JACKSON
Founded 1829

AGENDA - CITY COUNCIL

Tuesday, November 12, 2024

6:30 PM

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE.**

   A. Invocation to be given by Mayor Daniel Mahoney.

3. **ROLL CALL.**

4. **ADOPTION OF AGENDA.**

5. **PRESENTATIONS/PROCLAMATIONS.**

   A. A proclamation declaring November as Family Court Awareness Month in the City of Jackson

6. **PUBLIC HEARINGS.**

   A. Termination of Industrial Development District No. 98

   Conduct a public hearing, in accordance with PA 198 of 1974, to terminate Industrial Development District No. 98.

7. **CITIZEN COMMENTS.**

   (3-Minute Limit)

8. **CONSENT CALENDAR.**

   Consent Action

A. Minutes of the October 22, 2024, Regular Meeting of the Jackson City Council

B. Reappointment to Administrative Hearings Bureau

Approve the Mayor's recommendation to reappoint Charles Falahee as an Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two-year term, beginning January 1, 2025 and ending on December 31, 2026.

C. Traffic Control Order 2403 - Autistic Child Signs – Seymour, Gracel to Floral

Approval of Traffic Control Order 2403 to install "Autistic Child Area" signs on Seymour Avenue, between Gracel Street and Floral Avenue.

D. City of Jackson, Michigan Financial Statements as of and for the Three Months Ended September 30, 2024

E. Special Event Application: Our Lady of Guadalupe Procession

Approve a request from the Sacred Heart Chapel to host the Our Lady of Guadalupe Procession on the streets of downtown Jackson.

F. Special Event Application: Kiwanis Newspaper Fundraiser

Approve a request from the Kiwanis Club of Jackson, Michigan to host the Annual Newspaper Fundraiser on the sidewalks of downtown Jackson.

G. Resolution -Social District Hours of Operation

Adopt a resolution reflecting the October 22, 2024, vote to approve the expansion of the Social District hours of operation.

9. OTHER BUSINESS.

A. Approve the creation of a City of Jackson Curb Appeal Program

Authorize the creation of a City of Jackson Curb Appeal Program, approve the Program Guidelines and the creation of related application/administrative documents, and authorize the City Manager and City Attorney to make minor modifications as needed.

10. NEW BUSINESS.

A. 2025 Janitorial Services Contract for the Public Works Departments (4)

Approve the contract award for 2025 janitorial services for the Public Works Department (four locations) to Facilities 360 in the amount of $59,530.92, and

authorize the Finance Director and the City Manager to execute the appropriate documents in accordance with the Purchasing Agent.

B. Resolution - Termination of Industrial District No. 98

Approve a resolution terminating Industrial District No. 98 at the request of Sherriff-Goslin, the property owner that initiated the request to establish the district.

C. Sale of City owned property located at 116 E. Mason

Approve the sale of City owned property located at 116 E. Mason Street to K&R Real Investments, Inc, and authorize the City Manager to execute property transfer documents.

D. Approve a resolution for the contract award to Seven Brothers Painting Inc., in the amount of $776,000 for the 2025 West Clarifier Re-Paint & Repairs Project.

Approve a resolution for the contract award to Seven Brothers Painting Inc., in the amount of $776,000 for the 2025 West Clarifier Re-Paint & Repairs Project.

E. Feasibility Study for a Mid-Michigan Regional Lime Calciner

Adopt resolution to enter into a Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner, and the City agrees to financially support the cost of the Mid-Michigan Regional Lime Calciner Feasibility Study in the amount of 14.36% of costs over and above $675,000, at a not to exceed the amount of $35,900.

F. Resolution for the Grant Agreement with the Michigan Department of Environment, Great Lakes and Energy

Approval of a resolution to enter into the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the American Rescue Plan - State Revolving Fund and authorize the Water Treatment Plant Supervisor and City Clerk to execute the appropriate documents.

G. Approval of the first amendment to the contract agreement with Johnny’s Tree Service, Inc., for as-needed tree trimming, tree removals, and stump grinding and restoration in the increased amount of up to $200,000.

Approval of the first amendment to the contract agreement with Johnny’s Tree Service, Inc., for as-needed tree trimming, tree removals, and stump grinding and restoration in the increased amount of up to $200,000.

H. Nixon Pool Resurfacing Project

Approve the lowest quote for pool resurfacing to Reflections Pool and Spa of Fort Gratiot, Michigan, for *$125,000.*

I. Resolution suspending enforcement of firearms discharge in Ella Sharp Park and contracting with Aaron's Nuisance of Rives Junction for deer harvest in the amount of $40,000.

To approve a resolution suspending enforcement of firearms discharge in Ella Sharp Park and contracting with Aaron's Nuisance of Rives Junction for $40,000.

J. Resolution to accept $300,000 from the Department of Natural Resources Trust Fund Grant to finish the MLK Equality Trail from the Optimist Shelter to Weatherwax Road.

