to the process the work of the Election Commission.

I am a strong and inquisitive generalist with a desire to learn.
My multi-disciplinary background that gives me range to
research and analyze situations and environments with the
goal of developing action plans addressing complex problems.
I have taught, worked, administrated, and served in public,
private, nonprofit, and for-profit institutions and organizations.

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

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Digital Signature DR Hammontree

Date of Submission 05/21-2023

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MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: April 11, 2023
SUBJECT: Special Event Application: 2023 Hot Air Jubilee

Recommendation:

Approve a request from Jacqueline Austin to host the 2023 Hot Air Jubilee on July 20-23 in Ella Sharp Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the 2023 Hot Air Jubilee.

I recommend approval of the special event application for the 2023 Hot Air Jubilee. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: April 11, 2023

RECOMMENDATION: Approve a request from Jacqueline Austin to host the 2023 Hot Air Jubilee on July 20-23 in Ella Sharp Park.

SUMMARY: Annual family-friendly event featuring hot air balloons and related activities

DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$6,500.00
Public Works	X		\$800.00
		<i>TOTAL</i>	<i>\$7,300.00</i>

CONDITIONS & CONSIDERATIONS

Police assistance; DPW assistance. In order for DPW to move permanent road blocks approval is needed by the department authorizing traffic control order approved by City Council.

INSURANCE STATUS

Approved by the office of the City Attorney, pending receipt of proper insurance documents

ATTACHMENTS: Special Event Application: 2023 Hot Air Jubilee

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:	
Address:	Phone: ()
Tax ID#:	Website:
Contact Name:	Phone: Email:
Contact Name:	Phone: Email:
Contact Name During Event:	Phone: ()

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:

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

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

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: _____

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

- | | |
|---|---|
| <input type="checkbox"/> Horace Blackman Park | <input type="checkbox"/> GrandRiver Farmers Market Pavilion |
| <input type="checkbox"/> Bucky Harris Park | <input type="checkbox"/> CP Federal City Square (Stage) |
| <input type="checkbox"/> Ella Sharp Park (requires Ella Sharp Board approval) | <input type="checkbox"/> MLK Equality Trail |
| <input type="checkbox"/> Other Location: _____ | |
| <input type="checkbox"/> Streets: _____ | |
| <input type="checkbox"/> Other Park: _____ | |

Brief description of Event

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

Street Closure Please indicate all street closures on your map.

Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

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

Electrical Power: Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

Water Needs: Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____

Food/Vendors: Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____

Alcohol Sales: (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ End Time: _____

Amusement or Carnival Rides: If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____

Fireworks: If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____

Traffic Cones Mobile Stage (please circle **15-foot** or **25-foot** version)

Other: _____

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

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

Special Event Application

Certification & Signature

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

Signature: *Jacqueline Austin*

Date: _____

Office Use ONLY	
Application Received:	
Date:	2/1
Time:	
By:	AE
Application Fee Received:	Y

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

Covid 19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:



Special Event Application 2023 Additional Requests

Letter for Use of City Property: As part of the application for the liquor license, the state will require a letter from the City of Jackson stating that Ella Sharp Museum is permitted to use the city property to facilitate the HAJ Beer Tent. A letter was issued in previous years and we request this letter be issued for this year concurrent with the approval of the Special Event Application.

Golf Carts: As in previous years, we would like to request the use of approximately 10 golf carts from Ella Sharp Golf. These will be used by our event staff and police during the event as well as during setup and tear down of the event.

Road Closed Barriers: We would request 2 “Road Closed” Barriers (Level 3 are preferred but Level 1 will work) at each of the 4 closed roads indicated on the map (orange markings). This will allow our parking attendants to close the roads as needed. 2-3 cones at each of these locations would also be helpful. 10 additional cones could be used at the north end of the event parking.

Fencing: We request the use of 10 pieces of black metal fencing and for them to be delivered to Ella Sharp Park (on the dirt road north of the launch field) on Thursday, July 20, 2023.

Back Park Roadblocks: We ask that the road blocks on Birchwood Dr. & Maplewood Dr. be temporarily opened for Model T rides. Only Model T cars would drive in the closed area (see route on event map) and rides will only take place 3p. until dark on festival dates.

Police Presence: We will work with the police department directly to determine the appropriate amount of police presence for the event.

Insurance: We will provide insurance policies as we get closer to the event as we have in previous years.

Note about Ella Sharp Museum: We are working directly with Ella Sharp Museum staff for access to their parking lots, building and other collaborations.

Additional Use of the Launch Field: The Hot Air Jubilee has been selected to host the Balloon Federation of America’s Women’s National Championship Competition. We will need access to the Launch Field at Ella Sharp Park July 15-July 20 for potential launch, target or landing location. No infrastructure will be needed or setup prior to the setup for the festival, just need access the launch field during these competition dates.



MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: April 11, 2023
SUBJECT: Special Event Application: Huntington's Disease Society Team Hope Walk

Recommendation:

Approve a request from the Huntington's Disease Society Team Hope Walk on September 17, 2023 on the sidewalks of downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Huntington's Disease Society Team Hope Walk.

I recommend approval of the special event application for the Huntington's Disease Society Team Hope Walk. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: April 11, 2023

RECOMMENDATION: Approve a request from the Huntington 's Disease Society of America to host the Team Hope Walk on Sunday, September 17, 2023 from 2 pm – 6 pm on downtown Jackson sidewalks.

SUMMARY: Walk to raise awareness and funds for Huntington's disease using downtown sidewalks and a start/finish tent at the Grand River Pavilion.

DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$200.00
<u>Public Works</u>	<u>X</u>		<u>\$200.00</u>
	<i>TOTAL</i>		<i>\$400.00</i>

CONDITIONS & CONSIDERATIONS

Request for DPW road closed barricade, no parking tri pods, and use of electrical at the Grand River Pavilion.

INSURANCE STATUS

This insurance is on file with the City Attorney and the Downtown Development Authority.

ATTACHMENTS: Special Event Application: HDSA Team Hope Walk

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to “Downtown Development Authority”

Special Event Application Policy

Additional charges may occur if policies are broken.

- 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: Huntington’s Disease Society of America - Upper Great Lakes Region	
Address: PO Box 72 Richland, MI 49083	Phone: (269) 629-5452
Tax ID#: 13-3349872	Website: www.hdsa.org
Contact Name: Deb Boyd	Phone: 269-629-5452 Email: dboyd@hdsa.org
Contact Name: Justin Reynolds	Phone: 517-795-3333 Email: justin_j_reynolds@yahoo.com
Contact Name During Event: Justin or Chauntay Reynolds	Phone: (517) 812-9263

Event Information

Event Name: HDSA Central Michigan Team Hope Walk				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
9/17/2023	12:00p	2:00p	6:00p	6:30p

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? 250-300

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: _____

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

- | | |
|---|--|
| <input type="checkbox"/> Horace Blackman Park | <input checked="" type="checkbox"/> GrandRiver Farmers Market Pavilion |
| <input type="checkbox"/> Bucky Harris Park | <input type="checkbox"/> CP Federal City Square (Stage) |
| <input type="checkbox"/> Ella Sharp Park (requires Ella Sharp Board approval) | <input type="checkbox"/> MLK Equality Trail |
| <input checked="" type="checkbox"/> Other Location: <u>Participants will be walking on city sidewalks on one of three routes.</u> | |
| <input type="checkbox"/> Streets: _____ | |
| <input type="checkbox"/> Other Park: _____ | |

Brief description of Event

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

Family friendly fun walk – with music, food, raffles, & more! Come walk around & enjoy the beautiful murals while raising funds and awareness for Huntington's Disease on Sunday, September 17, 2023 from 2 to 6pm

Huntington's disease (HD) is a fatal genetic disorder that causes the progressive breakdown of nerve cells in the brain. It deteriorates a person's physical and mental abilities during their prime working years and has no cure. Every child of a parent with HD has a 50/50 chance of carrying the faulty gene that causes HD. Today, there are 41,000 symptomatic Americans and more than 200,000 at-risk of inheriting the disease.

Many describe the symptoms of HD as having ALS, Parkinson's and Alzheimer's – simultaneously.

The Central Michigan Team Hope Walk is an excellent opportunity for you to support a great cause!

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

Street Name: <u>Parking Lot # 5</u>	Cross Streets: <u>only at Mechanic entrance</u>
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

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

Electrical Power: Indicate electrical requirements: _____ Would like to use the power under the pavilion.
 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: _____ No parking signs and one road closed barricade

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

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

Special Event Application

Certification & Signature

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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: 1/19/2023

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

Application Requirements
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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

I have put together three routes we will offer our walkers, accessing the sidewalks. Each route will Start and Stop at the blue S (Grand River pavilion). That is also the area where we will need an electrical hookup for our karaoke machine to play music as well as address the crowd via microphone.

The green route is the shortest and will take about 20 minutes.

The yellow route is in the middle in terms of length and time: 40 minutes

The red route is the longest and will take about an hour to complete.

We will have volunteers who will be moving around and helping with any participants who may get off the path.

We will have the routes displayed in the registration area. There will also be hard copies in color of each route. A link to the electronic version of each route will also be displayed.



Amsterdam, Netherlands
@AdelleRensault

6 **ItsALiving**
Brooklyn, NY
@ItsALiving

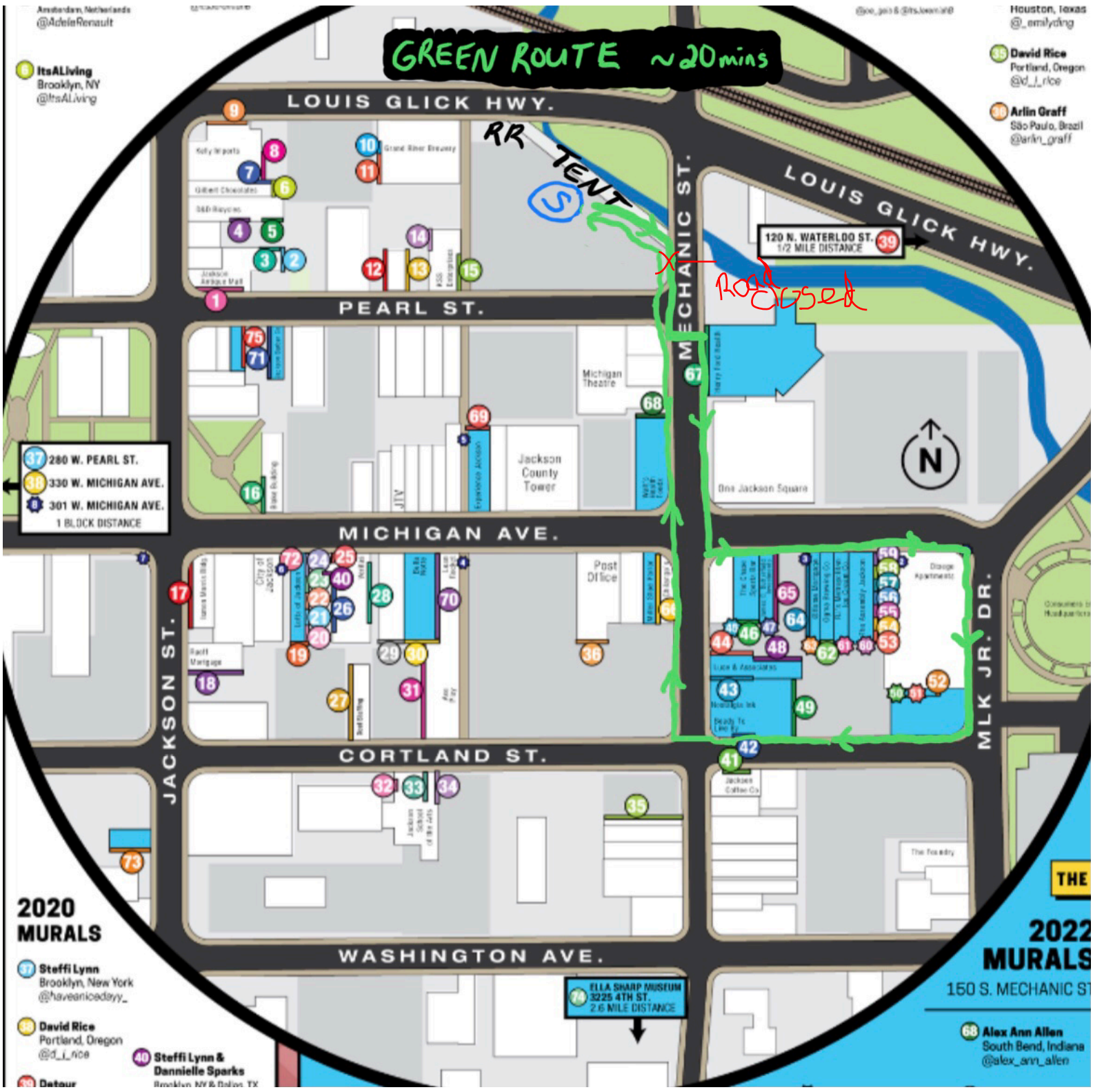
GREEN ROUTE ~20mins

@oo_jen & @rs_loan_08

Houston, Texas
@_amlyding

35 **David Rice**
Portland, Oregon
@d_l_rice

36 **Arlin Graff**
Sao Paulo, Brazil
@arlin_graff



37 280 W. PEARL ST.
38 330 W. MICHIGAN AVE.
39 301 W. MICHIGAN AVE.
1 BLOCK DISTANCE

120 N. WATERLOO ST.
1/2 MILE DISTANCE

ROOSEVELT

74 ELLA SHARP MUSEUM
3225 4TH ST.
2.6 MILE DISTANCE

THE
2022
MURALS
150 S. MECHANIC ST.

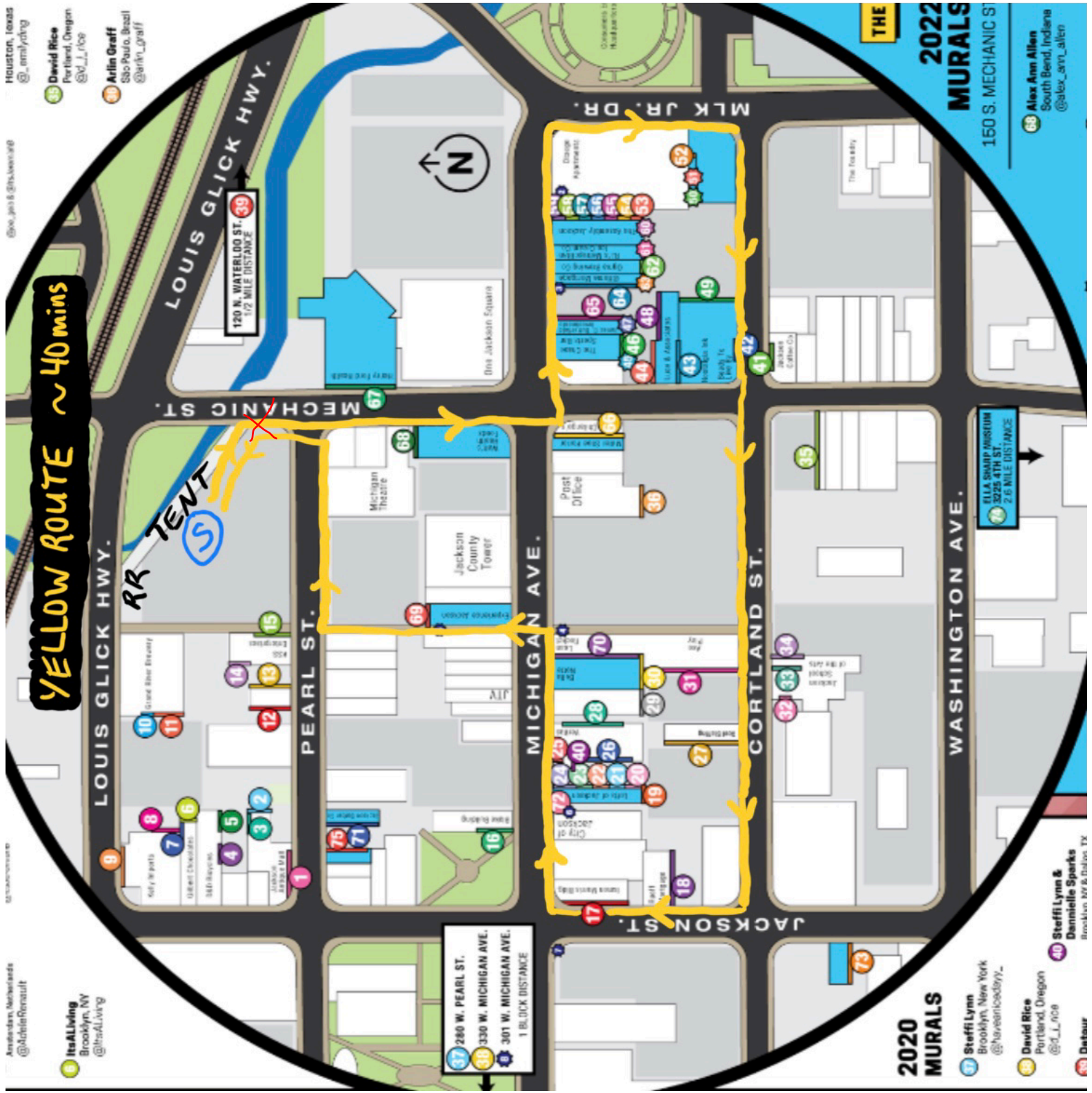
2020
MURALS

37 **Steffi Lynn**
Brooklyn, New York
@haveanicedayy_

38 **David Rice**
Portland, Oregon
@d_l_rice

40 **Steffi Lynn & Dannielle Sparks**
Brooklyn NY & Dallas TX

68 **Alex Ann Allen**
South Bend, Indiana
@alex_arn_allen



YELLOW ROUTE ~ 40 mins

Houston, Texas
@_emilyyng

David Rice
Portland, Oregon
@d_r_rice

Arlin Graff
Sao Paulo, Brazil
@arlin_graff

Ann Arbor, Michigan
@ArlinRenault

ItzALiving
Brooklyn, NY
@ItsALiving

280 W. PEARL ST.
330 W. MICHIGAN AVE.
301 W. MICHIGAN AVE.
1 BLOCK DISTANCE

120 N. WATERLOO ST.
1/2 MILE DISTANCE

1114 SHARP MUSEUM
3225 4TH ST.
2.5 MILE DISTANCE

THE 2022 MURALS

150 S. MECHANIC ST.

Alex Ann Allen
South Bend, Indiana
@alex_arn_allen

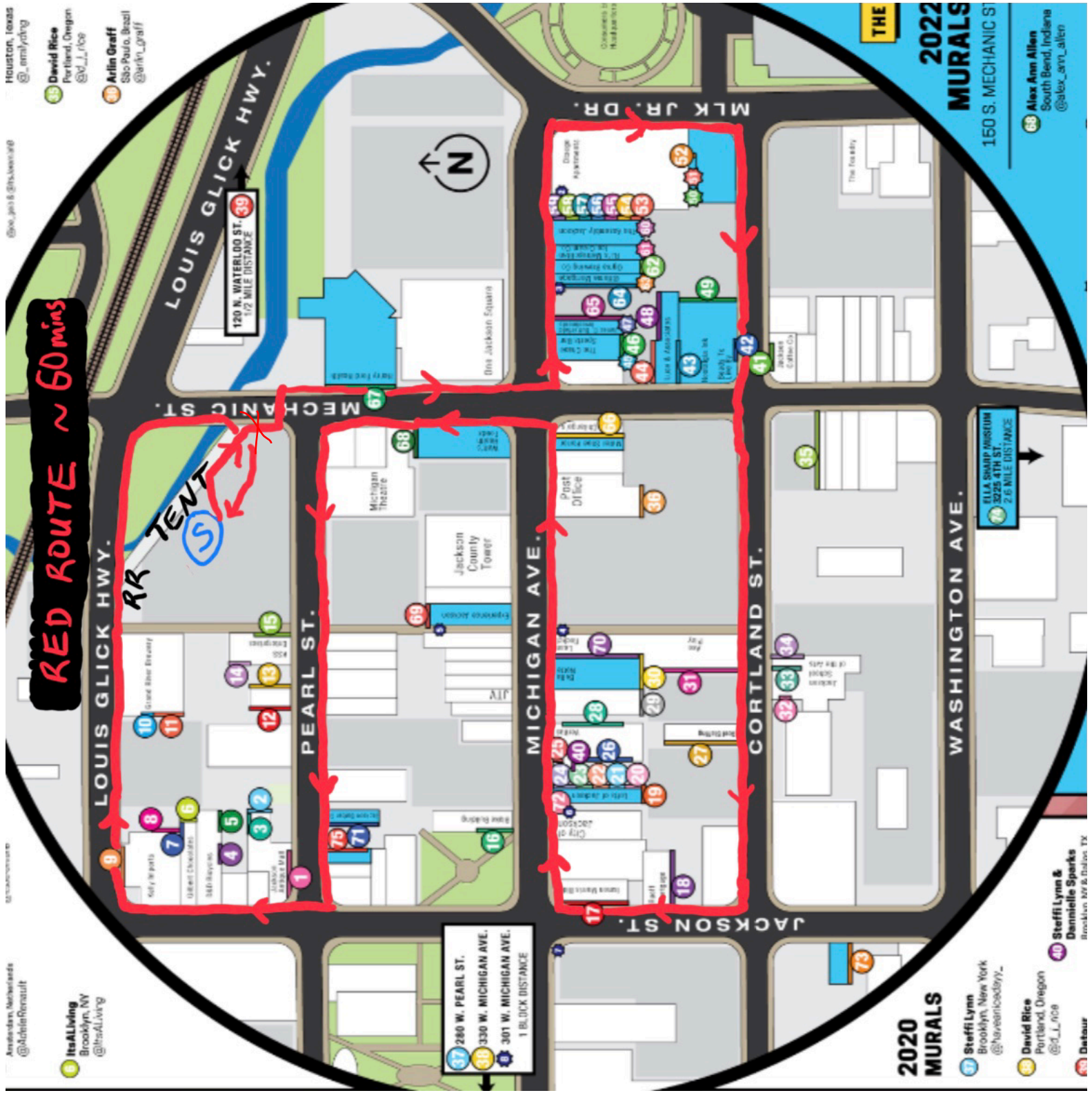
2020 MURALS

Steffi Lynn
Brooklyn, New York
@stevvinnocci...

David Rice
Portland, Oregon
@d_r_rice

Dakour

Steffi Lynn & Danielle Sparks
Brooklyn, NY & Dallas, TX



RED ROUTE ~ 60 mins

Houston, Texas
@_emilyyng

David Rice
Portland, Oregon
@d_r_rice

Arlin Graff
Sao Paulo, Brazil
@arlin_graff

Ann Arbor, Michigan
@ArlinRenault

ItzALiving
Brooklyn, NY
@ItsALiving

280 W. PEARL ST.
330 W. MICHIGAN AVE.
301 W. MICHIGAN AVE.
1 BLOCK DISTANCE

THE 2022 MURALS

Alex Ann Allen
South Bend, Indiana
@alex_arn_allen

2020 MURALS

Steffi Lynn
Brooklyn, New York
@stevvinnocci...

David Rice
Portland, Oregon
@d_r_rice

Dakour

Steffi Lynn & Danielle Sparks
Brooklyn, NY & Dallas, TX

1114 SHARP MUSEUM
3325 4TH ST.
2.6 MILE DISTANCE

120 N. WATERLOO ST.
1/2 MILE DISTANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc 300 Madison Avenue 28th Floor New York NY 10017		CONTACT NAME: PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : AmGUARD Insurance Company	NAIC # 42390
INSURED Huntington's Disease Society of America, Inc. 505 Eighth Avenue New York NY 10018		INSURER B : Travelers Casualty Insurance Co of America	19046
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1998047943

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:	Y		C1GP303664	11/16/2022	11/16/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			C2GP302665	11/16/2022	11/16/2023	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"/> 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			C3GP301578	11/16/2022	11/16/2023	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	D&O			107735278	11/16/2022	11/16/2023	D&O	\$5,000,000
							Employment Practices	\$2,000,000

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

City of Jackson and the Downtown Development Authority it's officer, employees and agents are named as additional insured with respects to general liability for ongoing operations performed by named insured, as required by written contract.
 Chapter/Affiliate Name: MI
 Event: Central Michigan HDSA Team Hope Walk
 Date: September 17, 2023
 Location: Grand River Farmers Market Pavilion – City of Jackson, 117 W Louis Glick Hwy, Jackson MI 49201

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson Downtown Development Authority
 161 West Michigan Ave
 Jackson MI 49201

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

AUTHORIZED REPRESENTATIVE

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MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: Thursday, March 23, 2023
SUBJECT: Human Relations Commission (HRC)

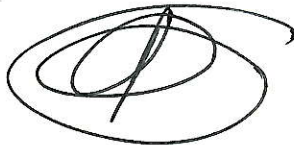
RECOMMENDATION:

Approve the Mayors recommendation to appoint Amy Rich to the Human Relations Commission for completing a term, beginning immediately and ending December 31, 2024, in concurrence with the HRC recommendation.

In accordance with City Code, Chapter 15, Section 15-33. The human relations commission shall consist of nine (9) members nominated by the mayor from a list submitted by the human relations commission and approved by city council, five (5) of which shall be residents of the city.

It is my recommendation to appoint Amy Rich to the Human Relations Commission for a term beginning immediately, and ending December 31, 2024, in concurrence with the HRC recommendation.

DM/jlw



From: noreply@civicplus.com
To: [Daniel Mahoney](#); [John Willis](#); [Aaron Dimick](#); [Lisa Moutinho](#); [Leticia Albarran](#)
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Wednesday, January 11, 2023 10:09:12 AM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Amy
Last Name	Rich
Address	540 Fern Ave
City	Jackson
State	Michigan
Zip	49202-3942
Phone Number	5175057255
Email	amycook1939@gmail.com
Last four digits of Social Security Number	████
Occupation	Workforce Development Technician for Michigan Department of Transportation
Describe your community involvement.	I have been a Jackson resident for 17 years. I was a Pack Committe Chair for Sharp Park's Cub Scout Troop for four years (2009-2012). My position with MDOT allows me to work with high schools and colleges to promote STEM careers, including civil engineering, to diverse populations in the ten counties I represent. I also substitute taught at Pathways, 4th Street and T.A. Wilson alternative schools for several years.
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	Yes

have residency requirements.

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

If you answered "Yes" how long have you been a City resident? 17 years

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

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

Why do you want to serve on your selected board or commission? I am very interested in ensuring that people from all races, religions, and nationalities are represented and respected in our community. Through my work at MDOT, I have taken several trainings on Diversity, Equity and Inclusion and Implicit Bias and would love the opportunity to use this knowledge within the community where me and my children live, work and attend school.

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 Amy S. Rich

Date of Submission 01/11/2023

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

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From: Conner Wood <cmmwood@gmail.com>

Sent: Wednesday, April 5, 2023 6:58:42 PM

To: Andrea Muray

Cc: Conner Wood

Subject: Election Commission

Hi Andrea,

It has been an honor and a pleasure to serve with you as a citizen member of the Election Commission. I hereby submit my resignation from that body.

Sincerely,

Conner Wood

319 N Bowen St

Jackson, MI 49202

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Sent from mobile. Please forgive typos & brevity.

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

MEMO TO: Honorable Mayor Mahoney and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – April 11, 2023

SUBJECT: Opioid Litigation – Proposed Settlement

Recommendation: APPROVE the Resolution authorizing the execution of the Subdivision and Special District Settlement Participation forms concerning the proposed class-action opioid litigation settlement with Teva, Allergan, CVS, and Walmart as recommended by the City Attorney and Class Action Counsel. Authorize the City Attorney to execute all necessary documents to effectuate the Agreement(s).

Your consideration and concurrence is appreciated.

Enclosure: Resolutions w/Exhibits

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION
AGREEMENTS IN PARTIAL SETTLEMENT OF THE NATIONAL
PRESCRIPTION OPIATE LITIGATION AND ENTRY OF STATE LOCAL
GOVERNMENT INTRASTATE AGREEMENT CONCERNING
ALLOCATION OF SETTLEMENT PROCEEDS**

WHEREAS, the CITY OF JACKSON, MI filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Teva Pharmaceuticals Industries Ltd. (a prescription opioids manufacturer);
2. Allergan Finance, LLC (a prescription opioids manufacturer);
3. CVS Health Corp. and CVS Pharmacy, Inc. (a prescription opioids distributor); and
4. Walmart, Inc. (a prescription opioids distributor);

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to the CITY OF JACKSON, MI’s lawsuit;

AND WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement to pay (a) up to \$3.34 billion over the next 13 years by Teva; (b) up to \$2.02 billion over 7 years by Allergan; (c) \$4.9 billion over the next ten years by CVS; and (d) \$2.74 billion within six years by Walmart. The bulk of each of these payments will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance;
2. An agreement by Teva and Allergan to abide by strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on (a) promotion and lobbying; (b) rewarding or disciplining employees based on volume of opioid sales; and (c) funding or grants to third parties; and
3. An agreement by CVS and Walmart to implement changes in how they handle opioids, including requirements addressing: their compliance structures; pharmacist judgment; diversion prevention; suspicious order monitoring; and

reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

AND WHEREAS the CITY OF JACKSON, MI previously executed Participation Agreements for the Distributor and Janssen Settlements, which have conferred and continue to confer valuable benefits;

AND WHEREAS the Proposed Settlements each contain a “default” allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

AND WHEREAS the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the “default” allocation method referenced above;

AND WHEREAS the CITY OF JACKSON, MI desires to enter into an alternative allocation method which allocates settlement funds on a 50/50 basis to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

AND WHEREAS the CITY OF JACKSON, MI previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, which allocated funds attributed to the State of Michigan in a streamlined and equitable manner;

NOW THEREFORE, the CITY OF JACKSON, MI authorizes the execution of Participation Agreements for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp. and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc., each of which are listed and available to the public at <https://nationalopioidsettlement.com/>. Specimen copies of the material terms of the participation agreements are attached as Exhibit A to this resolution.

CITY OF JACKSON, MI also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements substantially similar to the proposed agreement attached as Exhibit B to this resolution. CITY OF JACKSON, MI also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

For the avoidance of doubt, CITY OF JACKSON, MI also authorizes its continued participation in the Distributor Settlement Agreement, the Janssen Settlement Agreement, and the Michigan State-Subdivision Agreement for the Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, all previously executed.

AYES, Council Members: _____

NAYS, Council Members: _____

ABSTAIN, Council Members: _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on April 11, 2023. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

Andrea Muray, City Clerk



Subdivision and Special District Settlement Participation Form

Governmental Entity	State:
Authorized Official	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s

role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K¹

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

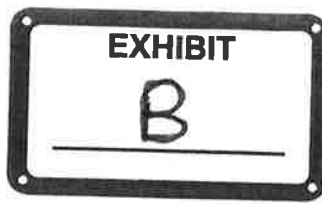
I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding (“MOU”):

- A. “Administrative Fund” is 0.3% of the Local Government Share.
- B. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. “Actual Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- D. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
-
- K. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- V. “Settlements” are the Allergan, Teva, CVS, and Walmart national settlement agreements related to opioids and entered by the State in December 2022.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:
- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
 - b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
 - c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Teva, Walmart, CVS, or Allergan Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
 - d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
 - e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
 - f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.
10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
 9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
 10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.
-

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%

Local Government	Final Allocation Percentage
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%

Local Government	Preliminary Allocation Percentage
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

Local Government	Preliminary Allocation Percentage
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

Local Government	Preliminary Allocation Percentage
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

Local Government	Preliminary Allocation Percentage
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000003%

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	

Local Government	Litigating Local Government
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

Local Government	Litigating Local Government
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

Local Government	Litigating Local Government
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

Local Government	Litigating Local Government
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

Local Government	Litigating Local Government
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

Local Government	Litigating Local Government
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	

State of Michigan

By: *Fadwa Hammoud*

Its: Chief Deputy Attorney General

City of Jackson

By: _____

Its: _____

WEITZ & LUXENBERG, P.C.

THE SAM BERNSTEIN LAW FIRM, PLLC

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Weitz & Luxenberg, P.C.
3011 West Grand Boulevard, 24th Floor
Detroit, MI 48202
Tel: (313) 800-4170

Mark. J. Bernstein
The Sam Bernstein Law Firm, PLLC
31731 Northwestern Highway
Farmington Hills, MI 48334

MEMOTO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor 

DATE: April 11, 2023

SUBJECT: Professional Services Agreement for Assessing Services

Recommendation: Approve Professional Services Agreement in the total amount of \$102,480 to Quality Assessing Services LLC for assessment services starting May 1, 2023 through April 30, 2024.

I recommend approval of the Professional Services Agreement. Your consideration is appreciated.

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jason Yoakam, City Assessor *JY*
DATE: April 11, 2023
RECOMMENDATION: Recommend Adoption Professional Services Agreement

SUMMARY

This would be a continuation of the previous Professional Service Agreement to continue providing assessing services in place of having an individual full time assessor. The change in contract amount is based on the 3% increase proposed for other city administrative staff. Besides the amount of pay and dates of this agreement no other contractual obligations have changed.

BUDGETARY CONSIDERATIONS

There is an requested increase in compensation to the contractor of 3%.

HISTORY, BACKGROUND and DISCUSSION

The city was willing to explore the cost savings of using a contract assessor and I believe it has paid off significantly. As your assessor I have gained a broader understanding of my profession and the tools I use to get the job done while simultaneously reducing the cost to operate the department. The city assessor's office is now fully staffed and I am excited to apply the lessons learned moving forward.

POSITIONS

Recommend adoption of Professional Service Agreement.

ATTACHMENTS: Professional Services Agreement

AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES

THIS AGREEMENT (“Agreement”), made and entered into this 11 day of April, 2023, by and between the **CITY OF JACKSON**, 161 W Michigan Ave, Jackson MI 49201, hereinafter referred to as “**City,**” and Quality Assessing Services LLC, PO Box 548, Jackson, MI 49283, hereinafter referred to as “**CONTRACTOR.**”

WITNESSETH:

WHEREAS, it is the intent of the City to retain Contractor to perform the duties as its certified assessor as an independent contractor.

WHEREAS, Contractor retains qualified personnel with the proper State certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE CONTRACTOR

The following are deemed services or requirements included in the compensation of the Contractor under Section III - Payment unless otherwise stated:

1.1 Performance By Appointed Assessor:

By approving this Agreement, City Council is appointing Jason Yoakam as the City Assessor. It is the parties’ intent that Mr. Yoakam be employed solely by Contractor. The Contractor shall ensure that Mr. Yoakam has and maintains his assessor certification level of Michigan Master Assessing Officer (MMAO) during the term of this Agreement.

1.2 General Duties:

The Contractor shall be required to perform all duties of an assessor pursuant to Michigan statutes and laws, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994. In the event material changes in the laws, statutes, rules, guidelines during the term of this Agreement result in a substantial additional work burden on the Contractor, then the Contractor and City shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Contractor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose

determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.3 Office Hours:

During the term hereof, the Contractor shall maintain eight (8) office hours every two weeks at City Hall at the above address, as follows:

- A. The Contractor shall devote eight (8) hours every two weeks to maintaining office hours at the City office for public appointments.
- B. If specified office days of the Contractor fall on a day recognized as a holiday to City employees, then it will be recognized as a holiday by the Contractor, however, an alternate day may be substituted.

1.4 Public Relations/Customer Service:

The Contractor shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from the Contractor, or wish to speak to Contractor, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.3, the Contractor agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the Contractor.

1.5 New Construction/Loss Adjustment:

During the term of this Agreement, the Contractor shall ensure all new construction and real estate improvements are physically observed through cooperation with the Zoning Administrator and will review all building permits. The Contractor shall obtain copies of the building permits from the Building Department. Likewise, the Contractor shall ensure that damaged or destroyed properties are physically observe with respect to the making of any loss adjustments as shall be necessary in the performance of contractor duties. To assist with this requirement, the City shall also supply the Contractor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.6 Economic Condition Factors (ECF):

During the term hereof, the Contractor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.7 “Proposal A” Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;

- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.8 Assessment Roll Preparation and Records:

The Contractor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, etc.), and special assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Contractor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.9 Annual Reports:

The Contractor shall prepare a report annually summarizing the entire year that shall advise the City of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Contractor under this Agreement. The City shall have the right at any time to require the Contractor to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by the Contractor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by the Contractor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.10 Board of Review:

The Contractor shall have staff available for each of the two (2) March Board of Review sessions. (In the event the City chooses to hold additional meetings, the Contractor may choose to have a certified staff member in attendance in their absence.) March Board of Review sessions shall be scheduled as provided in the City Charter, within the time limits prescribed by law.

The Contractor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal.

The Contractor shall also attend and serve as secretary at the March, July and December Boards of Review. If the Contractor is unable to attend these sessions, however, the Contractor must supply the City Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.11 Sales and Appraisal Studies:

The Contractor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.12 Forms:

The Contractor shall file all forms fully completed with the Jackson County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.13 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations and Contractor shall operate under the direction of the City in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal will be referred to the City Attorney. If counsel shall desire the assistance of the Contractor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City and agreed upon on a case-by-case basis. The City may choose to retain the Contractor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Contractor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. City hereby authorizes Contractor, subject to approval by City Attorney, to settle where Contractor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Contractor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to City information, documents, analysis and advice as may be required in the determination of the Contractor or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Contractor shall make the appointed assessor available to the City for such further assistance as is required by the City in the defense of such appeal. The Contractor shall make the appointed assessor available as an expert witness on behalf of the City in any proceedings. Mileage expenses for out-of-city travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Contractor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Contractor shall make the appointed assessor available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Contractor shall keep the City Attorney informed of appeals and provide the City Attorney with any recommendation regarding said proceedings, the manner in which the same are to be handled, any proposed settlement and like advice if needed.

The provisions of Paragraph 1.13 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.14 Reappraisal Program:

This contractor shall oversee the annual inspection of 20% (+/-) of the properties in each class. Physical inspection and pricing of the same shall be completed by the City employees at the direction of the Contractor. Should the City desire all properties to be re-inspected in less than a 5 year timeframe, there may be additional charges as well as a contract addendum pursuant to Section 5.1.

1.15 Personal Property Statements, Canvas and Audits:

The Contractor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Contractor shall conduct a personal property canvas to ensure equity among business owners within the City. The Contractor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.16 Equalization Increases:

The Contractor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Jackson County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Contractor shall represent the City when requested by the City Manager by attending any annual Jackson County equalization meetings.

1.17 Land Division Applications:

The Contractor shall assist City staff in reviewing land division applications.

1.18 Transportation and Equipment:

The Contractor shall provide all necessary transportation for contractor staff and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel, except any current employees of the City, that may or might be utilized by the Contractor in the performance of its duties hereunder shall, for all purposes, be considered employees of the Contractor and not employees of the City. The Contractor shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Contractor shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Contractor relating to his/her employment by Contractor.

1.20 Tax Increment Finance Authority:

The Contractor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, Commercial Rehab. District OPRAs,

PILTs, TIFs, Tool & Die Renaissance Recovery Zone, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.21 Contractor's Recommendations:

On or before December 31, 2023, at the City manager's request, the Contractor shall prepare written recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Contractor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the City manager for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Contractor under this Agreement.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Contractor outside of the City offices, then Contractor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Contractor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Contractor, but separately or providing same to the City for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be borne by the Contractor.

1.23 Special Assessments:

The Contractor is responsible for determination and conducting the preparation of special assessment rolls for City projects such as streets and meterless parking. The Contractor shall work with City departments and staff in the gathering and preparation of special assessments, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Contractor shall commence performance of the services herein required on May 1, 2023. Unless sooner terminated, this Agreement shall, by its terms, expire April 30, 2024.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Contractor shall immediately deliver to the City copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of the Contractor to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and the Contractor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. City shall be entitled to damages from Contractor for any information, materials or documents which are turned over to City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City desires to have the Contractor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term, being April 1, 2024.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from May 1, 2022 - April 30, 2023, unless sooner canceled or terminated under the provisions of Section II herein, the City agrees to pay to the Contractor for performance of the Basic Services set forth in Section I of this Agreement as follows:

During the period May 1, 2023 through April 30, 2024, the sum of \$102,480 at a rate of \$8,540 per month.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, City shall pay Contractor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Contractor and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Contractor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

4.2 Office Equipment:

The City shall provide the Contractor with appropriate tax parcel maps, office space and furniture, telephone, personal computer, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Contractor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Contractor will not have exclusive use of such equipment.