Accept a resolution for $300,000 from the Department of Natural Resources Trust Fund Grant to finish the MLK Equality Trail from the Optimist Shelter to Weatherwax Road.

K. Change to the Standard Lighting Contract with Consumers Energy for Installation of a Streetlight.

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the addition of a streetlight at 1607 Kent Street and authorize the Mayor and City Clerk to execute the appropriate documents.

L. Resolution for Adoption for an Agreement with the EPA - Hupp Avenue and Morrell Street Transmission Water Main.

Adopt a resolution to enter into an agreement with the United States Environmental Protection Agency (EPA) for transmission water main construction on Hupp Avenue and Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents.

M. Amendment 1 – RAISE Program Agreement with USDOT and MDOT MLK Corridor Reimagined Reconstruction Project.

Approve Amendment 1 to the RAISE Program agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for the MLK Corridor Reimagined street reconstruction project and authorize the Mayor and City Clerk to execute the appropriate documents.

N. Youth Council Membership Eligibility

Approve the first reading and advance to second reading an amendment to section Sec. 15-39 Appointment of youth council members of the City of Jackson Code of Ordinances to include eligibility of middle school students

and high school students.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

PROCLAMATION

WHEREAS, the mission of Family Court Awareness Month (FCAM) is to raise awareness about the importance of a family court system that prioritizes child safety and acts in the best interests of children. FCAM also aims to improve recognition among court professionals, legislators, and the public that family court decisions have profound and lasting impacts on the lives of children and families, making it essential that these decisions are informed by the latest research and best practices in child safety; and

WHEREAS, an estimated 58,000 children in the U.S. are ordered into unsupervised contact with abusive parents each year, resulting in hundreds of child murders during visitation with a dangerous parent. In Michigan, 39 children have been killed by a parent since 2008 during divorce or custody disputes; and

WHEREAS, in August 2024, 6-year-old Rowan Morey of Caledonia, Michigan, was not returned to his mother after his father's parenting time. A search led police to discover that Rowan had been shot and killed by his father, who then took his own life. Rowan's mother had previously reported the father's abusive behavior to both family court and Child Protective Services; and

WHEREAS, in August 2022, 16-month-old Chaos Demilo McCarthy was murdered by his father in Genesee County. A Genesee County judge had awarded the father temporary custody just weeks before the boy's death, despite the father's prior felony conviction; and

WHEREAS, in September 2021, 3-year-old Dylan Thebo was fatally shot by his father in a murder-suicide during court-ordered visitation in Kent County. Dylan's mother had made repeated efforts to report her ex-husband's abuse and threats to six different entities; and

WHEREAS, in 2015, the Tsimhoni children's abuse claims were dismissed by the Oakland County Family Court, and the children were sent to juvenile hall for resisting visitation with their father. Controversial reunification therapy was ordered, which mandates reconciliation with alleged abusers. This therapy, which is not evidence-based, has been shown to be detrimental and despite findings of judicial misconduct in the case, reunification therapy is still frequently ordered by family courts; and

WHEREAS, Kent County, Michigan, following six domestic violence-related homicides within three months in 2021, recognized the need for a specialized Domestic Violence Court. This court, staffed by individuals knowledgeable about the intricacies of domestic violence, aims to support victims and families, hold offenders accountable, and prevent further homicides; and

WHEREAS, the mission of Family Court Awareness Month (FCAM) is to promote judicial education and awareness about the necessity of using scientifically validated, evidence-based treatment programs that are proven to be safe and effective. This education should include training on domestic violence, child abuse (emotional, psychological, physical, and sexual), childhood trauma, coercive control, and post-separation abuse for judges and all professionals involved in family court cases; and

WHEREAS, FCAM is dedicated to educating judges and family court professionals on the importance of incorporating evidence-based, peer-reviewed research into their decision-making. This includes the Adverse Childhood Experiences (ACEs) Study (Vincent Felitti, Kaiser Permanente-CDC), Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (Daniel Saunders, University of Michigan), and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (Joan S. Meier, GW Law School). This research reveals a prevalent gender bias against mothers who report abuse in family courts, despite false allegations being rare, and emphasizes the need for impartial decision-making to protect children's well-being; and

WHEREAS, Family Court Awareness Month aims to encourage collaboration among legislators, advocates, professionals, and the community to improve family court practices, ensuring they are guided by evidence-based research and prioritize the safety and best interests of children;

NOW, THEREFORE, I, Mayor Daniel J. Mahoney, hereby declare the Month of NOVEMBER, 2024 to be FAMILY COURT AWARENESS MONTH in the City of Jackson, Michigan.

CITY OF JACKSON MICHIGAN FOUNDED IN 1829

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Jackson, Michigan to be affixed this 12th Day of November, 2024.