The Contractor shall have access, including remote access, to the City's computer network for the use of the following software products: BS&A, Microsoft Office, ARC Gis, and other applications already in use by the City Assessor's office. The City's Internet website will also have available on-line to the Contractor and the public the property record cards, digital photographs and tax payment information. The Contractor shall not download or upload any software to the City's network, except with the City's prior written approval. The Contractor shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by the Contractor without prior written consent of the City. Further, Contractor shall be liable for any act of negligence on the part of the Contractor in creating or causing an adverse consequence to the City's computer network.

The Contractor agrees that City equipment shall be used only for the purposes of fulfilling Contractor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals necessary to fulfill the Contractor's duties under this Agreement. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes, disks or any other generally accepted medium of methods that ensure the recovery of data. Any data loss not due to the negligence of the Contractor as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall continue the maintenance of tax maps through their GIS office and cooperation with Jackson County GIS in the maintenance of the parcel layer. Contractor will, when applicable, request approval from the Michigan Department of Treasury for continuation of computerized tax roll system.

4.5 Office Supplies:

The City shall provide the Contractor with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Contractor's responsibilities hereunder.

4.6 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims, full Tax Tribunal hearings, and all other legal matters that are of proper concern to the City, should the need arise.

4.7 Staffing Levels:

The City shall maintain a staffing level at a minimum of 4 FTE's to ensure the assessing office has adequate staff to complete the 20% reappraisal program and daily processing of documents, permit's and special assessments.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by the Contractor as herein contemplated, the City may request and the Contractor shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of the Contractor's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Contractor:

In the fulfillment of the services provided herein the Contractor and its employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

The Contractor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Contractor, or its employees, agents or officers as will protect him and the City from claims (including claims under the Workers' Compensation Acts) for bodily injury, death or property damage that may arise from its negligence or that of its employees in the performance of services under this Agreement or failure to properly perform its duties as described herein. The Contractor shall save the City harmless and defend and indemnify the City from any claims for bodily injury, death or property damage that may arise due to its acts or negligence or that of its employees in the performance of services under this Agreement or that arise from his error or omission to properly perform its duties as described herein. Contractor shall, however, have no liability arising out of adjustments to assessments or other actions by Contractor, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Contractor established the assessment pursuant to professional assessment standards. The insurance policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide that the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Contractor shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with the Contractor is based in part on the perceived expertise and ability of the Contractor, it is agreed that the Contractor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent the Contractor from employing such employees or agents, as Contractor shall deem reasonably necessary to assist it in the performance of its obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the appointed assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Contractor shall provide the City, at its expense, a certified Level II Contractor to perform any and all such functions as required by this Agreement for the complete term of the appointed assessor's absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Contractor designee named to "fill-in" for the contracted assessor for a period exceeding two (2) calendar months (60 days)..

6.4 Professional Standards:

The Contractor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Contractor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Contractor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Contractor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing prepared by the Contractor are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Contractor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Contractor without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. The Contractor shall act and preserve the confidentiality of all City documents and data accessed for use in Contractor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Attorney's office for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Contractor under this Agreement or the termination of the Agreement for any reason.

6.9 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Jackson and the State of Michigan.

6.10 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Jackson's City Council and Quality Assessing Services LLC. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said City Council and said Contractor.

6.11 Covenant Not To Discriminate:

Contractor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Contractor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

City of Jackson:

By: _____
_____, City Manager

By: _____
_____, City Clerk

Quality Assessing Services LLC.

By: _____
Jason Yoakam Owner

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 11, 2023
SUBJECT: **Change Order No. 1 to the Contract for the Repainting of Four Clarifiers and Miscellaneous Repairs contract with Blastek, LLC**

Recommendation:

Approval of Change Order No. 1, to the Repainting of Four Clarifiers and Miscellaneous Repairs contract with Blastek LLC, in the increased amount of \$43,642, any funds in excess of the City Local Recovery Funds under the American Rescue Plan Act will be funded with Water System Funds, and authorize the City Manager and Director of Public Works to execute the appropriate document.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: April 11, 2023

RECOMMENDATION: **Approval of Change Order No. 1, to the Repainting of Four Clarifiers and Miscellaneous Repairs contract with Blastek LLC, in the increased amount of \$43,642, any funds in excess of the City Local Recovery Funds under the American Rescue Plan Act will be funded with Water System Funds, and authorize the City Manager and Director of Public Works to execute the appropriate document.**

SUMMARY

The attached Change Order No. 1 for the contract with Blastek, LLC for the Repainting of Four Clarifiers and Miscellaneous Repairs factors in additional cost for the repairs of two structural beams located in the Primary Clarifier on the East Train. This would replace line 1 of the Contract for catwalk beam replacement- Primary Clarifier East (2 Beams), and keep the balance in the project until the West Train is completed.

BUDGETARY CONSIDERATIONS

The additional contract costs for the Repainting of Four Clarifiers and Miscellaneous Repairs contract with Blastek, LLC is to be increased in the amount of \$43,642 any funds on excess of the previously allocated City Local Recovery Funds under the American Rescue Plan Act (ARPA) will be funded with Water System Funds. The goal of the project is to stay on or below budget and this change in the contract would aid in achieving this.

HISTORY, BACKGROUND and DISCUSSION

On August 9, 2022, City Council awarded the contract to Blastek, LLC of Middleville, MI for the Repainting of Four Clarifiers and Miscellaneous Repairs in the amount of \$1,135,750. This contract included the repainting of four clarifiers and miscellaneous structural repairs needed to utilize these clarifiers in the treatment process of the City's water supply.

DISCUSSION OF THE ISSUE

During the initial inspection by Dixon Engineering in 2020, they had recommended the replacement of East Primary Clarifier's two catwalk beams. After blasting the clarifier and the inspection by Dixon Engineering's structural engineer it was determined, the beams could be repaired up to the specified standards and this would be more cost effective than the full replacement of the beams, and provide the same life expectancy as the full replacement of the beams.

This change order for the project will include the repairs to the beams, skirt repair at launderer openings, seal weld bearing plates, transverse angle weld, channel replacement, replace 'e' nuts and bolts, and remove the two existing shims and install new shims.

As Blastek continues to proceed with this project, it is yet to be determined if the West Train Primary Clarifiers beams would need to be fully replaced or if they could be repaired, this determination will be made after the blasting and Dixon completes the inspection of the blasted metal.

The overall contract amount would be increased in the amount of \$43,642 bringing the total contract cost to \$1,179,392, any amount over the ARPA funding allocated will be funded with Water System Funds. These improvements will aid in the overall cost and time saving of this project to insure we can continue to produce safe and clean drinking water to all of the City of Jackson's customers.

POSITIONS

Public Works recommends approval of Change Order No. 1 to the Contact for Repainting of Four Clarifiers and Miscellaneous Repairs, at a increased amount of \$43,642 and authorize the City Manager and Director of Public Works to sign the appropriate contract document.

ATTACHMENTS

April 11, 2023

**CHANGE ORDER NO. 1
TO CONTRACT FOR
REPAINTING OF FOUR CLARIFIERS AND MISCELLANEOUS REPAIRS**

The parties hereby agree that the following additional information and changes shall become a part of the contract documents, plans and specifications of the above-named contract.

ORIGINAL AGREEMENT: \$1,135,750.00
CHANGE ORDER NUMBER 1: \$ 43,642.00

REASON FOR CHANGE ORDER:

Beam repair, skirt repair at launderer openings, seal weld bearing plates, transverse angle weld, channel replacement, replace e nuts and bolts, and remove the two existing shims and install new shims per the attached Bulletin No. 1.

NEW CONTRACT AMOUNT INCLUDING CHANGE ORDER 1: \$1,179,392.00

PREPARED BY:

Nick Mangas, Water Treatment Plant Supervisor

Date

ACCEPTED BY:

Eric Waddell, President Blastek LLC

Date

DEPARTMENT HEAD:

Mike Osborn, Director of Public Works

Date

ACCEPTED BY:

Jonathan Greene, City Manager

Date

Section 00 63 63 - CHANGE ORDER NO. 1

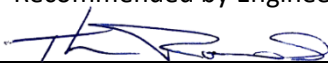
Owner:	City of Jackson, Michigan	Owner's Project No.:	
Engineer:	Dixon Engineering, Inc.	Engineer's Project No.:	22-38-04-21/22/23/24
Contractor:	Blastek, LLC	Contractor's Project No.:	
Project:	Water Treatment Plant		
Contract Name:	Repaint 4 Clarifiers and Miscellaneous Repairs		
Date Issued:	February 20, 2023	Effective Date of Change Order:	February 20, 2023

The Contract is modified as follows upon execution of this Change Order:

Description: Beam repair, Skirt repair at launderer openings, seal weld bearing plates, transverse angle weld, Channel replacement, Replace nuts and bolts, and Remove the two existing shims and install new shims per the attached Bulletin No. 1

Attachments: **Bulletin No. 1**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>1,135,750</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,135,750</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Increase this Change Order: \$ <u>43,642</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>1,179,392</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>

Recommended by Engineer (if required)	Authorized by Owner
By: <u></u>	_____
Title: <u>Project Manager</u>	_____
Date: <u>February 20, 2023</u>	_____
Authorized by Contractor	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Section 00 63 57 - Change Order Price Request Form
Jackson, Michigan
Repaint 4 Clarifiers
And Miscellaneous Repairs
Contract No. 22-38-04-21/22/23/24

February 3, 2023
Bulletin No. 1

Provide prices for the following:

All work is for the East Primary Clarifier.

- 1) Beam repair #1: Install a reinforcement plate on the bottom flange of the support bridge beam. See attached drawing for location of Beam Repair #1. See Drawing 01 for repair details.
- 2) Beam repair #2: Install a reinforcement plate on the top of the bottom flange of the horizontal support beam. See attached drawing for location of Beam Repair #2. See Drawing 02 for repair details.
- 3) Skirt repair at launderer openings: Cut the corroded steel and replace with an in-line $\frac{1}{4}$ inch steel plate. Weld plate flush with the surrounding steel using a full penetration groove weld.
- 4) Seal weld bearing plates: Abrasive blast clean the gap between the beams and the bearing plates. Seal weld to eliminate the gap.
- 5) Transverse angle weld: Seal weld the transverse angles to the skirt. Grind the existing corroded/damaged weld and install $\frac{1}{4}$ inch filler plate as needed. Welds to be $\frac{1}{4}$ " fillet seal welds.
- 6) Channel replacement: Replace the deteriorated channel at the walkway. Remove the existing channel and grind all connection points flush. The new channel is to be C4x 5.4. Welds to be $\frac{1}{4}$ " fillet seal welds.
- 7) Replace nuts and bolts: Replace 16 nuts and bolts at the connections at the ends of the I-beams. Locations to be determined by the Engineer. The nuts and bolts are to be carbon steel. Size is to match the existing. Install washers as needed.

James?
8) Shims: Remove the two existing shims from under the bridge beams. Cut the existing bolts flush with the concrete. Install new shim plates under the beams to bring the top of the beams up to the original position. Total shim height is estimated at 1 1/4", verify in field. Seal weld connection point. Welds to be full penetration.

forty three thousand six hundred & forty-two \$ 43,642.00

Erin Waddell
Contractor Signature

21-14-2023
Date 2/14/2023

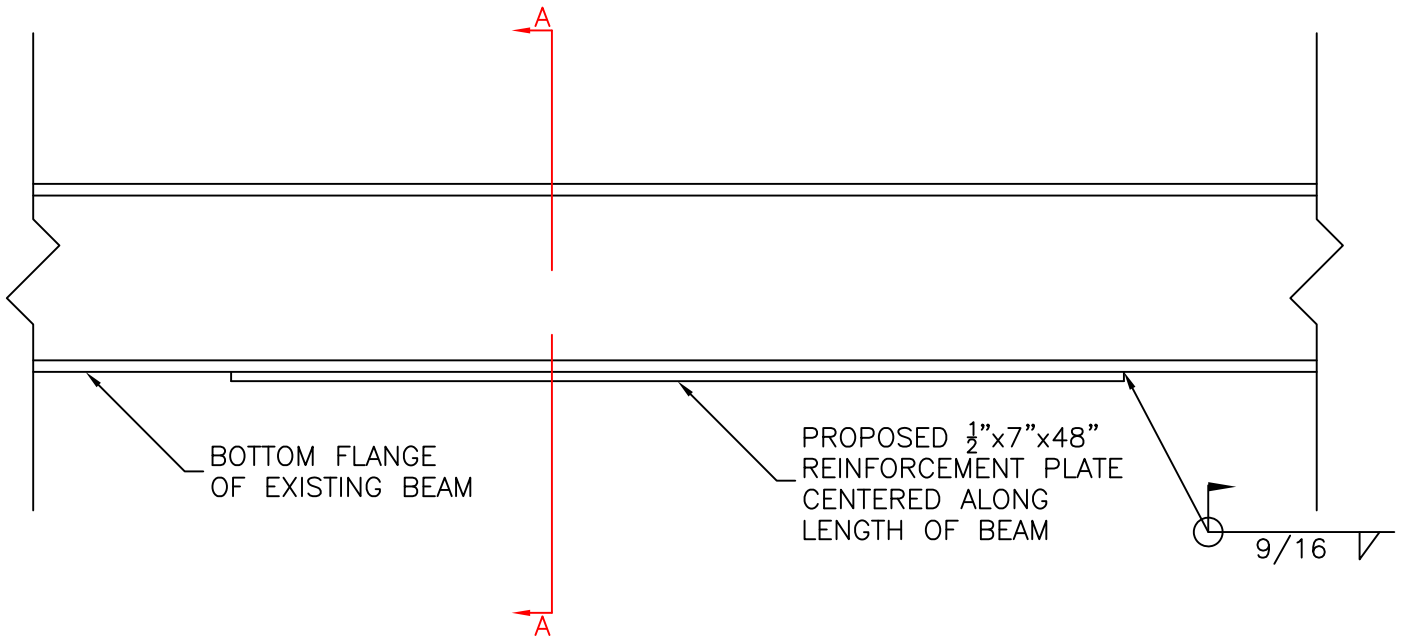
See Attached sheet for Assumptions

NOTE

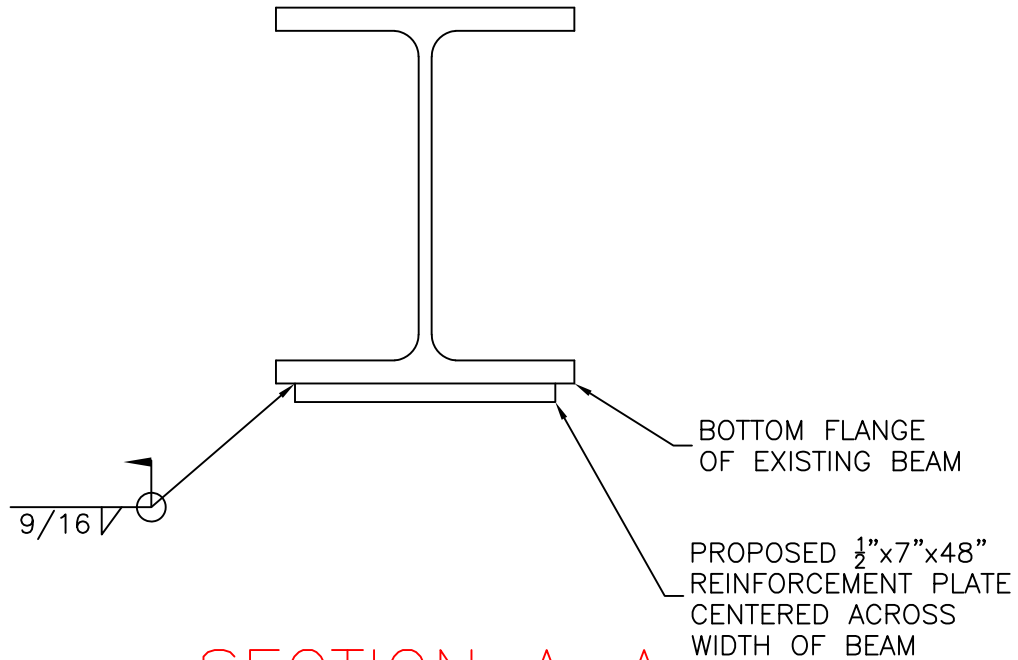
8

Determine SHIM thickness, if necessary
Weld shims together to obtain thickness
Seal weld and COAT prior to installation -
Tack weld shim to beam and repair
welds with coating.

TR 2/17/2023




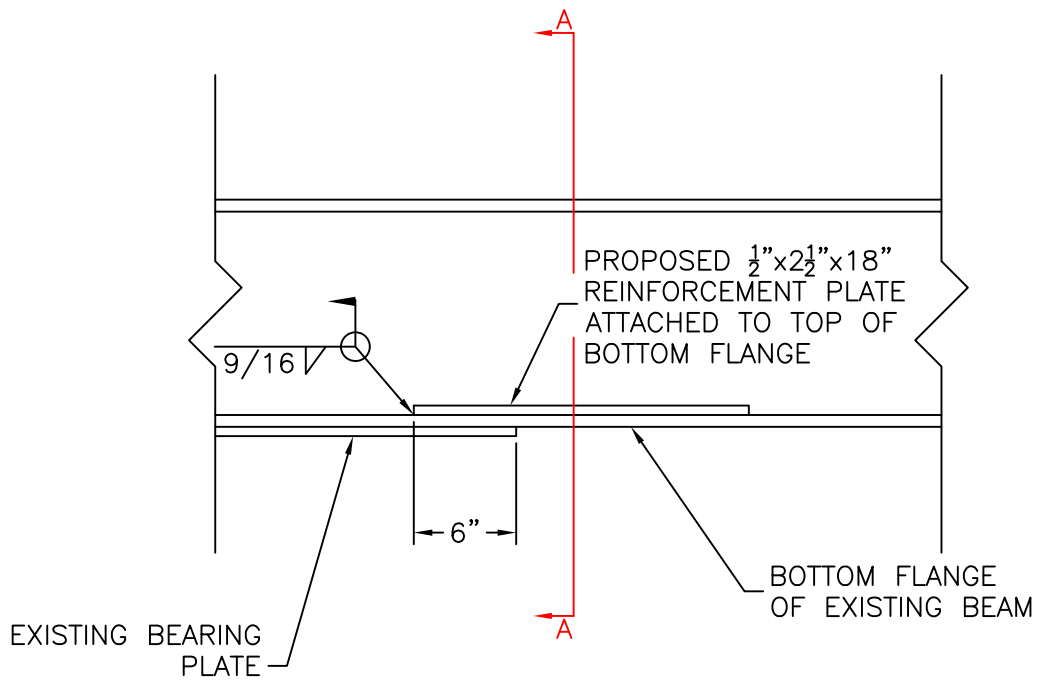
SIDE VIEW OF BEAM



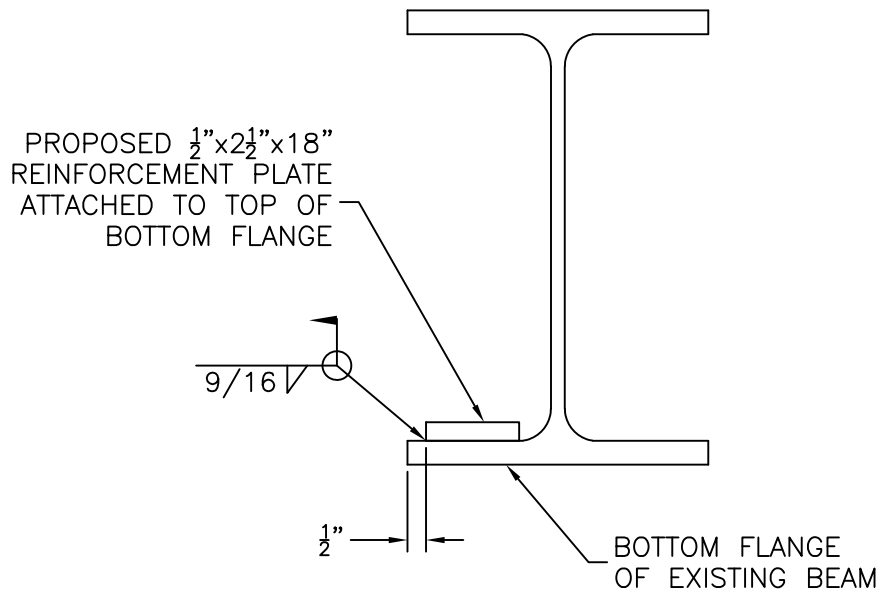
SECTION A-A

Note: Drawing not to scale.

	
East Clarifier - Jackson, MI	
Beam Repair #1	
Drawn By	Page 149 of 212-
Checked By: JVR	DWG: 01



SIDE VIEW OF BEAM



SECTION A-A

Note: Drawing not to scale.