Daniel J. Mahoney, Mayor

RESOLUTION TO TERMINATE INDUSTRIAL DEVELOPMENT DISTRICT NO. 98

WHEREAS, on July 30, 2024 Sherriff-Goslin Co. submitted paperwork to formally request the Jackson City Council to consider establishing an Industrial Development District to include the property located 503 E Biddle Street and only the property located at 503 E. Biddle Street; and

WHEREAS, on August 13, 2024 a public hearing was held in compliance with PA 198 of 1974; and

WHEREAS, the Jackson City Council considered a resolution establishing Industrial Development District No. 98 after the hearing; and

WHEREAS, the resolution establishing Industrial Development District No. 98 was approved; and

WHEREAS, on October 1, 2024 Sherriff-Goslin requested that the City of Jackson dissolve the Industrial Development District so that they move forward with a Commercial Facilities Exemption Certificate Application; and

WHEREAS, the Jackson City Council has not approved an industrial facilities exemption certificate within Industrial District No. 98; and

WHEREAS, in accordance with MCL 207.554(8), it is necessary to terminate Industrial Development District No. 98 before Council may consider establishing a Commercial Redevelopment District at 503 E. Biddle Street.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jackson that Industrial Development District No. 98 has been terminated.

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 12th day of November, 2024

IN WITNESS WHEREOF, I have
hereto affixed my signature and
Seal of the City of Jackson, Michigan,
on this 13th day of November, 2024

_____

Andrea Muray, City Clerk

CITY COUNCIL MEETING MINUTES

October 22, 2024

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 6th Ward Councilmember Will Forgrave.

ROLL CALL:

Present: Mayor Daniel Mahoney, First Ward Councilmember Arlene Robinson, Vice Mayor/Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Conner Wood, Fifth Ward Councilmember Shalanda Hunt, and Sixth Ward Councilmember Will Forgrave.

Absent:

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt. Deputy Director of Fire Services Tim Gonzales, City Engineer Troy White, and Senior Appraiser Debi Koehn.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

A. Public Hearing of Necessity - Meterless Parking

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to conduct a public hearing to determine the necessity of the continuation of the meterless parking operation in downtown Jackson. Vote was done by voice with all in favor. Motion carried.

Public comments were heard.

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

B. Public Hearing of Necessity- Construction on Pearl Street, Cooper Street to Waterloo Avenue

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to open a public hearing of necessity for construction on Pearl Street, Cooper Street to Waterloo Avenue. Vote was done by voice with all in favor. Motion carried.

City Engineer Troy White provided an overview of the proposed project.

No comments were offered during the hearing.

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

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the October 8, 2024 Regular Meeting of the Jackson City Council

B. Special Event Application: Jackson Christmas Parade 2024
Approve a request from the Christmas Parade Committee to host the Downtown Jackson Christmas Parade on November 22, 2024, in downtown Jackson.

C. Special Event Calendar: Jack-O-Lantern Paws Parade Fest
Approve a request from Jack-Son Signature, LLC to host the Jack-O-Lantern Paws Parade Fest on October 26, 2024, in Horace Blackman Park and True Community Credit Union City Square.

D. Special Event Application: Jackson Turkey Trot 5k/10k Run/Walk
Approve a request from Tina & Jeff Beagle to host the Jackson Turkey Trot on November 22, 2024, in Ella Sharp Park.

E. Resolution - Delinquent Invoices
Approve the resolution placing delinquent invoices on the 2024 Winter Tax Bill

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

OTHER BUSINESS:

A. East Side Economic Development Update

City Manager Jonathan Greene provided Council with an update on the East Side Economic Development Plan.

B. Second Reading/Final Adoption of Ordinance No. 2024-08 to Separate the Position of Director of Police and Fire Services into Two Positions
Recommendation: Approve the separating of the Director of Police and Fire Services into a Police and Fire Chief, as well as the applicable ordinance changes and move to second reading. In addition, authorize the City Manager to make the necessary administrative changes to the City's Personnel Policy and/or job classifications in accordance with the amendments.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to approve the separating of the Director of Police and Fire Services into the Police and Fire Chief. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

C. Contract Award for Signal Shop Maintenance
Approve the award of the Signal Shop Maintenance contract to J. Ranck Electric, Inc. of Mount Pleasant, Michigan for a term of two calendar years with two possible two-year extensions and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the award of the Signal Shop Maintenance contract to J. Ranck Electric, Inc. of Mount Pleasant, Michigan for a term of two calendar years with two possible two-year extensions and authorize the Mayor and City Clerk to execute the appropriate document(s). Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Gunn, Wood, and Hunt (5). Nays: Councilmembers Robinson and Forgrave (2). Motion carried.

NEW BUSINESS:

A. Resolution - Meterless Parking Necessity
Recommendation: *Approve the resolution determining the necessity for meterless parking in downtown Jackson as recommended by the Downtown Development Authority.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve the resolution determining the necessity for meterless parking in downtown Jackson as recommended by the Downtown Development Authority. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, and Hunt (5). Nays: Vice Mayor Dancy and Councilmember Forgrave (2). Motion carried.

Motion was made by Mayor Mahoney, seconded by Vice Mayor Dancy to have a study and RFP for metered parking. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

B. Resolution - Construction on Pearl Street, Cooper Street to Waterloo Avenue Necessity
Recommendation: Approve a resolution ordering construction on Pearl Street, Cooper Street to Waterloo Avenue

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to approve a resolution for construction on Pearl Street, Cooper Street to Waterloo Necessity. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Hunt (6). Nays: Councilmember Forgrave (1). Motion carried.

C. Budget Amendment and PSN Grant Award Acceptance
Recommendation: *Authorize Police & Fire Services Director Elmer Hitt to accept the FY 2024 PSN grant on behalf of the City, and amending the budget with the awarded funds as shown in the attached resolution.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to authorize Police & Fire Services Director Elmer Hitt to accept the FY 2024 PSN grant on behalf of the City. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

D. Downtown Jackson Social District Hours of Operation

Recommendation: *Approve the expansion of Downtown Jackson Social District hours of operation. From: Thursdays from 12 pm until 12 am; Fridays from 12 pm until 12 am, Saturdays from 9 am until 12 am, and Sundays from 9 am until 12 am, with additionally-approved special days during holidays, as designated by the Office of the City Manager, for the day before, the day of, and the day after those holidays. Furthermore, if any of those holidays fall on a Monday, Tuesday, or Wednesday, the hours will be consistent with the hours for Thursdays and Fridays of 12 pm until 12 am. To: Monday – Sunday 8:00 am -12:00am.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve the expansion of Downtown Jackson Social District hours of operation. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

E. City of Jackson Curb Appeal Program

Recommendation: *Authorize the creation of a City of Jackson Curb Appeal Program, approve the Program Guidelines and the creation of related application/administrative documents, and authorize the City Manager and City Attorney to make minor modifications as needed.*

Motion was made by Councilmember Robinson, seconded by Councilmember Gunn to authorize the creation of a City of Jackson Curb Appeal Program and approve the program guidelines.

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

F. Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Brothers, Inc.

Recommendation: *Approve Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Brothers, Inc. to modify the contract to update federal boilerplate language to meet current requirements and authorize the City Manager and City Engineer to execute the appropriate document. The contract amount remains unchanged by this Change Order.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Brothers. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. Traffic Control Order 2404 - School Zone Speed Limit Signs – Argyle Street – Brown to Wisner

Recommendation*: Approval of Traffic Control Order 2404 to install School Zone Speed Limit signs reducing the speed limit to 25 miles per hour during the hours of 6:50 - 7:20 am and 2:10 – 2:50 pm on Argyle Street between Brown Street and Wisner Street.*

Motion was made by Councilmember Wood, seconded by Councilmember Hunt to approve Traffic Control Order 2404 to install School Zone Speed Limit signs reducing the speed limit to 25 miles per hour during the hours of 6:50 -7:20 am and 2:10 – 2:50 pm on Argyle Street between Brown Street and Wisner Street. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

EXECUTIVE SESSION:

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to conduct closed session pursuant to MCL 15.268(d) to consider the purchase of real property. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to return to open session. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the purchase of 736 Page Avenue and all permits/licenses owned by the seller for the price on $105,000 and for the City Attorney and City Manager to prepare and make minor modifications and sign documents to affect the purchase. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Wood. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 9:17 p.m.

CITY OF JACKSON
Founded 1829

Office of the Mayor
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

MEMO TO: City Councilmembers

FROM: Daniel J. Mahoney, Mayor

DATE: November 12, 2024

SUBJECT: Reappointment to Administrative Hearings Bureau

RECOMMENDATION:

> **Approve the Mayor's recommendation to reappoint Charles Falahee as an Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two-year term, beginning January 1, 2025 and ending on December 31, 2026.**

In accordance with City Code, Chapter 2.5, the Administrative Hearings Bureau officer appointed by the Mayor with the consent of City Council must be an attorney admitted to the practice of law in the State of Michigan for at least five (5) years. The Administrative Hearings Bureau Officer will serve a term of two (2) years and is removable only upon just cause.

It is my desire, therefore, to reappoint Charles Falahee as an Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two year term, beginning January 1, 2025 and ending on December 31, 2026.

Your consideration and concurrence is appreciated.

DJM:lmm

City of Jackson Board/Commission Application

First Name	Charles
Last Name	Falahee
Address	167 Bedford Dr
City	Brooklyn
State	MI
Zip	49230
Phone Number	517-784-1985
Email	cpfalahee@comcast.net
Last four digits of Social Security Number	
Occupation	Retired attorney and District Court Judge.
Describe your community involvement.	Served as a District Judge for 19 years. Have served on numerous boards and commissions over the course of my lifetime.
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?	Township of Columbia
If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you	Administrative Hearings Bureau

interested in? You may choose more than one.	
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 asking to be reappointed as I have served as an ALJ for the City on the AHB for the last several years.
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 J Falahee Jr
Date of Submission	11/5/2024

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Traffic Control Order 2403 - Autistic Child Signs – Seymour, Gracel to Floral

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Recommendation:

Approval of Traffic Control Order 2403 to install “Autistic Child Area” signs on Seymour Avenue, between Gracel Street and Floral Avenue.