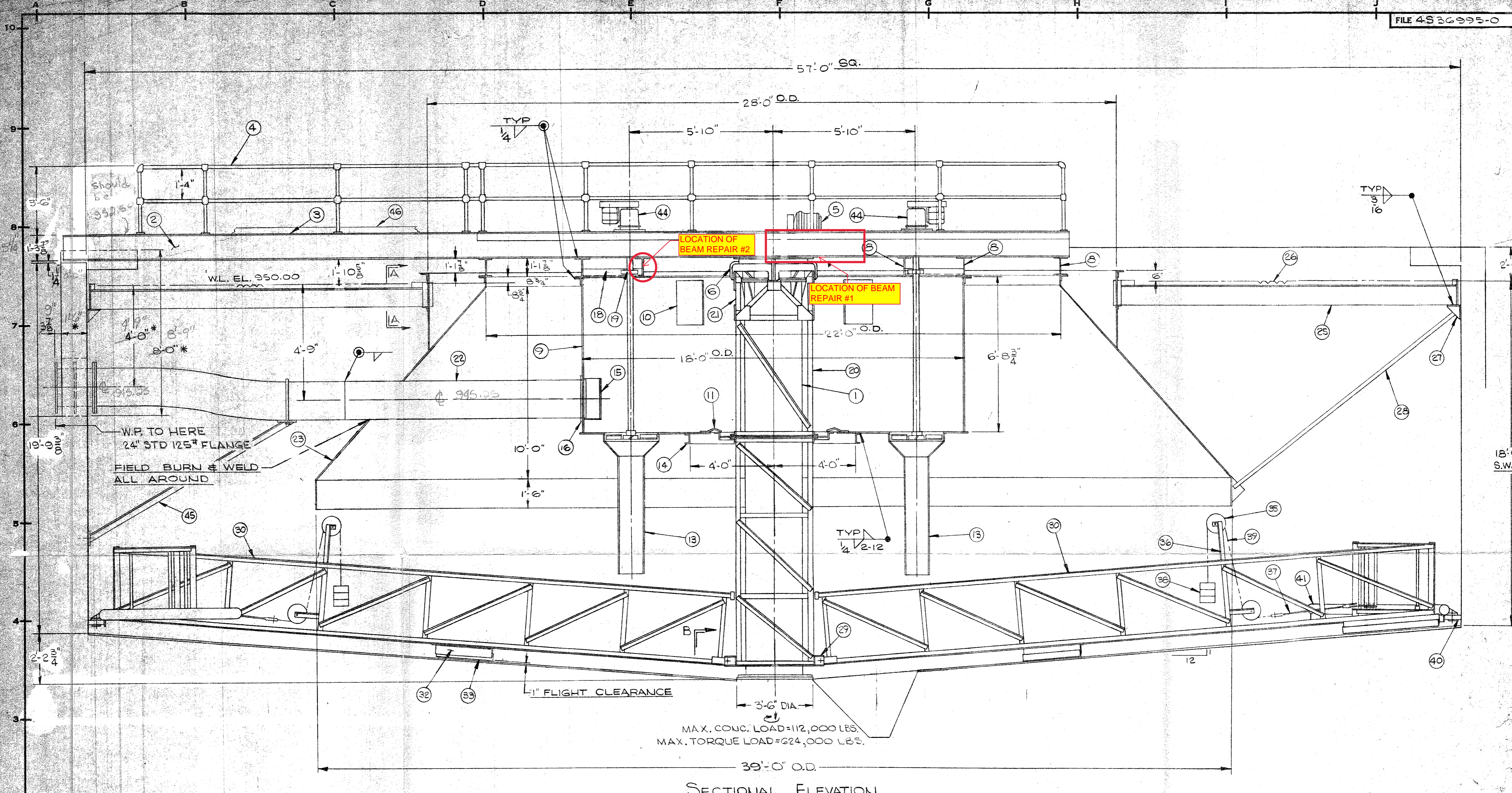


East Clarifier - Jackson, MI

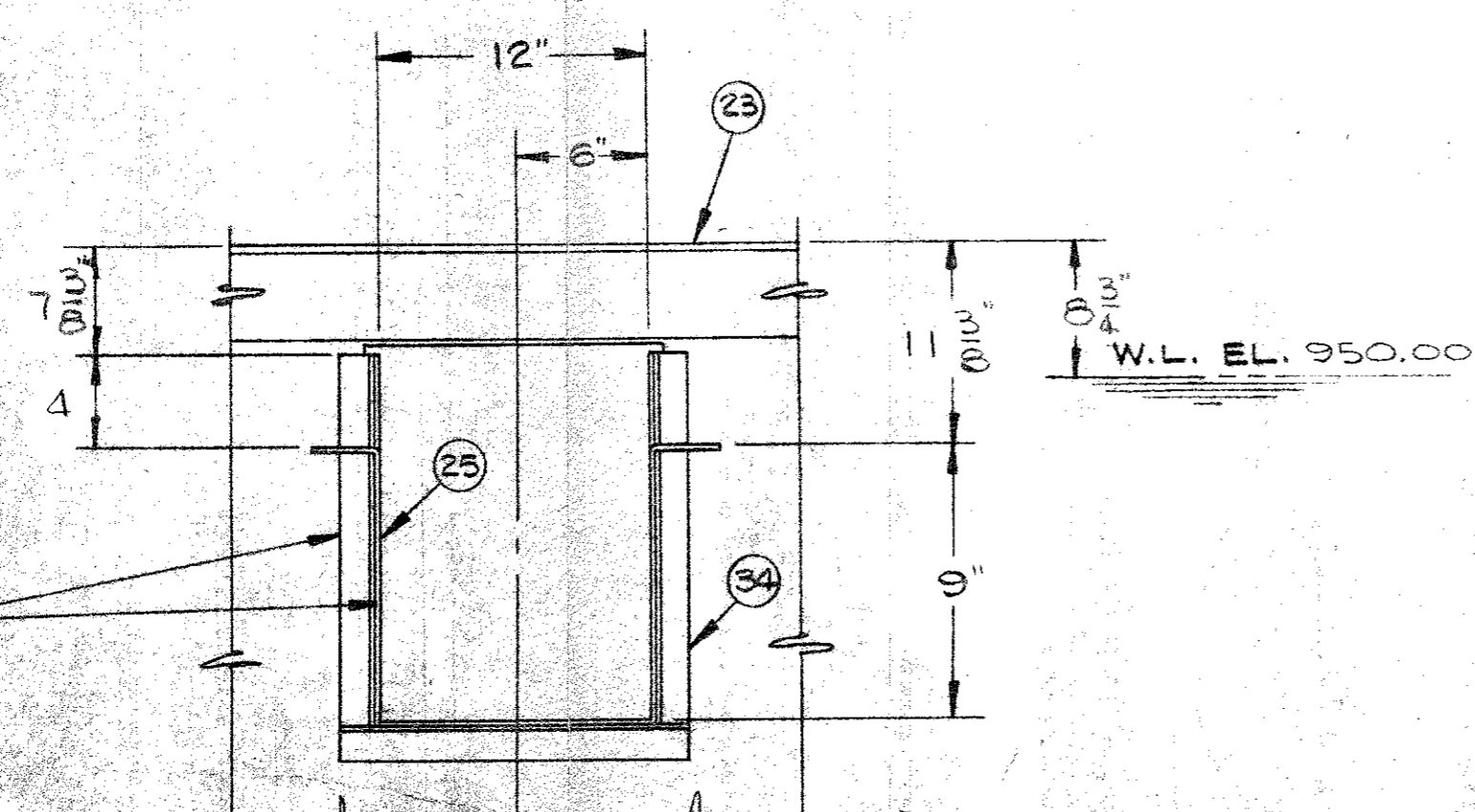
Beam Repair #2

Drawn By Page 150 of 212

Checked By: JVR | DWG: 02



SECTIONAL ELEVATION



SECTION A-A
SCALE 1/2" = 1'-0"

SUBSTITUTION OF CINCH ANCHORS, EXPANSION SHIELDS, STUDS SET WITH A STUD DRIVER OR THE LIKE, IN PLACE OF ANCHOR BOLTS PROVIDED BY WALKER PROCESS EQUIPMENT WHICH ARE INTENDED TO BE POURED IN THE CONCRETE, WILL BE DONE AT THE CONTRACTOR'S RISK.

CONFIRM ALL DIMENSIONS

*ESTABLISH OR CONFIRM THESE DIMENSIONS

SHEET 1 OF 2

NO.		REVISIONS	DATE	THIS DRAWING IS THE PROPERTY OF WALKER PROCESS EQUIPMENT AND IS TO BE USED ONLY IN CONNECTION WITH THE PERFORMANCE OF WORK BY WALKER PROCESS EQUIPMENT. REPRODUCTION IN WHOLE OR IN PART FOR ANY OTHER PURPOSE IS EXPRESSLY FORBIDDEN.	DATE	BY	WALKER PROCESS EQUIPMENT DIVISION OF CHICAGO BRIDGE & IRON CO. AURORA, ILL., U.S.A. PRIMARY CLARIFIER ASSEMBLY CIRCULAR CLARIFLOW - HC-RSX JACKSON, MICHIGAN CONTRACT 74W005W FILE 4536995-0
DRAWN		12-20-73	O.S.				
CHECKED							
APPR.							
SCALE		3/8" = 1'-0"					

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 11, 2023
SUBJECT: **Change Orders to the Contracts funded by the State and Local Fiscal Recovery Funds under the American Rescue Plan Act to incorporate the Uniform Guidance Language to comply with Federal Guidelines.**

Recommendation:

Approve the contract change orders for the projects to be funded by the State and Local Fiscal Recovery Funds under the American Rescue Plan Act to incorporate the Uniform Guidance Language for Procurement and Contracts to comply with Federal Guidelines, with no monetary change in the contract amounts and authorize the City Manager and Department Heads to execute the appropriate documents.

Change Order	Contractor	Project Name
#1	J. Ranck Electric Inc.	Jackson WWTP SCADA Improvements
#1	Monroe Plumbing & Heating Co.	Water Treatment Plant Sodium Hydroxide System Imp.
#1	Cochran Electric Co.	Electrical for Lead Line Replacement
#1	Northwoods Plumbing LLC	Plumbing for Lead Line Replacement
#2	Blastek LLC	Repainting of Four Clarifiers and Misc. Repairs
#2	R.W. Mercer Company	Fire Station 2 Building Remodel

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Chandra Willinger, Public Works/Utilities Fiscal Supervisor
DATE: April 11, 2023

RECOMMENDATION: Approve the contract change orders for the projects to be funded by the State and Local Fiscal Recovery Funds under the American Rescue Plan Act to incorporate the Uniform Guidance Language for Procurement and Contracts to comply with Federal Guidelines, with no monetary change in the contract amounts and authorize the City Manager and Department Heads to execute the appropriate documents.

SUMMARY

Upon the review of the construction contract documents for the following awarded contracts, Guidehouse the City's consultant for the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) determined the contracts were lacking necessary language requirements for the Federal Reporting and Compliance. For these contracts to meet the Federal Guidelines it was determined, the best course of action was to issue change orders for each of the contracts incorporating the Uniform Guidance Language.

BUDGETARY CONSIDERATIONS

As these change orders are only to incorporate the Uniform Guidance Language for SLFRF Procurement and Contracts to align with the Federal Guidelines, for Reporting & Compliance there is no monetary change in the amounts of the awarded contracts.

HISTORY, BACKGROUND and DISCUSSION

The following contracts were previously awarded in 2022 by City Council for capital improvement projects to be funded with the SLFRF under ARPA.

Contractor	Project Name	Awarded
J. Ranck Electric Inc.	Jackson WWTP SCADA Improvements	9/27/2022
Monroe Plumbing & Heating Co.	Water Treatment Plant Sodium Hydroxide System Imp.	1/10/2022
Cochran Electric Co.	Electrical for Lead Line Replacement	7/13/2022
Northwoods Plumbing LLC	Plumbing for Lead Line Replacement	7/13/2022
Blastek LLC	Repainting of Four Clarifiers and Misc. Repairs	8/9/2022
R.W. Mercer Company	Fire Station 2 Building Remodel	8/9/2022

DISCUSSION OF THE ISSUE

Upon review of the of the contract language in the awarded contracts by Guidehouse the City's consultant for the SLFRF under ARPA in Reporting and Compliance, it was determined that these contracts were lacking necessary language requirements to meet the Federal Guidelines. For these contracts to meet the Federal Guidelines for Reporting and Compliance it was determined, the best course of action was to issue change

orders for each of the contracts incorporating the Uniform Guidance Language for SLFRF Procurement and Contracts. There is no monetary change in the awarded contracts as these change orders are only to incorporate the Uniform Guidance Language.

Change Order	Contractor	Project Name
#1	J. Ranck Electric Inc.	Jackson WWTP SCADA Improvements
#1	Monroe Plumbing & Heating Co.	Water Treatment Plant Sodium Hydroxide System Imp.
#1	Cochran Electric Co.	Electrical for Lead Line Replacement
#1	Northwoods Plumbing LLC	Plumbing for Lead Line Replacement
#2	Blastek LLC	Repainting of Four Clarifiers and Misc. Repairs
#2	R.W. Mercer Company	Fire Station 2 Building Remodel

POSITIONS

Approve the following contract change orders for the projects to be funded by the SLFRF under ARPA to incorporate the Uniform Guidance Language for Procurement and Contracts to comply with Federal Guidelines, with no monetary change in the contract award and authorize the City Manager and Department Heads to execute the appropriate documents.

ATTACHMENTS

**CHANGE ORDER NO. 1
To Contract for
Jackson WWTP SCADA 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	\$910,204.00
CHANGE ORDER NO. 1	\$0.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$910,204.00

REASON FOR CHANGE ORDER:

1. Incorporate the Uniform Guidance Language for State and Local Fiscal Recovery Funds (SLFRF) under American Rescue Plan Act (ARPA) Procurement and Contracts to comply with Federal Guidelines. The change order Uniform Guidance Language has been attached, as the intention of this change order is not to increase the scope of the project but only to revise the contract language, there should be no impact on the overall contract costs.
2. The City is funding this contract using the following funding:
 - a. SLFRF
 - b. City's Sewer System Funds

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Jordan Wilcox, Contracts Manager
J. Ranck Electric, Inc.

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

**CHANGE ORDER NO. 1
To Contract for
Water Treatment Plant Sodium Hydroxide System 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
CHANGE ORDER NO. 1	\$0.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$395,000.00

REASON FOR CHANGE ORDER:

1. Incorporate the Uniform Guidance Language for State and Local Fiscal Recovery Funds (SLFRF) under American Rescue Plan Act (ARPA) Procurement and Contracts to comply with Federal Guidelines. The change order Uniform Guidance Language has been attached, as the intention of this change order is not to increase the scope of the project but only to revise the contract language, there should be no impact on the overall contract costs.
2. The City is funding this contract using the following funding:
 - a. SLFRF
 - b. City's Water System Funds

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Karol Straub, President
Monroe Plumbing & Heating Co.

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

**CHANGE ORDER NO. 1
To Contract for
Electrical for Lead Service Line Replacement
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	\$187,250.00
CHANGE ORDER NO. 1	\$0.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$187,250.00

REASON FOR CHANGE ORDER:

1. Incorporate the Uniform Guidance Language for State and Local Fiscal Recovery Funds (SLFRF) under American Rescue Plan Act (ARPA) Procurement and Contracts to comply with Federal Guidelines. The change order Uniform Guidance Language has been attached, as the intention of this change order is not to increase the scope of the project but only to revise the contract language, there should be no impact on the overall contract costs.
2. The City is funding this contract using the following funding:
 - a. SLFRF
 - b. City's Water System Funds

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Robyn Steffen, Vice President
Cochran Electric Co.

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

**CHANGE ORDER NO. 1
To Contract for
Plumbing for Lead Service Line Replacement
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	\$156,250.00
CHANGE ORDER NO. 1	\$0.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$156,250.00

REASON FOR CHANGE ORDER:

1. Incorporate the Uniform Guidance Language for State and Local Fiscal Recovery Funds (SLFRF) under American Rescue Plan Act (ARPA) Procurement and Contracts to comply with Federal Guidelines. The change order Uniform Guidance Language has been attached, as the intention of this change order is not to increase the scope of the project but only to revise the contract language, there should be no impact on the overall contract costs.
2. The City is funding this contract using the following funding:
 - a. SLFRF
 - b. City's Water System Funds

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Steve Sinden, Owner
Northwoods Plumbing LLC

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

CHANGE ORDER NO. 2
To Contract for
Repainting of Four Clarifiers and Miscellaneous Repairs
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	\$1,135,750.00
CHANGE ORDER NO. 1	\$43,642.00
CHANGE ORDER NO. 2	\$0.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$1,179,392.00

REASON FOR CHANGE ORDER:

1. Incorporate the Uniform Guidance Language for State and Local Fiscal Recovery Funds (SLFRF) under American Rescue Plan Act (ARPA) Procurement and Contracts to comply with Federal Guidelines. The change order Uniform Guidance Language has been attached, as the intention of this change order is not to increase the scope of the project but only to revise the contract language, there should be no impact on the overall contract costs.
2. The City is funding this contract using the following funding:
 - a. SLFRF
 - b. City's Water System Funds

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Eric Waddell, President
Blastek, LLC

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

**CHANGE ORDER NO. 2
To Contract for
Fire Station 2 Building Remodel
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	\$646,040.00
CHANGE ORDER NO. 1	\$40,071.00
CHANGE ORDER NO. 2	\$0.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$686,111.00

REASON FOR CHANGE ORDER:

1. Incorporate the Uniform Guidance Language for State and Local Fiscal Recovery Funds (SLFRF) under American Rescue Plan Act (ARPA) Procurement and Contracts to comply with Federal Guidelines. The change order Uniform Guidance Language has been attached, as the intention of this change order is not to increase the scope of the project but only to revise the contract language, there should be no impact on the overall contract costs.
2. The City is funding this contract using the following funding:
 - a. SLFRF

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Tracy Saylor, Vice President
R.W. Mercer Company

Date:

ACCEPTED BY:

Elmer J. Hitt, Director of Police & Fire Services

Date

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

Uniform Guidance Language for SLFRF Procurement and Contracts

This document is intended to be used as a language guide for SLFRF compliance in the procurement and contracting of projects funded through the American Rescue Plan Act.

Procurement Language Requirements

Procurement of recovered materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems produced by Huawei Technologies Company or ZTE Corporation

The Contractor acknowledges that they are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, and to the greatest extent practicable under a Federal award, the Contractor shall purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must

be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contract Language Requirements

Remedies to Contract Violation or Breaches

The City of Jackson may avail itself of any remedy in law or equity, including, but not limited to:

- a. In the event the City of Jackson determines the Work provided for in this Contract will not be satisfactorily completed within the time limit, the City of Jackson may furnish additional labor and material if necessary and render such other assistance as it may deem advisable for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings. Remedies for Contractor violation stated elsewhere in this document are in addition to those stated in this paragraph.
- b. The City of Jackson may also suspend or terminate this Contract, in whole or in part, if the Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City of Jackson may declare the Contractor ineligible for any further participation in the City of Jackson contracts, in addition to other remedies as provided by law.

Contracts over \$10,000:

Termination for cause or convenience

The City of Jackson may terminate this Agreement for cause or convenience (i.e., for any reason or no reason) and at any time upon giving 30 days' prior written notice to the other party. Such termination will be effective on the date stated in the notice.

Contracts over \$100,000:

Anti-lobbying Amendment

The Contractor acknowledges that they must file the required certification to be compliant with the Byrd Anti-Lobbying Amendment for any award exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contact Work Hours and Safety Standards Act

The Contractor acknowledges that if the contract is for more than \$100,000 and involves the employment of mechanics or laborers, the Contractor must be in compliance with the

Contact Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contracts over \$150,000:

Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contracts over \$250,000:

Remedies and Penalties for Breach of Contract

The City of Jackson may avail itself of any remedy in law or equity, including, but not limited to:

- a. In the event the City of Jackson determines the Work provided for in this Contract will not be satisfactorily completed within the time limit, the City of Jackson may furnish additional labor and material if necessary and render such other assistance as it may deem advisable for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings. Remedies for Contractor violation stated elsewhere in this document are in addition to those stated in this paragraph.
- b. The City of Jackson may also suspend or terminate this Contract, in whole or in part, if the Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City of Jackson may declare the Contractor ineligible for any further participation in the City of Jackson contracts, in addition to other remedies as provided by law.