Attached is a memo from Troy White, City Engineer, for a Traffic Control Order for traffic control signage as described above.

I recommend approval of Traffic Control Order 2403. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: November 12, 2024

RECOMMENDATION: Approval of Traffic Control Order 2403 to install “Autistic Child Area” signs on Seymour Avenue, between Gracel Street and Floral Avenue.

ISSUE STATEMENT

There has been a request from a resident in the 900 block of Seymour Avenue who has an autistic child residing in the household. They would like “Autistic Child Area” signs placed within their block due to the large amount of traffic on this street. The resident also advised that the child is also known for escaping or walking away.

DESCRIBE THE CONSEQUENCES

The approval of this TCO will provide notice to motorists of the situation in this block and may reduce the chances of the subject child getting struck by a vehicle in the event said child wanders unattended from their residence and into the roadway.

OWNERSHIP

The City of Jackson is responsible for the traffic control signage on city streets. Posting these signs will give added warning to drivers to watch for children who may unknowingly enter the roadway.

SOLUTION

Engineering, after review of the request, agrees with installing the two “Autistic Child Area” signs. The estimated cost for the signs is $385.48, broken down as follows and paid from Major Streets Traffic funds.

- 2 – Autistic Child Area signs @ $51.55/$103.10
- 1 – sign posts, @ $37.70
- 2 – hours labor/equipment, @ $122.34/$244.68 total
- Estimated total = $385.48

FACILITATE IMPLEMENTATION

Approval of Traffic Control Order 2403 to install “Autistic Child Area” signs on Seymour Avenue, between Gracel Street and Floral Avenue.

ATTACHMENTS

1. Engineering TCO 2403 Autistic Child Area Sign ATTACHMENTS

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order No. 2403

LOCATION: **Seymour Avenue between Gracel Street and Floral Avenue.**
DATE: November 12, 2024
ASSIGNED TO: Sign Shop

TCO DESCRIPTION

At the request of a resident, investigate the possibility of installing "Autistic Child Area" signs on Seymour Avenue between Gracel Street and Floral Avenue.

BY TROY R. WHITE, P.E., CITY ENGINEER

RECOMMENDATION

Install "Autistic Child Area" signs on Seymour Avenue between Gracel Street and Floral Avenue.

APPROVED ☐ REJECTED ☐ **DATE: 11/12/24** BY CITY COUNCIL

WORK ASSIGNMENT:
DATE: 11/12/2024
TO: Sign Shop

Install "Autistic Child Area" signs on both sides of Seymour Avenue between Gracel Street and Floral Avenue. One on the west side of Seymour Street, 125' north of Phillips Street in the right –of-way in front of 1006 Seymour Avenue and one on the east side of Seymour Street in front of 913 Seymour Street on the existing post for the No Parking sign.

BY TROY R. WHITE, P.E.

MATERIALS USED

1								2
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other____

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

Distribution: 1. Sign Shop/Miss Dig 2. Police Dept. 3. Fire Dept 4. City Clerk 5. Enter to TCO Database

Seymour Avenue Between Gracel Street and Floral Avenue
Autistic Child Sign

TCO 2403



CITY OF JACKSON MICHIGAN

Financial Statements

As of and for the Three Months Ended September 30, 2024
(Unaudited and Prepared on the Adopted Budget-Basis)