Construction contracts:

Equal Employment Opportunity Clause

The Contractor certifies that they do not discriminate in employment and personnel practices on the basis of race, sex, age, handicap, religion, national origin or any other basis prohibited by applicable law. Hiring, transferring and promotion practices are performed without regard to the above listed items.

Davis-Bacon Act

The Contractor acknowledges that contracts funded in part or in whole by Federal funds other than or in addition to SLFRF must be in compliance with the Davis-Bacon Act. The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on

federally funded or assisted contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 11, 2023
SUBJECT: **Change Order 3 to the Miscellaneous Construction contract with Bailey Excavating, Inc.**

Recommendation:

Approve Change Order 3 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of \$13,420.33 to balance contract quantities to match quantities placed in the field 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 3 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: April 11, 2023

RECOMMENDATION: Approve Change Order 3 to the Miscellaneous Construction contract with Bailey Excavating, Inc. in the increased amount of \$13,420.33 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Change Order 3 will balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

BUDGETARY CONSIDERATIONS

This change order represents an increase of \$13,420.33, bringing the current contract amount to \$531,194.64.

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.

On January 10, 2023, City Council approved Change Order No. 2 in the amount of \$89,248.97 for a storm sewer repair on Winthrop Avenue.

DISCUSSION OF THE ISSUE

Work for this contract is now substantially complete. As such, the attached balancing Change Order has been prepared to align contract quantities with quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

POSITIONS

I request approval of Change Order 3 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

**CHANGE ORDER NO. 3
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
APPROVED CHANGE ORDER NO. 2	\$ 89,248.97
CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$ 517,774.31
CHANGE ORDER NO. 3	\$ 13,420.33
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3	\$ 531,194.64

REASON FOR CHANGE:

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

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by 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 3
BALANCING CHANGE ORDER**

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
0002	2040020	Curb and Gutter, Rem	469.00	40.00	509.00	Ft	\$ 9.56	\$ 382.40	\$ -
0003	2040055	Sidewalk, Rem	299.00	111.00	410.00	Syd	\$ 8.92	\$ 990.12	\$ -
0005	2047001	Pavt Sawcut	649.00	230.50	879.50	Ft	\$ 3.75	\$ 864.38	\$ -
0006	2047011	Driveway Rem	10.00	74.00	84.00	Syd	\$ 11.34	\$ 839.16	\$ -
0007	2047011	HMA Surface, Rem, Modified	114.00	-4.00	110.00	Syd	\$ 9.12	\$ -	\$ (36.48)
0008	2047011	Pavt, Rem, Modified	456.00	63.00	519.00	Syd	\$ 12.54	\$ 790.02	\$ -
0009	2050031	Non Haz Contaminated Material Handling and Disp	20.00	-20.00	0.00	Cyd	\$ 50.00	\$ -	\$ (1,000.00)
0013	2080020	Erosion Control, Inlet Protection, Fabric Drop	27.00	-27.00	0.00	Ea	\$ 125.00	\$ -	\$ (3,375.00)
0014	2087050	Erosion Control, Inlet Protection, Grate Filter, Recta	21.00	-2.00	19.00	Ea	\$ 75.00	\$ -	\$ (150.00)
0016	3027011	Aggregate Base, 6 inch, 21AA, Modified	89.00	-89.00	0.00	Syd	\$ 9.58	\$ -	\$ (852.62)
0017	3027011	Aggregate Base, 8 inch, 21AA, Modified	372.00	188.00	560.00	Syd	\$ 13.35	\$ 2,509.80	\$ -
0018	3060020	Maintenance Gravel	80.00	70.81	150.81	Ton	\$ 25.00	\$ 1,770.25	\$ -
0019	4021231	Sewer Bulkhead, 15 inch	1.00	1.00	2.00	Ea	\$ 775.00	\$ 775.00	\$ -
0020	4021260	Trench Undercut and Backfill	20.00	-20.00	0.00	Cyd	\$ 35.00	\$ -	\$ (700.00)
0021	4027001	Sewer Backfill, Class II	217.00	-14.00	203.00	Ft	\$ 32.17	\$ -	\$ (450.38)
0022	4027001	Sewer, CI E, 12 inch	201.00	-93.00	108.00	Ft	\$ 72.44	\$ -	\$ (6,736.92)
0023	4027001	Sewer, CI E, 15 inch	11.00	-11.00	0.00	Ft	\$ 84.58	\$ -	\$ (930.38)
0024	4027001	Sewer, DI, 12 inch	5.00	-5.00	0.00	Ft	\$ 439.52	\$ -	\$ (2,197.60)
0025	4027001	Sewer, DI, 8 inch	20.00	66.00	86.00	Ft	\$ 109.70	\$ 7,240.20	\$ -
0026	4030040	Dr Structure Cover, Type G	4.00	-1.00	3.00	Ea	\$ 625.00	\$ -	\$ (625.00)
0027	4030280	Dr Structure, Adj, Add Depth	2.00	-2.00	0.00	Ft	\$ 750.00	\$ -	\$ (1,500.00)
0028	4030312	Dr Structure, Tap, 12 inch	3.00	4.00	7.00	Ea	\$ 475.00	\$ 1,900.00	\$ -
0029	4037050	Catch Basin Cover, Curb	11.00	1.00	12.00	Ea	\$ 995.00	\$ 995.00	\$ -
0031	4037050	Mh Cover, Std	1.00	1.00	2.00	Ea	\$ 775.00	\$ 775.00	\$ -
0033	4037050	Utility Structure Cover, Adj, Case 1, Modified	20.00	-17.00	3.00	Ea	\$ 675.00	\$ -	\$ (11,475.00)
0034	4037050	Utility Structure, Temp Lowering, Modified	4.00	-4.00	0.00	Ea	\$ 474.00	\$ -	\$ (1,896.00)
0035	5010025	Hand Patching	42.00	-40.00	2.00	Ton	\$ 400.00	\$ -	\$ (16,000.00)
0036	5010033	HMA, 13A	23.00	125.65	148.65	Ton	\$ 325.00	\$ 40,836.25	\$ -
0037	6020015	Conc Base Cse, Nonreinf, 6 inch	9.00	2.00	11.00	Syd	\$ 36.30	\$ 72.60	\$ -
0038	6020019	Conc Base Cse, Nonreinf, 8 inch	241.00	-241.00	0.00	Syd	\$ 44.00	\$ -	\$ (10,604.00)
0039	6020054	Conc Pavt, Misc, Nonreinf, 8 inch	98.00	-16.00	82.00	Syd	\$ 60.50	\$ -	\$ (968.00)
0040	6020100	Conc Pavt, Nonreinf, 6 inch	7.00	24.00	31.00	Syd	\$ 39.60	\$ 950.40	\$ -
0041	6020200	Joint, Contraction, Cp	32.00	13.00	45.00	Ft	\$ 24.20	\$ 314.60	\$ -
0042	6020512	Conc Pavt, Misc, Nonreinf, 8 inch, High Performanc	60.00	-60.00	0.00	Syd	\$ 60.50	\$ -	\$ (3,630.00)
0043	6027011	Conc Pavt, Decorative, Nonreinf, 8 inch	28.00	8.00	36.00	Syd	\$ 60.50	\$ 484.00	\$ -
0044	6030020	Joint, Contraction, Crg	148.00	-63.00	85.00	Ft	\$ 24.20	\$ -	\$ (1,524.60)
0045	6030021	Joint, Expansion, Erg	27.00	-27.00	0.00	Ft	\$ 24.20	\$ -	\$ (653.40)
0046	6030030	Lane Tie, Epoxy Anchored	80.00	-80.00	0.00	Ea	\$ 13.20	\$ -	\$ (1,056.00)
0047	8020002	Curb, Conc, Det E2	52.00	-19.50	32.50	Ft	\$ 28.60	\$ -	\$ (557.70)
0048	8020038	Curb and Gutter, Conc, Det F4	364.00	51.50	415.50	Ft	\$ 28.60	\$ 1,472.90	\$ -
0049	8030030	Curb Ramp Opening, Conc	116.00	-22.50	93.50	Ft	\$ 28.60	\$ -	\$ (643.50)
0050	8030044	Sidewalk, Conc, 4 inch	2,611.00	-549.50	2,061.50	Sft	\$ 3.74	\$ -	\$ (2,055.13)
0051	8030046	Sidewalk, Conc, 6 inch	108.00	1,260.00	1,368.00	Sft	\$ 4.40	\$ 5,544.00	\$ -
0052	8032002	Curb Ramp, Conc, 6 inch	431.00	173.00	604.00	Sft	\$ 8.80	\$ 1,522.40	\$ -
0053	8037001	Sidewalk, Grading	151.00	-6.00	145.00	Ft	\$ 25.00	\$ -	\$ (150.00)
0054	8037010	Brick Pavers, Rem and Salv	260.00	-146.00	114.00	Sft	\$ 6.34	\$ -	\$ (925.64)
0055	8037010	Reinstall Brick Pavers on Aggregate and Sand Bed	260.00	-146.00	114.00	Sft	\$ 25.00	\$ -	\$ (3,650.00)
0056	8100371	Post, Steel, 3 lb	52.00	4.00	56.00	Ft	\$ 17.45	\$ 69.80	\$ -
0058	8110041	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	77.00	-77.00	0.00	Ft	\$ 32.30	\$ -	\$ (2,487.10)
0059	8110153	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	57.00	-57.00	0.00	Ft	\$ 25.31	\$ -	\$ (1,442.67)
0060	8120012	Barricade, Type III, High Intensity, Double Sided, LI	8.00	12.00	20.00	Ea	\$ 145.00	\$ 1,740.00	\$ -
0061	8120013	Barricade, Type III, High Intensity, Double Sided, LI	8.00	12.00	20.00	Ea	\$ 10.00	\$ 120.00	\$ -
0065	8120110	High Intensity Light, Type B, Furn	4.00	-4.00	0.00	Ea	\$ 121.30	\$ -	\$ (485.20)
0066	8120111	High Intensity Light, Type B, Oper	4.00	-4.00	0.00	Ea	\$ 10.00	\$ -	\$ (40.00)
0072	8120350	Sign, Type B, Temp, Prismatic, Furn	1,064.00	-78.50	985.50	Sft	\$ 4.79	\$ -	\$ (376.02)

**ENG22-13 MISCELLANEOUS CONSTRUCTION
CHANGE ORDER NUMBER 3
BALANCING CHANGE ORDER**

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
0073	8120351	Sign, Type B, Temp, Prismatic, Oper	1,064.00	-78.50	985.50	Sft	\$ 0.39	\$ -	\$ (30.62)
0074	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	108.00	-6.00	102.00	Sft	\$ 4.23	\$ -	\$ (25.38)
0075	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	108.00	-6.00	102.00	Sft	\$ 0.41	\$ -	\$ (2.46)
0077	8167011	Turf Establishment, Performance	325.00	-1.99	323.01	Syd	\$ 7.76	\$ -	\$ (15.44)
0078	8197001	Conductor, THWN, in Conduit, 600 V, 1C, #6 AWG	15.00	-15.00	0.00	Ft	\$ 3.55	\$ -	\$ (53.25)
0079	8197001	Conduit, 3 inch, Sch 40/HDPE (Empty)	15.00	-15.00	0.00	Ft	\$ 12.33	\$ -	\$ (184.95)
0080	8197001	Equipment Grounding Conductor, in Conduit, 1C, #	15.00	-15.00	0.00	Ft	\$ 1.39	\$ -	\$ (20.85)
0081	8197050	Hand Hole, Polymer Conc, 11 inch x 18 inch (Open	1.00	-1.00	0.00	Ea	\$ 1,047.60	\$ -	\$ (1,047.60)
0082	8197050	Light, Decorative, Salvage	2.00	-2.00	0.00	Ea	\$ 518.10	\$ -	\$ (1,036.20)
0083	8230432	Gate Box, Adj, Case 1	2.00	-2.00	0.00	Ea	\$ 475.00	\$ -	\$ (950.00)
0084	8237001	Water Main Backfill, Class II	127.00	15.00	142.00	Ft	\$ 36.11	\$ 541.65	\$ -
0085	8237001	Water Main, 4 inch	12.00	-5.00	7.00	Ft	\$ 362.50	\$ -	\$ (1,812.50)
0086	8237001	Water Main, 8 inch	115.00	20.00	135.00	Ft	\$ 149.22	\$ 2,984.40	\$ -
0087	8237001	Water Service Pipe, Cu, 1 inch	35.00	6.00	41.00	Ft	\$ 51.68	\$ 310.08	\$ -
0098	8237050	Water Serv, Long, 1 inch	1.00	-1.00	0.00	Ea	\$ 4,250.00	\$ -	\$ (4,250.00)
0109	2087050	Erosion Control, Inlet Protection, Grate Filter, HMA	3.00	-3.00	0.00	Ea	\$ 125.00	\$ -	\$ (375.00)
0114	5010002	Cold Milling HMA Surface, HMA Patching	1,622.00	-64.00	1,558.00	Syd	\$ 8.42	\$ -	\$ (538.88)
0119	5010033	HMA, 13A, HMA Patching	183.00	6.51	189.51	Ton	\$ 145.51	\$ 947.27	\$ -
0189	8030010	Detectable Warning Surface	0.00	34.50	34.50	Ft	\$ 85.00	\$ 2,932.50	\$ -
0194	4027001	_ Sewer, CI E, 18 inch	0.00	9.00	9.00	Ft	\$ 150.00	\$ 1,350.00	\$ -
0199	4037050	_ Catch Basin, 24 inch dia	0.00	2.00	2.00	Ea	\$ 1,500.00	\$ 3,000.00	\$ -
0204	2030011	Dr Structure, Rem	0.00	2.00	2.00	Ea	\$ 995.00	\$ 1,990.00	\$ -
0209	2040080	Exploratory Investigation, Vertical , Pearl St	0.00	10.00	10.00	Ft	\$ 50.00	\$ 500.00	\$ -
0214	6020015	Conc Base Cse, Nonreinf, 6 inch Pearl St	0.00	253.00	253.00	Syd	\$ 36.30	\$ 9,183.90	\$ -
0269	3060020	Maintenance Gravel , Winthrop Ave	27.00	70.40	97.40	Ton	\$ 25.00	\$ 1,760.00	\$ -
0509	8167011	_ Turf Establishment, Performance, Winthrop Ave	263.00	2.00	265.00	Syd	\$ 7.76	\$ 15.52	\$ -
0584	4037050	_ Dr Reconstruct, Morrell St	0.00	1.00	1.00	Ea	\$ 995.00	\$ 995.00	\$ -
0589	8030010	Detectable Warning Surface , Morrell St	0.00	30.00	30.00	Ft	\$ 85.00	\$ 2,550.00	\$ -
0599	2047011	_ HMA Surface, Rem, Modified, Wildwood	0.00	40.00	40.00	Syd	\$ 9.12	\$ 364.80	\$ -
0604	6020100	Conc Pavt, Nonreinf, 6 inch , Wildwood	0.00	14.00	14.00	Syd	\$ 39.60	\$ 554.40	\$ -
Total:								\$ 102,937.80	\$ (89,517.47)

Net Change: \$ 13,420.33
Current Contract Amount: \$ 517,774.31
Revised Contract Amount: \$ 531,194.64

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 11, 2023
SUBJECT: Award a Contract to Red Cedar Consulting for Hazardous Materials Assessments and Emergency Asbestos Assessment and Abatement Services on an As-Needed Basis

Recommendation:

Award a contract to Red Cedar Consulting for hazardous materials assessments and emergency asbestos assessment and abatement services on an as-needed basis.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council award a contract to Red Cedar Consulting for hazardous materials assessments and emergency asbestos assessment and abatement services on an as-needed basis..

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Community Development Director

DATE: April 11, 2023

RECOMMENDATION: Award a Contract to Red Cedar Consulting for Hazardous Materials Assessments and Emergency Asbestos Assessment and Abatement Services on an As-Needed Basis

SUMMARY

Award a contract to Red Cedar Consulting for hazardous materials assessments and emergency asbestos assessment and abatement services on an as-needed basis.

BUDGETARY CONSIDERATIONS

Hazardous materials assessments are most often associated with properties pending demolition and part of the approved demolition budget.

HISTORY, BACKGROUND and DISCUSSION

On February 8, 2023, the Purchasing Department released a request for bids with the bid opening scheduled for February 21. The bid requested unit prices to perform hazardous materials surveys under the following categories:

- Structures under 2,000 square feet, per the City Assessor's records;
- Structures between 2,000 to 3,500 square feet, per the City Assessor's records; and
- Emergency testing with expedited (7 day) turnaround for report.

DISCUSSION OF THE ISSUE

As noted on the attached bid tabulation, Red Cedar Consulting's unit pricing across all categories was more than half the cost of the next low bidder. The City has enjoyed a good working relationship with Red Cedar for many years and find them to be responsive to all requests and timely in their report results. The initial contract is for one (1) year with the option to renew for five (5) years.

POSITIONS

Requested action is for City Council to award a contract to Red Cedar Consulting for hazardous materials assessments and emergency asbestos assessment and abatement services on an as-needed basis.

Attachment: Bid Tabulation

		Red Cedar Consulting	Environmental Testing and Consulting, Inc.	Professional Service Industries, Inc. (PSI)	The Mannik & Smith Group, Inc.
		228 W. Berry Ave. Lansing, MI 48910	38900 W. Huron River Dr. Romulus, MI 48174	45000 Helm Street, Suite 200 Plymouth, MI 48170	22365 Haggerty Road South, Suite 100 Canton, MI 48188
ITEM NO.	INDIVIDUAL STRUCTURES ON AS-NEEDED BASIS (Square footage as indicated by the Assessor's Records)	PER INSPECTION	PER INSPECTION	PER INSPECTION	PER INSPECTION
		The per inspection price quoted must be all-inclusive (survey, samples, reports, travel, postage, etc.)	The per inspection price quoted must be all-inclusive (survey, samples, reports, travel, postage, etc.)	The per inspection price quoted must be all-inclusive (survey, samples, reports, travel, postage, etc.)	The per inspection price quoted must be all-inclusive (survey, samples, reports, travel, postage, etc.)
1	Structure Under 2,000 square feet	\$ 625.00	\$ 1,350.00	\$ 1,750.00	\$ 2,625.00
2	Structure 2,000 – 3,500 square feet	\$ 675.00	\$ 1,650.00	\$ 2,250.00	\$ 2,625.00
3	Cost for Emergency Testing with 7-day turn around	\$ 675.00	\$ 2,100.00	\$ 2,700.00	\$ 3,650.00

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 11, 2023
SUBJECT: **Change Order 1 to the East Michigan Avenue Lead Service Line Replacements Contract with Bailey Excavating, Inc.**

Recommendation:

Approve Change Order 1 to the East Michigan Avenue Lead Service Line Replacements contract with Dunigan Brothers, Inc. in the decreased amount of \$393,666.33 to balance contract quantities to match quantities placed in the field 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 1 to the East Michigan Avenue Lead Service Line Replacements 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: April 11, 2023

RECOMMENDATION: Approve Change Order 1 to the East Michigan Avenue Lead Service Line Replacements contract with Dunigan Brothers, Inc. in the decreased amount of \$393,666.33 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Change Order 1 will balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

BUDGETARY CONSIDERATIONS

This change order represents a decrease of \$392,666.33, bringing the current contract amount to \$452,041.97.

HISTORY, BACKGROUND and DISCUSSION

On July 12, 2022, City Council approved the award of the contract to Dunigan Brothers, Inc. of Jackson, Michigan in the amount of \$844,708.30. The original contract was for the replacement of all active lead service lines on East Michigan Avenue from Cooper Street to the east City Limits.