EXPENDITURE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE		
	FY2025	FY2025	September 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
FUND TYPE/FUND NAME						
General Fund						
101 - GENERAL						
101-000 - CITY COUNCIL	121,212	$121,212	$8,076	$30,510	25.17%	$90,702
103-000 - CHARTER REVIEW COMMITTEE	2,500	$2,500	–	–	0.00%	$2,500
172-000 - CITY MANAGER	547,902	$547,902	$36,315	$127,911	23.34%	$419,991
191-000 - FINANCE	692,384	$692,384	$48,742	$218,988	31.62%	$473,396
215-000 - CITY CLERK	418,878	$418,878	$26,604	$74,788	17.85%	$344,090
228-000 - MANAGEMENT INFORMATION SERVICES	462,336	$462,336	$105,389	$148,592	32.13%	$313,744
233-000 - PURCHASING	126,943	$126,943	($2,079)	$77,905	61.37%	$49,038
253-000 - CITY TREASURER	458,257	$458,257	$27,988	$78,490	17.12%	$379,767
254-000 - CITY INCOME TAX ADMINISTRATION	269,322	$269,322	$14,770	$41,570	15.43%	$227,752
257-000 - CITY ASSESSOR	536,951	$536,951	$46,723	$129,176	24.05%	$407,775
262-000 - CITY CLERK-ELECTIONS	204,033	$204,033	$10,427	$42,951	21.05%	$161,082
265-000 - CITY HALL AND GROUNDS	823,267	$823,267	$51,869	$175,460	21.31%	$647,807
266-000 - CITY ATTORNEY	870,007	$870,007	$64,144	$186,656	21.45%	$683,351
270-000 - PERSONNEL & LABOR RELATIONS	637,912	$637,912	$32,078	$76,616	12.01%	$561,296
278-000 - UNALLOCATED	835,290	$835,290	$64,340	$136,456	16.33%	$698,834
299-000 - ADMINISTRATIVE HEARINGS BUREAU	218,549	$218,549	$8,608	$25,674	11.74%	$192,875
301-000 - POLICE	12,347,317	$12,347,317	$836,461	$2,319,348	18.78%	$10,027,969
311-224 - OSHP GRANT	13,114	$13,114	$11,204	$11,204	85.43%	$1,910
320-000 - CONSORTIUM TRAINING	36,000	$36,000	–	–	0.00%	$36,000
321-000 - IN SERVICE TRAINING	16,000	$16,000	–	–	0.00%	$16,000
322-000 - MCOLES TRAINING	–	–	$2,550	$2,550	–	($2,550)
340-000 - FIRE SUPPRESSION	6,487,641	$6,487,641	$391,985	$1,277,400	19.68%	$5,210,241
350-000 - PUBLIC SAFETY-UNALLOCATED	1,937,698	$1,937,698	$141,104	$485,721	25.06%	$1,451,977
442-000 - FORESTRY	873,773	$873,773	$34,223	$110,626	12.66%	$763,147
444-000 - SIDEWALK CONSTRUCTION	152,254	$152,254	$1,690	$16,416	10.78%	$135,838
445-000 - DRAINS AT LARGE	109,921	$109,921	$2,250	$2,345	2.13%	$107,576
450-000 - STREET LIGHTING	630,230	$630,230	$59,082	$173,985	27.60%	$456,246
455-000 - WEED CONTROL	106,644	$106,644	$19,304	$49,248	46.17%	$57,396
465-000 - GROUNDS MAINTENANCE	505,346	$505,346	$18,901	$60,003	11.87%	$445,343
567-000 - CEMETERIES	533,853	$533,853	$32,877	$89,429	16.75%	$444,424
571-000 - TAX PROPERTY MAINTENANCE	229,478	$229,478	$9,872	$51,625	22.49%	$177,853
572-000 - CIVIC AFFAIRS	142,987	$142,987	$5,717	$15,434	10.79%	$127,553
701-000 - PLANNING	272,477	$272,477	$18,678	$51,415	18.86%	$221,062