DISCUSSION OF THE ISSUE

Work for this contract is now substantially complete. As such, the attached balancing Change Order has been prepared to align contract quantities with quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

POSITIONS

I request approval of Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

**CHANGE ORDER NO. 1
To Contract for
ENG22-12 East Michigan Avenue Lead Service Line Replacements**

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	\$ 844,708.30
CHANGE ORDER NO. 1	\$ (392,666.33)
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 452,041.97

REASON FOR CHANGE:

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

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Dunigan Brothers, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG22-12 EAST MICHIGAN AVENUE LEAD SERVICE LINE REPLACEMENTS

BALANCING CHANGE ORDER NUMBER 1

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
0001	1100001	Mobilization, Max 10%	1.00	0.00	1.00	LS	\$ 42,220.00	\$ -	\$ -
0002	2040020	Curb and Gutter, Rem	310.00	-253.00	57.00	Ft	\$ 9.30	\$ -	\$ (2,352.90)
0003	2040055	Sidewalk, Rem	428.00	-197.44	230.56	Syd	\$ 7.50	\$ -	\$ (1,480.80)
0004	2047001	_ Pavt Sawcut	2,134.00	-921.00	1,213.00	Ft	\$ 3.50	\$ -	\$ (3,223.50)
0005	2047011	_ Driveway, Rem	74.00	-47.00	27.00	Syd	\$ 7.50	\$ -	\$ (352.50)
0006	2047011	_ Pavt, Rem, Modified	1,209.00	-918.00	291.00	Syd	\$ 9.30	\$ -	\$ (8,537.40)
0007	2047021	_ Track Base, Rem	43.00	-22.00	21.00	Cyd	\$ 30.30	\$ -	\$ (666.60)
0008	2050031	Non Haz Contam Matl HandlingandDisp, L	10.00	-10.00	0.00	Cyd	\$ 59.30	\$ -	\$ (593.00)
0009	2087050	_ Erosion Control, Inlet Protection, Grate F	50.00	-30.00	20.00	Ea	\$ 110.10	\$ -	\$ (3,303.00)
0010	2087050	_ Erosion Control, Inlet Protection, Grate F	1.00	-1.00	0.00	Ea	\$ 110.10	\$ -	\$ (110.10)
0011	2090001	Project Cleanup	1.00	0.00	1.00	LS	\$ 6,530.00	\$ -	\$ -
0012	3027011	_ Aggregate Base, 6 inch, 21AA, Modified	1,209.00	-918.00	291.00	Syd	\$ 27.00	\$ -	\$ (24,786.00)
0013	3060020	Maintenance Gravel	50.00	-50.00	0.00	Ton	\$ 48.80	\$ -	\$ (2,440.00)
0014	5010025	Hand Patching	324.00	-264.32	59.68	Ton	\$ 274.70	\$ -	\$ (72,608.70)
0015	6020019	Conc Base Cse, Nonreinf, 8 inch	1,209.00	-921.00	288.00	Syd	\$ 52.20	\$ -	\$ (48,076.20)
0016	8010005	Driveway, Nonreinf Conc, 6 inch	74.00	-46.00	28.00	Syd	\$ 56.50	\$ -	\$ (2,599.00)
0017	8020038	Curb and Gutter, Conc, Det F4	310.00	-253.00	57.00	Ft	\$ 41.40	\$ -	\$ (10,474.20)
0018	8030044	Sidewalk, Conc, 4 inch	3,870.00	-1,915.00	1,955.00	Sft	\$ 6.30	\$ -	\$ (12,064.50)
0019	8030046	Sidewalk, Conc, 6 inch	165.00	-55.00	110.00	Sft	\$ 6.90	\$ -	\$ (379.50)
0020	8110153	Pavt Mrkg, Spray Thermopl, 4 inch, White	180.00	-180.00	0.00	Ft	\$ 11.60	\$ -	\$ (2,088.00)
0021	8110154	Pavt Mrkg, Spray Thermopl, 4 inch, Yellow	360.00	-360.00	0.00	Ft	\$ 11.60	\$ -	\$ (4,176.00)
0022	8120012	Barr, TypeIII, HighInten, DblSided, Ltd, Furn	24.00	-6.00	18.00	Ea	\$ 87.00	\$ -	\$ (522.00)
0023	8120013	Barr, TypeIII, HighInten, DblSided, Ltd, Oper	24.00	-6.00	18.00	Ea	\$ 5.80	\$ -	\$ (34.80)
0024	8120026	Pedestrian Type II Barricade, Temp	16.00	0.00	16.00	Ea	\$ 116.00	\$ -	\$ -
0025	8120035	Channelizing Device, 42 in, Fluor, Furn	450.00	-315.00	135.00	Ea	\$ 22.00	\$ -	\$ (6,930.00)
0026	8120036	Channelizing Device, 42 in, Fluor, Oper	450.00	-315.00	135.00	Ea	\$ 1.20	\$ -	\$ (378.00)
0027	8120140	Lighted Arrow, Type C, Furn	2.00	0.00	2.00	Ea	\$ 405.90	\$ -	\$ -
0028	8120141	Lighted Arrow, Type C, Oper	2.00	0.00	2.00	Ea	\$ 116.00	\$ -	\$ -
0029	8120170	Minor Traf Devices	1.00	0.00	1.00	LS	\$ 55,020.00	\$ -	\$ -
0030	8120310	Sign Cover	2.00	-2.00	0.00	Ea	\$ 23.20	\$ -	\$ (46.40)
0031	8120350	Sign, Type B, Temp, Prismatic, Furn	800.00	-315.00	485.00	Sft	\$ 2.30	\$ -	\$ (724.50)
0032	8120351	Sign, Type B, Temp, Prismatic, Oper	800.00	-315.00	485.00	Sft	\$ 1.20	\$ -	\$ (378.00)
0033	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	40.00	-40.00	0.00	Sft	\$ 8.10	\$ -	\$ (324.00)
0034	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	40.00	-40.00	0.00	Sft	\$ 1.20	\$ -	\$ (48.00)
0035	8120370	Traf Regulator Control	1.00	0.00	1.00	LS	\$ 5,220.00	\$ -	\$ -
0036	8167011	_ Turf Establishment, Performance	412.00	-165.83	246.17	Syd	\$ 11.00	\$ -	\$ (1,824.13)
0037	8237001	_ Water Service Pipe, Cu, 1 inch	1,030.00	-242.00	788.00	Ft	\$ 133.10	\$ -	\$ (32,210.20)
0038	8237001	_ Water Service Pipe, Cu, 2 inch	20.00	-20.00	0.00	Ft	\$ 233.90	\$ -	\$ (4,678.00)
0039	8237050	_ Bond Restoration	40.00	-22.00	18.00	Ea	\$ 506.80	\$ -	\$ (11,149.60)

ENG22-12 EAST MICHIGAN AVENUE LEAD SERVICE LINE REPLACEMENTS BALANCING CHANGE ORDER NUMBER 1

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
0040	8237050	_ Electrical Permit Acquisition and Complia	40.00	-22.00	18.00	Ea	\$ 191.40	\$ -	\$ (4,210.80)
0041	8237050	_ Plumbing Permit Acquisition and Complia	40.00	-22.00	18.00	Ea	\$ 145.00	\$ -	\$ (3,190.00)
0042	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 1-	39.00	-22.00	17.00	Ea	\$ 186.60	\$ -	\$ (4,105.20)
0043	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 2-	1.00	0.00	1.00	Ea	\$ 223.90	\$ -	\$ -
0044	8237050	_ Water Meter	40.00	-22.00	18.00	Ea	\$ 811.80	\$ -	\$ (17,859.60)
0045	8237050	_ Water Meter Acquisition and Radio Reac	40.00	-22.00	18.00	Ea	\$ 58.00	\$ -	\$ (1,276.00)
0046	8237050	_ Water Serv, 1 inch	2.00	-2.00	0.00	Ea	\$ 4,410.00	\$ -	\$ (8,820.00)
0047	8237050	_ Water Serv, Long, 1 inch	26.00	-14.00	12.00	Ea	\$ 6,265.00	\$ -	\$ (87,710.00)
0048	8237050	_ Water Serv, Long, 1-1/2 inch	1.00	0.00	1.00	Ea	\$ 7,775.00	\$ -	\$ -
0049	8237050	_ Water Serv, Retire	29.00	-25.00	4.00	Ea	\$ 933.00	\$ -	\$ (23,325.00)
0050	8237050	_ Water Service Verification	22.00	17.00	39.00	Ea	\$ 746.40	\$ 12,688.80	\$ -
0051	8237050	_ Water Service, Abandon, Two-inch Diam	40.00	-22.00	18.00	Ea	\$ 69.50	\$ -	\$ (1,529.00)
0056	8237001	_ Water Service Pipe, CU, 1 1/2 inch	0.00	14.00	14.00	Ft	\$ 195.00	\$ 2,730.00	\$ -
0066	8030010	Detectable Warning Surface	0.00	5.00	5.00	Ft	\$ 40.00	\$ 200.00	\$ -
0071	8237050	_ Gate Valve Box	0.00	1.00	1.00	Ea	\$ 600.00	\$ 600.00	\$ -
0076	8237050	_ Stop Box	0.00	9.00	9.00	Ea	\$ 300.00	\$ 2,700.00	\$ -

Total:	\$ 18,918.80	\$ (411,585.13)
Net Change:	\$ (392,666.33)	
Current Contract Amount:	\$ 844,708.30	
Revised Contract Amount:	\$ 452,041.97	

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 11, 2023
SUBJECT: **Change Order 1 to the West Avenue Water Main Replacement contract with Bailey Excavating, Inc.**

Recommendation:

Approve Change Order 1 to the West Avenue Water Main Replacement contract with Bailey Excavating, Inc. in the decreased amount of \$148,920.87 to balance contract quantities to match quantities placed in the field 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 1 to the West Avenue Water Main Replacement 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: April 11, 2023

RECOMMENDATION: Approve Change Order 1 to the West Avenue Water Main Replacement contract with Bailey Excavating, Inc. in the decreased amount of \$148,920.87 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Change Order 1 will balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

BUDGETARY CONSIDERATIONS

This change order represents a decrease of \$148,920.87, bringing the current contract amount to \$815,348.20.

HISTORY, BACKGROUND and DISCUSSION

On January 25, 2022, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$964,269.07. The original contract was for water main replacement on South West Avenue from Carlton Boulevard to Michigan Avenue.

DISCUSSION OF THE ISSUE

Work for this contract is now substantially complete. As such, the attached balancing Change Order has been prepared to align contract quantities with quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

This change order also contains the addition of six trees. Four of the trees will be planted on West Avenue (one on each of the four quadrants of the intersection of West Avenue and Franklin Street) within the new greenspace that was generated by the realignment of the West Avenue travel lanes. The other two trees will be planted on Edward Street to replace trees that were previously removed for sanitary sewer work.

POSITIONS

I request approval of Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

**CHANGE ORDER NO. 1
To Contract for
ENG22-01 West Avenue Water Main Replacement
City of Jackson, Michigan**

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

ORIGINAL CONTRACT AMOUNT	\$ 964,269.07
CHANGE ORDER NO. 1	\$ (148,920.87)
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 815,348.20

REASON FOR CHANGE:

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

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by 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:

ENG22-01 WEST AVENUE WATER MAIN REPLACEMENT BALANCING CHANGE ORDER NUMBER 1

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
0001	1100001	Mobilization, Max 10%	1.00	0.00	1.00	LS	\$ 50,000.00	\$ -	\$ -
0002	2030011	Dr Structure, Rem	1.00	-1.00	0.00	Ea	\$ 450.00	\$ -	\$ (450.00)
0003	2037001	_ Gas Main, Rem	50.00	490.00	540.00	Ft	\$ 26.41	\$ 12,940.90	\$ -
0004	2040020	Curb and Gutter, Rem	1,113.00	-587.00	526.00	Ft	\$ 8.65	\$ -	\$ (5,077.55)
0005	2040045	Masonry and Conc Structure, Rem	5.00	-5.00	0.00	Cyd	\$ 25.00	\$ -	\$ (125.00)
0006	2040050	Pavt, Rem	127.00	-32.00	95.00	Syd	\$ 13.25	\$ -	\$ (424.00)
0007	2040055	Sidewalk, Rem	368.00	-275.00	93.00	Syd	\$ 9.15	\$ -	\$ (2,516.25)
0008	2040080	Exploratory Investigation, Vertical	10.00	-10.00	0.00	Ft	\$ 75.00	\$ -	\$ (750.00)
0009	2047001	_ Pavt Sawcut	4,247.00	-2,746.00	1,501.00	Ft	\$ 3.75	\$ -	\$ (10,297.50)
0010	2047011	_ Driveway, Rem	190.00	-98.00	92.00	Syd	\$ 10.20	\$ -	\$ (999.60)
0011	2047011	_ HMA Surface, Rem, Modified	3,148.00	234.00	3,382.00	Syd	\$ 9.65	\$ 2,258.10	\$ -
0012	2050031	Non Haz Contam Matl HandlingandDisp, L	20.00	-20.00	0.00	Cyd	\$ 75.00	\$ -	\$ (1,500.00)
0013	2057051	_ Tree Preservation	1.00	0.00	1.00	LS	\$ 500.00	\$ -	\$ -
0014	2080016	Erosion Control, Gravel Access Approach	2.00	-2.00	0.00	Ea	\$ 250.00	\$ -	\$ (500.00)
0015	2080020	Ero Con, Inlet Protection, Fabric Drop	11.00	-11.00	0.00	Ea	\$ 125.00	\$ -	\$ (1,375.00)
0016	2080036	Erosion Control, Silt Fence	400.00	-400.00	0.00	Ft	\$ 3.45	\$ -	\$ (1,380.00)
0017	2087050	_ Erosion Control, Inlet Protection, Grate F	25.00	2.00	27.00	Ea	\$ 75.00	\$ 150.00	\$ -
0018	2090001	Project Cleanup	1.00	0.00	1.00	LS	\$ 10,000.00	\$ -	\$ -
0019	3027011	_ Aggregate Base, 6 inch, 21AA, Modified	127.00	-127.00	0.00	Syd	\$ 8.67	\$ -	\$ (1,101.09)
0020	3027011	_ Aggregate Base, 8 inch, 21AA, Modified	4,119.00	-1,942.00	2,177.00	Syd	\$ 11.56	\$ -	\$ (22,449.52)
0021	3060020	Maintenance Gravel	304.00	-264.00	40.00	Ton	\$ 15.00	\$ -	\$ (3,960.00)
0022	4021260	Trench Undercut and Backfill	20.00	-20.00	0.00	Cyd	\$ 35.00	\$ -	\$ (700.00)
0023	4027001	_ Sewer Backfill, Class II	151.00	-28.00	123.00	Ft	\$ 26.00	\$ -	\$ (728.00)
0024	4027001	_ Sewer, CI A, 12 inch	20.00	-20.00	0.00	Ft	\$ 48.92	\$ -	\$ (978.40)
0025	4027001	_ Sewer, CI E, 12 inch	131.00	-8.00	123.00	Ft	\$ 53.12	\$ -	\$ (424.96)
0026	4027001	_ Sewer, DI, 8 inch	20.00	-20.00	0.00	Ft	\$ 65.84	\$ -	\$ (1,316.80)
0027	4030006	Dr Structure Cover, Adj, Case 2	1.00	-1.00	0.00	Ea	\$ 475.00	\$ -	\$ (475.00)
0028	4030280	Dr Structure, Adj, Add Depth	1.00	-1.00	0.00	Ft	\$ 375.00	\$ -	\$ (375.00)
0029	4030312	Dr Structure, Tap, 12 inch	1.00	0.00	1.00	Ea	\$ 375.00	\$ -	\$ -
0030	4037050	_ Catch Basin Cover, Curb	4.00	-4.00	0.00	Ea	\$ 725.00	\$ -	\$ (2,900.00)
0031	4037050	_ Mh Cover, Std	4.00	-1.00	3.00	Ea	\$ 525.00	\$ -	\$ (525.00)
0032	4037050	_ Storm Manhole, 48 inch dia	2.00	0.00	2.00	Ea	\$ 1,450.00	\$ -	\$ -
0033	4037050	_ Utility Structure Cover, Adj, Case 1, Mod	8.00	0.00	8.00	Ea	\$ 625.00	\$ -	\$ -
0034	4037050	_ Utility Structure, Temp Lowering, Modifie	12.00	-8.00	4.00	Ea	\$ 475.00	\$ -	\$ (3,800.00)
0035	5010025	Hand Patching	20.00	-20.00	0.00	Ton	\$ 220.00	\$ -	\$ (4,400.00)
0036	5010033	HMA, 13A	960.00	203.07	1,163.07	Ton	\$ 97.90	\$ 19,880.55	\$ -
0037	6020200	Joint, Contraction, Cp Joint, Contraction, C	144.00	-68.00	76.00	Ft	\$ 13.20	\$ -	\$ (897.60)
0038	6020500	Conc Pavt, Nonreinf, 8 inch, High Perf	127.00	-35.00	92.00	Syd	\$ 66.00	\$ -	\$ (2,310.00)
0039	6030020	Joint, Contraction, Crg	72.00	-72.00	0.00	Ft	\$ 13.20	\$ -	\$ (950.40)

ENG22-01 WEST AVENUE WATER MAIN REPLACEMENT BALANCING CHANGE ORDER NUMBER 1

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
0040	8010005	Driveway, Nonreinf Conc, 6 inch	145.00	-69.00	76.00	Syd	\$ 37.40	\$ -	\$ (2,580.60)
0041	8020038	Curb and Gutter, Conc, Det F4	394.00	-7.00	387.00	Ft	\$ 22.00	\$ -	\$ (154.00)
0042	8030010	Detectable Warning Surface	39.00	-19.00	20.00	Ft	\$ 35.20	\$ -	\$ (668.80)
0043	8030030	Curb Ramp Opening, Conc	39.00	-15.00	24.00	Ft	\$ 22.00	\$ -	\$ (330.00)
0044	8030044	Sidewalk, Conc, 4 inch	1,548.00	-1,031.00	517.00	Sft	\$ 3.74	\$ -	\$ (3,855.94)
0045	8030046	Sidewalk, Conc, 6 inch	472.00	-472.00	0.00	Sft	\$ 3.85	\$ -	\$ (1,817.20)
0046	8032002	Curb Ramp, Conc, 6 inch	324.00	-137.00	187.00	Sft	\$ 5.94	\$ -	\$ (813.78)
0047	8120012	Barr,TypeIII,HighInten,DbISided,Ltd,Furn	25.00	-6.00	19.00	Ea	\$ 81.11	\$ -	\$ (486.66)
0048	8120013	Barr,TypeIII,HighInten,DbISided,Ltd,Oper	25.00	-6.00	19.00	Ea	\$ 5.41	\$ -	\$ (32.46)
0049	8120026	Pedestrian Type II Barricade, Temp	20.00	0.00	20.00	Ea	\$ 64.89	\$ -	\$ -
0050	8120170	Minor Traf Devices 1	1.00	0.00	1.00	LS	\$ 5,000.00	\$ -	\$ -
0051	8120252	Plastic Drum, Fluorescent, Furn	110.00	-50.00	60.00	Ea	\$ 25.96	\$ -	\$ (1,298.00)
0052	8120253	Plastic Drum, Fluorescent, Oper	110.00	-50.00	60.00	Ea	\$ 2.16	\$ -	\$ (108.00)
0053	8120350	Sign, Type B, Temp, Prismatic, Furn	788.00	-220.50	567.50	Sft	\$ 4.33	\$ -	\$ (954.77)
0054	8120351	Sign, Type B, Temp, Prismatic, Oper	788.00	-220.50	567.50	Sft	\$ 0.35	\$ -	\$ (77.18)
0055	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	171.00	-27.00	144.00	Sft	\$ 4.55	\$ -	\$ (122.85)
0056	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	171.00	-27.00	144.00	Sft	\$ 0.35	\$ -	\$ (9.45)
0057	8120370	Traf Regulator Control 1	1.00	0.00	1.00	LS	\$ 500.00	\$ -	\$ -
0058	8167011	_ Turf Establishment, Performance	1,281.00	-720.00	561.00	Syd	\$ 5.45	\$ -	\$ (3,924.00)
0059	8237001	_ Hydrant Extension	1.00	0.00	1.00	Ft	\$ 375.00	\$ -	\$ -
0060	8267030	_ Water Main Fittings, DI	500.00	-500.00	0.00	Lb	\$ 2.75	\$ -	\$ (1,375.00)
0061	4027050	_ Sewer Lateral Repair	22.00	-16.00	6.00	Ea	\$ 195.00	\$ -	\$ (3,120.00)
0062	8237001	_ Tracer Wire, Modified	2,170.00	32.00	2,202.00	Ft	\$ 0.25	\$ 8.00	\$ -
0063	8237001	_ Water Main Backfill, Class II	2,170.00	12.00	2,182.00	Ft	\$ 26.00	\$ 312.00	\$ -
0064	8237001	_ Water Main, 12 inch	137.00	14.00	151.00	Ft	\$ 97.20	\$ 1,360.80	\$ -
0065	8237001	_ Water Main, 8 inch	2,033.00	-44.00	1,989.00	Ft	\$ 68.64	\$ -	\$ (3,020.16)
0066	8237050	_ Gate Box, Adj, Case 1, Modified	9.00	-6.00	3.00	Ea	\$ 415.00	\$ -	\$ (2,490.00)
0067	8237050	_ Gate Valve and Box, 8 inch, Modified	8.00	-1.00	7.00	Ea	\$ 1,685.78	\$ -	\$ (1,685.78)
0068	8237050	_ Hydrant Assembly	3.00	0.00	3.00	Ea	\$ 5,192.67	\$ -	\$ -
0069	8237050	_ Hydrant, Rem, Modified	3.00	0.00	3.00	Ea	\$ 750.00	\$ -	\$ -
0070	8237050	_ Tracer Wire, Grounding Rod	9.00	-4.00	5.00	Ea	\$ 55.00	\$ -	\$ (220.00)
0071	8237050	_ Water Main, Connect New 12 inch to Exi	2.00	0.00	2.00	Ea	\$ 3,000.00	\$ -	\$ -
0072	8237050	_ Water Main, Connect New 8 inch to Exis	3.00	1.00	4.00	Ea	\$ 2,500.00	\$ 2,500.00	\$ -
0073	8237050	_ Water Main, Connect New 8 inch to Exis	1.00	0.00	1.00	Ea	\$ 2,750.00	\$ -	\$ -
0074	8237050	_ Water Main, Insertion Valve, 6 inch	1.00	0.00	1.00	Ea	\$ 7,500.00	\$ -	\$ -
0075	8237001	_ Water Service Pipe, Cu, 1 inch	3,056.00	-1,700.00	1,356.00	Ft	\$ 37.50	\$ -	\$ (63,750.00)
0076	8237001	_ Water Service Pipe, Cu, 2 inch	200.00	-200.00	0.00	Ft	\$ 49.64	\$ -	\$ (9,928.00)
0077	8237050	_ Bond Restoration	48.00	-11.00	37.00	Ea	\$ 375.00	\$ -	\$ (4,125.00)
0078	8237050	_ Electrical Permit Acquisition and Complia	48.00	-12.00	36.00	Ea	\$ 175.00	\$ -	\$ (2,100.00)

**ENG22-01 WEST AVENUE WATER MAIN REPLACEMENT
BALANCING CHANGE ORDER NUMBER 1**

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
0079	8237050	_ Plumbing Permit Acquisition and Compli	48.00	-12.00	36.00	Ea	\$ 275.00	\$ -	\$ (3,300.00)
0080	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 1-	47.00	-10.00	37.00	Ea	\$ 50.00	\$ -	\$ (500.00)
0081	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 2-	5.00	-5.00	0.00	Ea	\$ 50.00	\$ -	\$ (250.00)
0082	8237050	_ Water Meter	48.00	-11.00	37.00	Ea	\$ 600.00	\$ -	\$ (6,600.00)
0083	8237050	_ Water Meter Acquisition and Radio Reac	48.00	-11.00	37.00	Ea	\$ 50.00	\$ -	\$ (550.00)
0084	8237050	_ Water Serv, Long, 1 inch	43.00	-1.00	42.00	Ea	\$ 2,247.21	\$ -	\$ (2,247.21)
0085	8237050	_ Water Serv, Long, 2 inch	5.00	-2.00	3.00	Ea	\$ 3,168.86	\$ -	\$ (6,337.72)
0086	8237050	_ Gate Valve, 12 inch, Modified	0.00	1.00	1.00	Ea	\$ 3,198.00	\$ 3,198.00	\$ -
0111	8157050	_ Nursery Stock	0.00	6.00	6.00	Ea	\$ 990.00	\$ 5,940.00	\$ -
0116	8150002	Watering and Cultivating, 1st Season, Min	0.00	1.00	1.00	LS	\$ 1,800.00	\$ 1,800.00	\$ -
0121	8150003	Watering and Cultivating, 2nd Season, Mir	0.00	1.00	1.00	LS	\$ 1,800.00	\$ 1,800.00	\$ -
0126	4037050	_ Utility Structure Cover, Adj, Case 1, Mod	0.00	2.00	2.00	Ea	\$ 725.00	\$ 1,450.00	\$ -

Total: \$ 53,598.35 \$ (202,519.23)
 Net Change: \$ (148,920.87)
 Current Contract Amount: \$ 964,269.07
 Revised Contract Amount: \$ 815,348.20

MEMO TO: City Councilmembers
FROM: Kesha Hamilton, Chairperson, Racial Equity Commission
DATE: Tuesday, March 21, 2023
SUBJECT: Revisions to the City of Jackson Purchasing Policy Manual

Kesha Hamilton

RECOMMENDATION:

To approve the revisions to the City of Jackson Purchasing Policy Manual as suggested by the Racial Equity Commission to provide equitable opportunities for those interested in providing services, goods, and entering into contracts with the City of Jackson.

The City of Jackson Racial Equity Commission has reviewed and approved the attached revised version of the City of Jackson Purchasing Manual as mandated by the Racial Equity Commission Ordinance (**Section 15-82** [4] of Ordinance Number 2020-14, § 2, 9-8-20).

In complying with its duties and responsibilities, the Racial Equity Commission reviewed the existing policies with other similar policies following the best practices supporting an equity framework and made revisions to the policy that would place the City of Jackson Policy within the equity framework desired by the community.

The Racial Equity Commission requests that the City of Jackson City Council approve these revisions as written for the City of Jackson Purchasing Policy.

JW/lar

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: John Willis

DATE: Tuesday, March 21, 2023

RECOMMENDATION: Approve the Request of the Racial Equity Commission to have City Council review, and approve revisions to City Purchasing Manual and Policy to support the City of Jackson’s Equity Framework.

SUMMARY

The Racial Equity Commission has been meeting and reviewing the purchasing policy and practices as required by City Ordinance. After reviewing the policy and comparing it with several other Cities that support an equity framework, the Commission made some revisions that would change the policy and make City procurements and contracts more accessible to all and challenge the status quo of daily processes. These change fit appropriately with the City of Jackson’s equity framework and goals of the organization.

BUDGETARY CONSIDERATIONS

At this time the policy would require the printing of the new manual for public release. Based on local printing charges for 500 copies (which is more than we normally have on hand) the cost would be approximately \$150 for a manual with a colored front page and black and white pages.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Purchasing Manual was last revised in April of 2018. At this time the policy made reference to contracting with what was defined as Minority Business Enterprises and Women’s Business Enterprises. However, no definitions of said enterprises were included and no overall expectancies or measurable outcomes were included in the policy. The revised policy includes these definitions as accepted by today’s benchmarks, and includes measurable outcomes that promote equitable opportunities for all qualifying organizations interested in doing business with the City.

DISCUSSION OF THE ISSUE

Currently, of all the City of Jackson contracts and vending opportunities offered to the public, less than 2% of working contracts are held by Minority Business Enterprises or Women’s Business Enterprises. The City of Jackson has taken major steps towards working to address disparities in all aspects of the City including but not limited to: hiring, training, cultural awareness, diversity awareness, employee resource groups, and more. Expanding equitable access in our Purchasing Policy will allow disadvantaged groups to do business with, and provide needs for the City of Jackson that promote diversity and ensure opportunity for all.

POSITIONS

It is the position of the Diversity, Equity, and Inclusion Office to recommend that this revised Purchasing Policy be approved by City Council. (Revised Policy with changes tracked attached to this letter).



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City of Jackson Purchasing Manual

Resolution Adopted March 24, 2015

Modified August 11, 2015 – adding section 18.0

Modified April 10, 2018 – Section 7 revised

Modified May 20, 2020 – modifying Exhibit B Sale of City Owned Properties

Modified May 20, 2020 – adding Exhibit C Sale of City Owned Vacant Properties

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1.0 PURPOSE

- 1.1 The Purpose of this manual is to establish the purchasing policies and procedures of the City of Jackson.

The policies and procedures contained herein shall apply to all transactions where the City is a contractual party, or is not a contractual party but is involved in the bid process, and/or funds under the control of the City are used to pay for goods, services or work.

At such time any changes in policies or procedures are made, or a new procedure is put into effect, the Purchasing Agent will publish such changes or additions and distribute copies to all who have manuals. Each department receiving these changes or additions will be responsible for inserting them in the manual in proper sequence. All changes or additions to the text of this manual are subject to the approval of the City Council.

2.0 TERMINOLOGY

- 2.1 Definitions: The following words, terms and phrases, when used in this manual shall have the means ascribed to them in this section, except where the context clearly indicates a different meaning.

A. Bid and Proposal: Interchangeable words with the same meaning.

B. CUF (Commercially Useful Function) (SEE: Responsible Bidder):

A. Those functions performed when a business does all the following:
Is responsible for the execution of the work in a contract; Is the primary manager or supervisor of the work; Performs work in the contract that is its normal business, service or function; Does not subcontract out portions of the work that is greater than normal industry practices.

B. _____

C. Construction: The process of building, altering, repairing, improving or demolishing any City structure or building, or other City improvements of any kind to any City real property.

D. DBE (Disadvantaged Business Enterprise): local business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. Groups included are African Americans; American Indian/Native Americans; Asians; Hispanics; Physically or mentally disabled individuals; Women; or A non-profit entity organized to promote the interests of physically or mentally disabled individuals. (SEE MBE and WBE).

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E. Equal/Equity Business Opportunity (EBO): The Certification, Construction, Professional Services, and Goods and Services policies adopted to promote equity in opportunity for historically underrepresented groups

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F. Figurehead owner: (SEE – Responsible Bidder): A named owner who does not truly control, manage and/or own the business. The figurehead is installed in order to qualify for diversity programs. For example, a figurehead owner is the named owner of a business who may be a family member but does not actually manage and/or own the company.

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G. Front Company (SEE Responsible Bidder): A company that wins a contract and passes the contract on to a MBE for a fee or does not provide a Commercially Useful Function (CUF).

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D-H. Formal Purchases: Procedures for purchases not less than \$5,000 and not more than \$50,000 that will require written quotes be obtained through the Purchasing Agent.

E-I. Informal Purchases: Procedures for purchases not less than \$1,000 and not more than \$5,000 that must be approved by the department head.

J. MBE (Minority-owned Business Enterprise): A local business which is at least 51% owned by one or more persons belonging to a Minority Group. In the case of a corporation, at least 51% of the stock is owned by one or more persons belonging to a Minority Group, and the management and daily business operations are controlled by those persons. MBE firms are nationally- and state-certified by the National Minority Supplier Development Council (NMSDC), or self-identified business concerns where socially and historically, underrepresented individuals own at least a 51% interest and also control management and daily business operations. Groups included are: African Americans; American Indian/Native Americans; Asians; Hispanics; Physically or mentally disabled individuals; Women; or A non-profit entity organized to promote the interests of physically or mentally disabled individuals.

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K. Minority Group - any of the following racial or ethnic groups:

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- African-American: African-American or Black, persons having origins in any Black racial groups in Africa.

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- Hispanic: Persons of Spanish-speaking culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race.

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- Asian: Persons having origins in any of the original people of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

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- Native American, Alaskan Native, Pacific Islander, Native Hawaiian: Persons descendant of the aboriginal people of any island or territory in the Pacific Ocean that is a possession of the United States.

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L. MLBE (Micro Local Business Enterprise) - A business certified for a period by the City of Jackson as meeting special business requirements such as being an established business, registered as a small business with the Small Business Administration; and meeting additional requirements for business size, location, and personal net worth of the controlling owners to qualify for bid discounts under the City's EBO policies.

F.

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G.M. Obsolete Material: Material owned by the City of Jackson that may still be useable but for one reason or another no longer serves its intended purpose and needs to be disposed of.

N. Purchase Order: An order for consumable supplies.

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I.O. Purchasing Agent: The person designated by the City Manager who is responsible for the purchase and sale of all City property in accordance with the provisions of the City Charter and the direction of the City Manager.

J.P. Responsible Bidder or Offeror: A person who has the capability in all respects to perform fully the contract requirements and who fits the criteria defined in Section 3.2 (0) of this policy.

K-Q. Responsive Bidder: A person who has submitted a bid which conforms in all, material respects to the requirements set forth in the invitation for bids.

L-R. Sealed Bids: Procedures for purchases greater than \$50,000 that will require advertising for and obtaining sealed bids through the Purchasing Agent and final approval by the City Council.

S. Sole (or single) Source: A commodity or service that can only be purchased from one supplier, usually because of its technological, specialized or unique character.

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M-T. WBE (Women-Owned Business Enterprise) (SEE: DBE). A local business which is at least 51% owned by one or more women, or, in the case of a corporation, where 51% of the stock is owned by one or more women, and whose management and daily business operations are controlled by one or more women. WBE firms are certified nationally by the Women Business Enterprise National Council (WBENC), or self-identified.

3.0 PURCHASING AGENT/RESPONSIBILITIES

3.1 The Purchasing Agent shall be responsible for the purchase and sale of all City property in accordance with the provisions of the City Charter and the direction of the City Manager.

3.2 Responsibilities of the Purchasing Agent:

- A. To compile contract documents and prepare same for execution.
- B. To purchase material and secure services for the City of Jackson, or assist other departments in doing so, in such a manner that the maximum value is obtained for every dollar spent.
- C. To buy without prejudice; conduct all transactions on a strictly ethical basis, avoid all forms of commercial bribery and legal entanglements.
- D. To handle complaints, claims and adjustments related to the purchase of goods or services handled by the City.
- E. To explore markets for new sources; products and methods which will result of cost savings to the City.
- F. To assist in the improvement and standardization of materials and supplies.
- G. To conduct correspondence with suppliers relating to quotations, purchase orders, invoices and adjustments.
- H. To dispose of all saleable scrap and obsolete material to the best advantage of the City of Jackson.
- I. To inform the proper departments of lead time on principle items, price trends, availability and other matters of interest to them.
- J. To continually compile, update, and report on a quarterly basis. To annually compile and update an accurate and comprehensive listing of persons, firms or corporations wishing to do business with the City and including those who qualify as an MBE or WBE^{*, *}

Economic relations between the City of Jackson and MBE's and WBE's shall be deemed adequate if there exists a purchasing contract award ratio for each of such group of at least 9.620%.

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*The terms DBE DEB (Disadvantaged Business Enterprises- MBE), MBE (Minority Business Enterprise) and WBE (Women's Business Enterprise) shall have the same meaning as when used by the Michigan Department of Civil Rights.

*The terms MBE (Minority Business Enterprise) and WBE (Women's Business Enterprise), when used in this section, shall have the same meaning as when used by the Michigan Department of Civil Rights.

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- K. To qualify by affidavit, investigation, and any other method he or she deems necessary, any business for inclusion on either of the vendor lists.
- L. To monitor existing qualified MBE's and WBE's to assure compliance with qualification guidelines (SEE 3.2.J).
- M. To annually report to the City Manager the results of his or her efforts in achieving the goal of enhanced MBE/WBE participation in economic relations with the City.
- N. To review and recommend to the City Manager changes in the Purchasing Manual.
- O. To determine the lowest responsible bidder. Contracts, except as otherwise provided in this policy, shall be awarded to the lowest responsible bidder after a review of DBE, MBE, and/or WBE status. In determining the lowest responsible bidder the Purchasing Agent shall consider in addition to price:
 1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 2. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 4. The quality of performance of previous contracts or services;
 5. The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service;
 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and
 9. The number and scope of conditions attached to the bid.
 - 9.10. The DBE, MBE, or WBE status of the bidder.

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4.0 BLANKET PURCHASE ORDER

4.1 The use of blanket purchase orders **areis** permitted where a direct advantage to the City of Jackson will result. Such blanket purchase orders shall cover no more than one year.

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4.2 The standard form to be used as follows:

BLANKET PURCHASE to cover purchases from July 1, 20-- to June 30, —20 . This is not an offer purchase. This document is submitted for the sole purpose of establishing an account with your firm for billing purposes in connection with possible future orders.

5.0 PURCHASES OF \$1,000 OR LESS

5.1 Purchases of supplies, materials, services, minor miscellaneous items which are estimated to be \$1,000 or less, shall be made in the open market but shall, if practical, be based upon at least three competitive quotes and awarded to the lowest responsive and responsible **bidder after a review of the bidder's DBE, MBE, or DBE- WBE status.**

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6.0 PURCHASE OR CONTRACTS

GREATER THAN \$1,000 AND LESS THAN \$5,00020,000

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6.1 Informal Quotations:

Purchases of supplies, materials, services or equipment, the costs of which are estimated to be greater than \$1,000 but less than **\$5,000 20,000**, shall be handled using the following procedure:

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- A. The Department Head submits a purchase request form and plans and specifications to the Purchasing Agent.
- B. Vendor quotes are requested by the Purchasing Agent through whatever methods appear to the Purchasing Agent to be in the best interest of the City. Quotations may be requested from Vendors on the list created, **including DBEs (See 3.2.J)**, that provide the goods and/or services. Requesting Departments may solicit quotes if desired. Provided, however, the Purchasing Agent may verify quotes whenever they deem it necessary. **If requesting department solicits quotes they must submit a bid summary sheet together with copies of quotes received and a Request for Purchase.**
- C. Once the quotes have been returned and analyzed, the contract will be awarded to the lowest responsive and responsible bidder.

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- D. Once the lowest responsive and responsible bidder is determined, a notice is sent to the accepted bidder stating the award of the contract. If the contract is a service contract, insurance requirements may also be mailed.
- E. It shall be the goal of the City of Jackson to award to both MBE's and WBE's at least 9.620% of the City's total purchases of goods and services where the estimated cost of each purchase is less than \$5,000 20,000.

GREATER THAN \$5,000 20,000 AND LESS THAN \$50,000

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6.2 Formal Quotations:

Purchase of supplies, materials, services or equipment, the costs of which are estimated to be greater than \$5,000 20,000 but less than \$50,000, shall be handled using the following procedure.

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- A. All purchases may be made in the open market, without advertisement and without following the procedures described in Section 7.0.
- B. The Department Head submits plans and specifications, to the Purchasing Agent. Department Heads shall prepare specifications for materials, supplies and equipment and submit them to the Purchasing Agent.
- C. Vendor quotes shall be obtained by whatever means applicable; telephone, facsimile, written, or other methods deemed to be in the best interest of the City by the Purchasing Agent or department MBE, WBE, and DBE vendors on the list created, that provide the goods and/or services may be sent a request for quotation. If the department has received quotes, they must provide copies to purchasing.
- D. Once the quotes have been returned- received and analyzed, the contract will be awarded to the lowest responsive and responsible bidder after review of bidders MBE, WBE, and/or DBE status.
- E. Once the lowest responsive and responsible bidder is determined, a notice is sent to the accepted bidder stating the award of the contract. If the contract is a service contract, insurance requirements may also be mailed.
- F. Department of Neighborhood & Economic Operations Director to award grant funded rehabilitation contracts to the lowest responsible bidder up to \$75,000 and require City Council approval for contracts exceeding \$75,000.

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6.3 Sole Source:

The procedures described in Sections 6.1 and 6.2 shall be used unless it is determined to be a single (sole) source procurement by the Purchasing Agent, in his or her discretion.

A sole source procurement exists when:

- A. There is a lack of responsible competition for a commodity or service which is vital to the operation and best interest of the City.
- B. A vendor possesses exclusive and/or predominant capabilities.
- C. A product or service is unique and easily established as one-of-a-kind.
- D. There is a patented feature providing a superior utility not obtainable from similar products; or
- E. A proprietary right exists and the product is available from only one prime source and not merchandised through wholesalers, jobbers or retailers.

7.0 PURCHASES OR CONTRACTS \$50,000 OR MORE SEALED BIDS
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- 7.1 All contracts or purchases of \$50,000 or more, not considered service related, shall be awarded by the City Council, and shall involve the use of the following procedure:
- A. Prior to initiating this procedure, the department involved shall determine whether there exists sufficient funds in the budget for the proposed purchase or contract.
 - B. The Department Head shall obtain the City Manager's approval to advertise for sealed bids. Once the City Manager's approval has been obtained, all contract specifications shall be submitted to the Purchasing Agent.
 - C. The Purchasing Agent will make a preliminary determination as to the sufficiency of the submitted materials. Among the things the Purchasing Agent and Director of Finance will consider are the following:
 - 1. Whether the specifications are clear and completely describe the essential qualities of the products or services sought;
 - 2. Whether all the factors that are to be considered in awarding a bid are stated either as a specification or condition of the award, i.e., service, compatibility with existing system, etc.;
 - 2. Any other matters deemed essential by the Purchasing Agent.
 - D. The Purchasing Agent shall advertise for sealed bids. The method of advertising shall be reasonably designed to give publicity to the proposed contract or purchase and thereby secure the utmost competition among

bidders. By way of illustration, and not by limitation, "advertising" may include use of city's website, newspapers, bulletin boards, trade journals, radio or television.