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE		
	FY2025	FY2025	September 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
728-000 - ECONOMIC DEVELOPMENT	140,500	$140,500	$32,689	$46,273	32.93%	$94,227
752-000 - PARKS, RECREATION & GROUNDS ADMIN.	347,158	$347,158	$31,598	$121,461	34.98%	$225,697
758-000 - LT. NIXON MEMORIAL POOL	116,975	$116,975	$18,539	$105,868	90.50%	$11,107
771-000 - PARKS & FACILITIES MAINTENANCE	1,169,290	$1,169,290	$134,134	$460,537	39.38%	$708,753
803-000 - HISTORICAL DISTRICT	14,574	$14,574	$1,039	$2,918	20.02%	$11,656
806-000 - DIVERSITY, EQUITY & INCLUSION	409,181	$409,181	$21,758	$67,913	16.59%	$341,268
965-000 - CONTRIBUTIONS TO OTHER FUNDS	590,199	$590,199	–	–	0.00%	$590,199
101 - GENERAL TOTAL	**34,408,353**	**$34,408,353**	**$2,369,647**	**$7,093,461**	**20.61%**	**$27,314,892**
102 - BUDGET STABILIZATION	30,000	$30,000	–	–	0.00%	$30,000
GENERAL FUND TOTAL	**34,438,353**	**$34,438,353**	**$2,369,647**	**$7,093,461**	**20.59%**	**$27,344,892**
Permanent Fund						
151 - CEMETERY PERPETUAL MAINTENANCE	25,000	$25,000	–	–	0.00%	$25,000
155 - ELLA W. SHARP ENDOWMENT FUND	20,550	$20,550	–	–	0.00%	$20,550
160 - LLOYD E. MOUNT ENDOWMENT	5,100	$5,100	–	–	0.00%	$5,100
PERMANENT FUND TOTAL	**50,650**	**$50,650**	**–**	**–**	**0.00%**	**$50,650**
Special Revenue Fund						
202 - MAJOR STREET	14,911,260	$14,911,260	$405,473	$773,532	5.18%	$14,137,728
203 - LOCAL STREET	2,056,470	$2,056,470	$266,005	$457,995	22.27%	$1,598,475
208 - ELLA W. SHARP PARK OPERATING	1,051,718	$1,051,718	$139,393	$342,771	32.59%	$708,947
213 - OPIOID SETTLEMENT FUND	62,739	$62,739	–	–	0.00%	$62,739
218 - AFFORDABLE HOUSING FUND	1,658,800	$1,658,800	$27,153	$120,076	7.23%	$1,538,725
234 - HCDF MICH GRANT	–	–	–	$4,713	–	($4,713)
245 - PUBLIC IMPROVEMENT	1,335,840	$1,335,840	$144,112	$144,112	10.78%	$1,191,728
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,621,212	$1,621,212	$441,083	$441,881	27.25%	$1,179,331
249 - BUILDING DEPARTMENT	623,988	$623,988	$41,504	$115,414	18.49%	$508,574
251 - HOUSING CODE ENFORCEMENT	1,500,661	$1,500,661	$78,787	$225,474	15.02%	$1,275,187
252 - BUILDING DEMOLITIONS	393,000	$393,000	$70	$26,420	6.72%	$366,580
265 - DRUG LAW ENFORCEMENT	35,432	$35,432	$1,374	$5,047	14.24%	$30,385
272 - SAFER GRANT	301,801	$301,801	$100,688	$141,652	46.93%	$160,149
273 - PROJECT SAFE NEIGHBORHOOD	143,028	$143,028	$835	$18,228	12.74%	$124,800
275 - BYRNE/JAG PROGRAMS	–	–	–	$25,000	–	($25,000)
279 - AMERICAN RESCUE PLAN ACT	75,000	$75,000	–	–	0.00%	$75,000
280 - HOUSING REDEVELOPMENT	–	–	–	$11,124	–	($11,124)
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	$100,000	–	$34,278	34.27%	$65,722
296 - RECREATION ACTIVITY	268,824	$268,824	$93,981	$181,177	67.39%	$87,647
297 - RECREATION MILLAGE	911,550	$911,550	$72,191	$192,231	21.08%	$719,319
SPECIAL REVENUE FUND TOTAL	**27,051,323**	**$27,051,323**	**$1,812,646**	**$3,261,123**	**12.05%**	**$23,790,200**
Debt Service Fund						
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	$223,792	–	–	0.00%	$223,792
352 - 2017 MTF BONDS D/S FUND	761,885	$761,885	–	–	0.00%	$761,885
353 - 2024 MTF BONDS D/S FUND	–	–	–	$500	–	($500)
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	763,691	$763,691	–	–	0.00%	$763,691
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	$145,743	$144,112	$144,112	98.88%	$1,631
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	$1,400,250	–	–	0.00%	$1,400,250
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	$1,764,600	–	–	0.00%	$1,764,600
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	$38,593	–	–	0.00%	$38,593
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	$3,032,403	–	–	0.00%	$3,032,403
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	$207,157	–	–	0.00%	$207,157
DEBT SERVICE FUND TOTAL	**8,338,114**	**$8,338,114**	**$144,112**	**$144,612**	**1.73%**	**$8,193,502**
Capital Projects Fund						
401 - CAPITAL PROJECTS	330,000	$330,000	–	–	0.00%	$330,000