- E. The Purchasing Agent shall maintain a list of prospective bidders and will issue an invitation to bid to bidders thereon, in addition to advertising publicly as indicated above.

The invitation to bid will advise bidders of a prebid meeting if one is to be conducted.

- F. Pre-Opening Inquiries/Response:

Any explanation desired by a prospective bidder regarding the meaning or interpretation of contract documents associated with same, must be received by the Purchasing Agent prior to the deadline for submission of bids.

Any explanation or interpretation concerning contract documents shall be in writing and shall be furnished to all prospective bidders as an addendum. Receipt of such addenda shall be acknowledged on the bid documents. Oral explanations addressing nonsubstantive matters or procedural items relating to contract documents are allowed in order to assist a prospective bidder in submitting a bid

Notwithstanding any other provision contained herein, no oral explanation or instruction by any City employee, representative or official shall be binding upon the City unless such oral explanation or instruction is confirmed in writing by the City employee, agent, representative or official. If the City determines it necessary, it may reschedule the time for bid opening to allow adequate time for addenda to reach all bidders.

- G. All sealed bid proposals received shall be date and time stamped upon receipt. **Bids shall not be opened until one hour after the deadline for submission of bids.**

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- H. Sealed bid proposals will be opened in public at the place and time designated in the bid documents. Attendance at any bid opening will not be denied or limited. The bids will be tabulated and checked by the Purchasing Agent for compliance with the specifications and for compliance with any and all conditions contained in the instructions to bidders. All bid files will be available for public inspection.

Late bids will not be accepted after sealed bids have been opened. Any bid received after the opening of sealed bids will be date and time stamped.

- I. All Bid Security requirements shall be determined by the Purchasing Agent.

- J. A bid that does not meet the specifications may be considered non-responsive and may be rejected.
- K. The Purchasing Agent or Department Head shall send a written recommendation as to an award to the City Manager, who shall place same before the City Council for the award of a contract. The contract shall be awarded to the lowest responsive and responsible bidder, **after review of bidders DBE, MBE, or WBE status.** If such recommendation does not involve an award to the lowest responsive and responsible bidder, it shall contain specific reasons for any variance therefrom. The Purchasing Agent shall notify the City Attorney of any deviations from the requirements of this policy he or she may have reason to believe have occurred.
- L. The Purchasing Agent will send notice of award to the successful bidder after action by the City Council and finalize **contract contract** documents.
- M. The Attorney's Office shall then review any formal agreements that are necessary prior to signing by the representatives of the City. Such agreements shall then be signed by the Mayor and the City Clerk, and approved as to substance by the City Manager.
- N. Once an agreement has been signed and approved as specified above, then the Purchasing Agent shall send notice to proceed to the successful bidder.

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7.2 **Facsimile and** Email Procedures:

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The City will accept bids or proposals (bid documents) by use of **facsimile communication equipment or** email, which shall be permitted under the following terms and conditions:

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- A. The **Facsimile or** email must be received by the City Purchasing Agent prior to the bid opening date and time specified in the contract documents. Any **Facsimile or** email received after such date and time will not be considered or processed by the City. All nonconforming bid documents shall be returned by the City by ordinary mail.
- B. A **facsimile** email bid must be submitted as identified by the Instructions to Bidders. If required, a copy of a bid bond must accompany the bid documents. The bid documents must be signed by an authorized officer/employee of the company submitting same.
- C. The sender of the **Facsimile or** email shall be responsible for delivering all original bid documents to the City's Purchasing Agent within three (3) business days of the **Facsimile** Email transmittal.
- D. All **Facsimile** Email transmissions must be addressed to the City of Jackson Purchasing Agent.

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E. ~~Appropriate procedures will be utilized by the City to ensure that bids received via facsimile transmission shall not be divulged to other prospective bidders prior to the bid opening date and time.~~

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7.3 Discovery of Error:

Where a bid or proposal received from a bidder is determined by City staff to not comply with contract documents associated with same, the bidder submitting such bid or proposal shall not be contacted by any City employee, agent, representative or official to discuss changes or modifications to the bid or proposal, if the said changes or modifications could result in the occurrence of any one of the following:

- A. A change in the dollar amount of the bid;
- B. A change to the specifications or other contract documents which might deny other bidders or prospective bidders an equal opportunity to bid upon the changed specifications or other modified contract documents;
- C. A change in the unit price or other elements used to determine the amount of a bid; or
- D. The destruction of the competitive character of the bid process.

Exception: Upon the discovery of an obvious error in a bid, proposal or other contract document that could affect the amount of a bid, the Purchasing Agent shall contact the bidder in writing and advise the bidder that he/she/it has five working days to correct the error or withdraw their bid. This correction shall be in writing directed to the Purchasing Agent and shall be postmarked not later than seven working days from the date of the City's written correspondence notifying the bidder of the error.

If a bid correction or modification is not received in a timely fashion, then the Purchasing ~~Agent may~~Agent may reject the bid. If a correction is received and deemed to be appropriate and proper, the Purchasing Agent shall attach same to the original bid document and shall proceed to tabulate the bids as corrected.

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7.4 Dollar Limitation:

No purchase shall be divided for the purpose of circumventing the dollar value limitation established herein. The Council may authorize the making of public improvements or the performance of any other City work by any City agency without competitive bidding. Additionally, the Council may authorize cooperative agreements or contracts between the City and other governmental units without the requirements of competitive bidding.

7.5 Default to the City: The Purchasing Agent shall not knowingly accept the bid of a person who is in default in the payment of any taxes, licenses, fees, permits or any

other moneys due the City or who is in any other respects disqualified according to any Federal or State law, or any charter or ordinance provision. A contract with a person who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the option of the City.

7.6 City's right to negotiate with two lowest bidders: In the best interests of the City, after sealed bids are opened and analyzed in terms of compliance with specifications, the City reserves the right to negotiate terms and conditions, including price, with the two lowest bidders.

7.7 Rejection of Bids:

A. The City Council has the authority to reject any and all bids, and to accept or recommend the acceptance of other than the lowest responsive bid after a review of bidders DBE, MBE or WBE status or when the public interest is served thereby and such action is in the best interest of the City.

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B. When the award is not given to the lowest responsive bidder, the City shall provide a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent and filed with the other papers relating to the transaction.

7.8 Sole Source

Formal sealed bidding shall be used for any purchase over \$50,000 unless it is determined to be a single (sole) source procurement by the Purchasing Agent, in his or her discretion.

A sole source procurement exists when:

- (A) There is a lack of responsible competition for a commodity or service which is vital to the operation and best interest of the City;
- (B) A vendor possesses exclusive and/or predominant capabilities;
- (C) A product or service is unique and easily established as one-of-a-kind;
- (D) There is a patented feature providing a superior utility not obtainable from similar products;
- (E) A proprietary right exists and the product is available from only one prime source and not merchandised through wholesalers, jobbers or retailers.

7.9 Professional or General Service Contracts:

The requirements and procedures established in Section 6.0 and 7.0 shall not apply to Professional or General Service Contracts.

8.0 MUNICIPAL, STATE OR FEDERAL COOPERATIVE BIDDING AGREEMENT

8.1 The Purchasing Agent may join with other governmental units, including the State of Michigan, federal government or other municipalities, in cooperative purchasing plans where sealed competitive bids or a competitive procurement process was used by the original purchaser and an award was made.

9.0 CONTRACTS AND AGREEMENTS

9.1 All contracts and agreements will be submitted to the City Attorney for approval before execution by the City.
9.2 All original contracts will be filed in the City Clerk's office.

10.0 PERFORMANCE- BONDS AND PAYMENT BONDS

10.1 Pursuant to Act 213 of the Michigan Public Acts of 1963, as amended, all contracts exceeding \$50,000 for the construction, alteration or repair of any public building or public work or improvement shall require a performance and payment bond for 100% of the contract amount. The successful bidder must submit a performance bond and a payment bond which are to be reviewed and approved by the City Attorney prior to the commencement of any work. If required by contract documents, a Maintenance & Guarantee Bond shall be submitted simultaneously with the Performance and Payment Bonds.

11.0 INSURANCE

11.1 Insurance: The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. Additional types of insurance may be required where necessary. The commercial general liability insurance policies shall name the City, its agents, representatives, **officersofficers**, and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, **officersofficers**, or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance **from financiallyfrom financially** responsible insurance companies, licensed in the State of Michigan, and approved by the City, that will protect the Contractor, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The

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Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover **all of all** the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. The amounts and types of such insurance shall be not less than the following:

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1. 1. Minimum required limits of liability:

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(A) For jobs with an estimated contract cost of less than \$50,000

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(1) Comprehensive Commercial General Liability, limits of at least:

- a. Bodily Injury, each occurrence \$300,000
- b. Bodily Injury, each aggregate..... \$500,000
- c. Property Damage, each occurrence \$100,000
- d. Property Damage, aggregate..... \$100,000
(or in the alternative to a, b, c, d)
- e. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$500,000
and aggregate..... \$500,000

..... (2)
Automobile Liability Limits of at least:

- a. Bodily Injury, each person \$300,000
- b. Bodily Injury, each occurrence \$500,000
- c. Property Damage, each occurrence \$100,000
(or in the alternative to a, b, c)
- d. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$500,000

- (B.) For jobs with an estimated contract cost of \$50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.

(1) Comprehensive Commercial General Liability of at least:

- a. Bodily Injury, each occurrence \$1,000,000
- b. Bodily Injury, aggregate \$1,000,000
- c. Property Damage, each occurrence \$500,000
- d. Property Damage, aggregate \$500,000
(or in the alternative to a, b, c, d)
- e. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$1,000,000
and aggregate \$1,000,000

(2) Automotive Liability and Property Damage Insurance with limits of at least:

- a. Bodily Injury, each person \$1,000,000
- b. Bodily Injury, each occurrence \$1,000,000
- c. Property Damage, each occurrence \$1,000,000
(or in the alternative to a, b, c)
- d. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

- 2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its subcontractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. If Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form MDL 337 or its equivalent); and
- 3. If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of \$1,000,000 each occurrence and \$1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall name the City and its officers,

employees, agents and representatives as an additional insured party.

4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
5. The Contractor shall advise all insurance companies to familiarize themselves with **all of all** the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.
7. If the contract involves new construction, Contractor shall purchase and maintain an Owner's and Contractor's Protective Liability insurance policy and property insurance upon the Work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, Contractor, Subcontractors, and if applicable, Engineer, Engineer's Consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

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Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City

prior to being incorporated in the Work; and,

Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by City prior to commencement of construction.

- 11.2 Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
- 11.3 The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
- 11.4 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.

12.0 PREQUALIFICATION PROCEDURE

12.1 Policy

- A. At the discretion of the Department Head responsible for a public works construction project, bidders may be required to become prequalified prior to bidding such projects. When required, bidders shall demonstrate their ability to successfully complete the proposed work as provided below. The City is not required to consider a prequalification application if it submitted less than 10 days before the date for opening bids for a project on which the bidder desires to bid.
- B. Equipment, experience, and key personnel - The bidder shall submit evidence of all of the following:
 - (1) The availability of equipment required to perform work in the classifications for which the bidder seeks approval.
 - (2) Experience of its key qualified personnel who will provide field supervision of the work in the classifications for which the bidder

- seeks approval.
- (3) Experience of the company or principals of the company, or both, in the work classifications requested.
- C. Work classifications - The bidder shall identify the work classification or classifications for which it is requesting prequalification when submitting a prequalification application. A bidder will be classified for types of work on the basis of its experience and resources at the time of filing the prequalification application. When additional experience or resources have been obtained, the bidder may submit information for consideration by the Purchasing Agent to add work classifications.
- D. Evidence of current prequalification with the Michigan Department of Transportation (MDOT) for the classifications of work involved in the contract will be sufficient evidence of qualification.
- E. The Purchasing Agent shall have the right to adjust the prequalification list of bidders as he or she becomes aware of substantial changes in the information and circumstances of a bidder or if other reasonable cause exists such as unsatisfactory contract performance or failure to pay bills and/or claims. Should an applicant for prequalification disagree with the determination of the Purchasing Agent with regard to same, the City Manager shall within ten days of the receipt of a written request review the original information and/or such additional information as the applicant may choose to submit, and confirm in writing either the original determination of the Purchasing Agent or revise same as appropriate.
- F. The Purchasing Agent shall maintain a list of prequalified bidders who are eligible to bid upon public works construction projects for the City of Jackson. The Purchasing Agent shall maintain and update the list as deemed necessary and shall notify bidders of changes in qualification status. Prequalification will expire after five (5) years.
- G. Bidding procedure - The Department Head will identify the required work classification or classifications of the prime bidder for the construction project. The work classification(s) will be included in the advertisement for the project.

13.0 RETAINAGE PROCEDURE

- 13.1 In all contracts involving progress payments, the provisions of Act 524 of 1980 as last amended shall be adhered to.

Upon receipt of a progress payment request from a contractor, the City department head supervising a project shall notify the City Accountant of the appropriate amount of retainage to be deposited in an escrow account for said project; said amounts to be disbursed by the Accountant to the contractor only after written certification by the supervising department head that disbursement is appropriate.

Progress payment retainage amounts to be deposited in such escrow accounts shall be based upon the following schedule:

- A. Retention of up to ten percent (10%) of the payments claimed until all work is fifty percent (50%) complete;
- B. After the work is fifty percent (50%) in place, there shall be no additional retainage beyond that provided for in (A) if the Contractor is making satisfactory progress and there is no specific cause for further withholding; provided, however, that if satisfactory progress is not being made, the City department head supervising a project may cause the City Accountant to place in the above referenced escrow accounts as retainage an additional amount of up to 10 percent (10%) of the dollar value of work more than 50% in place.

It is understood that the process described above shall not be applicable to contracts requiring three or less progress payments or a contract having a dollar value of less than \$30,000.

14.0 EMERGENCY PURCHASES OF GOODS AND SERVICES

- 14.1 Under circumstances deemed to be an emergency by the City Manager, purchases of goods and services may be made by the City in a manner inconsistent with this manual; provided, however, that as soon as practicable thereafter, a full, written explanation reciting the rationale for such extraordinary action shall be provided to the City Council.
- 14.2 Whenever there exists an apparent threat to the public health, welfare or safety of the City or its residents, the Manager may authorize the Purchasing Agent to award a contract without competitive sealed bids by utilizing the quotation procedures as set forth in Section 6.2 or such other competition procedure as may be practical under the circumstances for the emergency purchase of supplies, services or construction items.
- 14.3 As soon as possible after the award the Manager shall file with the Council a full written report of the circumstances surrounding the emergency purchase.

15.0 PROFESSIONAL OR GENERAL SERVICES

- 15.1 Where professional or general service providers are employed by the City as consultants to draw contracts and supervise and administer construction **projects, or projects or** provide other general service related functions they may do so using contract documents of their choosing, provided, however, that all such documents shall be approved in advance of use by the City Attorney and Purchasing Agent and all relevant bid procedures of the City shall be adhered to by the Consultant.

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All contracts involving consultants/professional, or general services must obtain the prior review and approval of the City Manager. Additionally, any contract for consultants/professional and general services involving an expenditure of funds in excess of \$10,000 shall require proposals from at least three service providers or firms if they are available to submit. Provided, however, if the department wishing to engage in consultant/professional or general service provider is unable to obtain at least two proposals, a written explanation of such inability must be submitted to the City Manager.

16.0 TIE BIDS

- 16.1 If two or more low bids are received for the same total amount or unit price, and the quality and service are equal, the contract shall be awarded to one of the tie bidders by evaluating the services based on factors addressing equity in ownership, employment, or community impact ~~by drawing lots in public~~, unless one of the bidders is a taxpayer or resident of the City, in which case such taxpayer or resident shall be awarded the contract.

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17.0 CONTRACT MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS

- 17.1 After a contract has been awarded it may become necessary to make modifications to reflect changes in circumstances and unforeseen needs. Change orders are permitted if the modification does not cause a fundamental change to the contract. If the City reasonably determines that a fundamental change in a contract is necessary, the City may terminate the existing contract, put the matter out for competitive bidding and award a new contract (possibly to a new party).

When a change order increases the dollar amount of a contract, said change must be requested by the Department Head who originally obtained authorization to solicit bids. If the dollar amount of the change order is less than \$50,000, the change order must be authorized by the Department Head and the City Manager; if the change order is \$50,000 or more, it must be authorized by City Council.

All signed change orders must be filed with the City Clerk to be attached to the original contract.

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18.0 Contracting with DBEs, (MBE's, and WBE's)

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18.0 Contracting with MBE's and WBE's

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18.1 In accordance with 2 CFR Part 200.321 (a), (b) (1-6), all necessary affirmative steps will be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

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A-F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

18.2 The purchasing agent shall also be responsible to perform said duties as outlined in Section 3.0 of this policy in accordance with 2 CFR Part 200.318-326 when procuring competitive bid.

18.2 The purchasing agent shall fully involve the Office of Diversity, Equity, and Inclusion (DEI). by:

A. Providing solicitation lists described in section 18.1(a) to the DEI; and,

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B. Coordinating with the DEI and Community Engagement to provide classes to the public on both construction and goods and services bidding, informing potential bidders what the requirements are to qualify as a Micro Local Business Enterprise (MLBE) to achieve certification.

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EXHIBIT B

SALE OF CITY OWNED PROPERTY

Purpose

Whenever any City property is no longer required for corporate or public purposes, the same may be offered for sale to the public. Personal property not exceeding \$100 in value may be sold for cash by the Purchasing Agent for the best price obtainable. City owned Property valued in excess of \$100 may be sold after per the Vacant City Property sales procedure or by advertising and receiving competitive bids.

Alternatively, at the discretion of the Purchasing Agent, property may be disposed of through direct sale to governmental, educational or nonprofit entities, or may be sold at public auction.

Section 2:

Bid procedures for City owned property in absence of public auction.

- (1) A notice inviting offers for the purchase of City property shall be published in at least one applicable publication and on the City's website not less than seven days before the date set for receiving offers by the City. Such notice is to include a general description of the items to be sold, state where specifications may be secured, state where the property may be viewed, and the time and place for submitting and opening offers.
- (2) Sealed offers shall be submitted to the City on or before the date and time specified for receipt of the offer in the notice. All offers shall be submitted to the City Purchasing Agent or his or her designee.
- (3) Offers shall be publicly opened by the Purchasing Agent at the time, date and place specified in the notice. All persons interested shall be allowed to be present. The total amount of each offer shall be read aloud by the person or persons opening the offers.
- (4) The offers shall be examined by the Purchasing Agent, and the highest responsible offer shall be selected.

The above procedures shall not apply to direct sales to governmental, educational or nonprofit entities.

Section 3:

Recovered stolen property or abandoned personal property in the possession of the City Police Department shall be disposed of pursuant to Chapter 21, Article IV of the City Code.

EXHIBIT C

THE SALE OF CITY OWNED VACANT PROPERTY

Purpose:

The City of Jackson acquires properties from the Jackson County Treasurer's Department through the Tax Foreclosure process annually. The vacant parcels that are no longer required for corporate or public purposes may be sold to adjacent property owners based on the below eligibility requirements.

Alternatively, at the discretion of the Purchasing Agent, property may be disposed of through direct sale to governmental, educational or nonprofit entities, or may be sold at public auction.

Section 1:

- 1) A formal offer must be submitted to the City Manager's office at Jackson City Hall for eligibility review. The offer must contain the name, address, phone number of the person requesting to purchase.
- 2) The offer must contain the address or parcel ID number of the vacant property. The City requests that the offers also contain information regarding what the requestor's purpose for acquiring the vacant property.
- 3) The offer must contain a proposed purchase price for the vacant property.
- 4) The requestors privately owned property must be immediately adjacent to the vacant parcel requested.
- 5) Requestors must be willing to sign a Property Transfer and Development Agreement with the City of Jackson.

Note All requests to purchase vacant property will be reviewed in the order that they are received. The City reserves all rights to keep or remit any property in its possession.

- 6) City staff will notify the requestor that their offer has been approved or denied either by phone or mail.
- 7) Requestors will have time to review the Property Transfer and Development Agreement. By signing the Agreement, the requestor acknowledges and agrees to all of the terms of the Agreement, including:
 - A. Combination of the property with their own privately held lot;

- B. Payment of property taxes;
- C. Maintenance of the property in accordance with the City Code.