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE		
	FY2025	FY2025	September 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
402 - WATER EQUIPMENT & REPLACEMENT	28,677,405	$28,677,405	$18,792	$574,382	2.00%	$28,103,023
403 - LEAD SERVICE LINE REPLACEMENT	1,696,998	$1,696,998	$252,503	$350,377	20.64%	$1,346,621
404 - DPS SANITARY SEWER MAINTENANCE	673,281	$673,281	$49,147	$136,043	20.20%	$537,238
405 - SANITARY SEWER REPLACEMENT	6,214,142	$6,214,142	$433,562	$857,783	13.80%	$5,356,359
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,304,666	$13,304,666	$273,130	$427,941	3.21%	$12,876,726
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	$2,492,187	$8,903	$1,420,199	56.98%	$1,071,988
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	$9,710,899	$683,894	$1,763,770	18.16%	$7,947,129
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	–	–	$258,241	$258,895	–	($258,895)
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	1,541,772	$1,541,772	–	–	0.00%	$1,541,772
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,832,100	$3,832,100	$35,575	$145,429	3.79%	$3,686,671
489 - BROWNFIELD REDEVELOPMENT	2,312,552	$2,312,552	$14,307	$16,185	0.69%	$2,296,367
494 - DDA PROJECT	3,239,560	$3,239,560	–	–	0.00%	$3,239,560
CAPITAL PROJECTS FUND TOTAL	**74,025,562**	**$74,025,562**	**$2,028,053**	**$5,951,004**	**8.03%**	**$68,074,558**
Special Assessment Funds						
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	$162,008	–	–	0.00%	$162,008
895 - SPECIAL ASSESSMENT	2,309,081	$2,309,081	–	–	0.00%	$2,309,081
SPECIAL ASSESSMENT FUNDS TOTAL	**2,471,089**	**$2,471,089**	**–**	**–**	**0.00%**	**$2,471,089**
Enterprise Fund						
514 - AUTO PARKING SYSTEM	282,147	$282,147	–	–	0.00%	$282,147
518 - PARKING ASSESSMENT	387,051	$387,051	$16,470	$67,701	17.49%	$319,350
519 - COOPER/FRANCIS PARKING DECKS	282,906	$282,906	$2,766	$5,449	1.92%	$277,457
590 - SEWER	26,884,143	$26,884,143	$2,206,100	$5,480,546	20.38%	$21,403,597
591 - WATER	47,408,410	$47,408,410	$2,626,163	$8,164,417	17.22%	$39,243,993
ENTERPRISE FUND TOTAL	**75,244,657**	**$75,244,657**	**$4,851,499**	**$13,718,113**	**18.23%**	**$61,526,544**
Internal Service Fund						
641 - PUBLIC WORKS ADMINISTRATION	522,909	$522,909	$31,202	$81,629	15.61%	$441,280
642 - ENGINEERING ADMINISTRATION	412,933	$412,933	$76,567	$117,543	28.46%	$295,390
643 - LOCAL SITE REMEDIATION REVOLVING	200,000	$200,000	–	–	0.00%	$200,000
661 - MOTOR POOL & GARAGE	1,808,820	$1,808,820	$128,616	$299,703	16.56%	$1,509,117
676 - WORKERS COMPENSATION	255,075	$255,075	$97,929	$100,536	39.41%	$154,539
677 - SELF-INSURED HEALTHCARE	6,481,950	$6,481,950	$465,773	$1,528,154	23.57%	$4,953,796
INTERNAL SERVICE FUND TOTAL	**9,681,687**	**$9,681,687**	**$800,088**	**$2,127,564**	**21.97%**	**$7,554,123**
Custodial Fund						
703 - COUNTY & SCHOOL TAX	28,860,000	$28,860,000	–	–	0.00%	$28,860,000
CUSTODIAL FUND TOTAL	**28,860,000**	**$28,860,000**	**–**	**–**	**0.00%**	**$28,860,000**
Pension Trust Fund						
731 - EMPLOYEES RETIREMENT SYSTEM	4,225,000	$4,225,000	$371,343	$1,087,790	25.74%	$3,137,210
732 - POLICE & FIRE PENSION	415,000	$415,000	$33,002	$101,038	24.34%	$313,962
734 - POLICE & FIRE ACT 345	6,240,000	$6,240,000	$474,727	$1,255,170	20.11%	$4,984,830
736 - PUBLIC EMPLOYEE HEALTH CARE	30,000	$30,000	$2,936	$2,936	9.78%	$27,064
PENSION TRUST FUND TOTAL	**10,910,000**	**$10,910,000**	**$882,008**	**$2,446,934**	**22.42%**	**$8,463,066**
FUND TYPE/FUND NAME TOTAL	**271,071,435**	**$271,071,435**	**$12,888,053**	**$34,742,812**	**12.81%**	**$236,328,623**

REVENUE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE		
	FY2025	FY2025	September 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
FUND TYPE/FUND NAME						
General Fund						
PROPERTY TAXES	11,585,297	$11,585,297	$706,866	$8,689,062	75.00%	$2,896,235
INCOME TAXES	10,900,000	$10,900,000	$287,269	$2,659,324	24.39%	$8,240,676
STATE REVENUE SHARING	5,787,831	$5,787,831	–	$17,341	0.29%	$5,770,490
LICENSES AND PERMITS	352,015	$352,015	$11,945	$29,440	8.36%	$322,575
FEDERAL GRANTS	293,407	$293,407	($2,116)	$0	0.00%	$293,407
STATE GRANTS	136,000	$136,000	–	$48,000	35.29%	$88,000
CONTRIBUTIONS FROM LOCAL UNITS	12,500	$12,500	–	–	0.00%	$12,500
CHARGES FOR GOODS AND SERVICES	1,423,349	$1,423,349	$28,115	$124,041	8.71%	$1,299,308
FINES AND FORFEITS	355,640	$355,640	$54,844	$140,476	39.49%	$215,164
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,100	$30,100	–	$1,450,825	4,820.01%	($1,420,724)
INVESTMENT INCOME	390,000	$390,000	$105,789	$116,027	29.75%	$273,973
MISCELLANEOUS	336,136	$336,136	$93,930	$104,311	31.03%	$231,825
CONTRIBUTIONS FROM OTHER FUNDS	190,000	$190,000	–	$2,108	1.10%	$187,892
GENERAL FUND TOTAL	**31,792,275**	**$31,792,275**	**$1,286,642**	**$13,380,955**	**42.08%**	**$18,411,320**
FUND TYPE/FUND NAME TOTAL	**31,792,275**	**$31,792,275**	**$1,286,642**	**$13,380,955**	**42.08%**	**$18,411,320**
CONSOLIDATED WITH GENERAL FUND						
102 - BUDGET STABILIZATION	30,000	$30,000	$12,973	$12,973	43.24%	$17,027
CONSOLIDATED WITH GENERAL FUND TOTAL	**30,000**	**$30,000**	**$12,973**	**$12,973**	**43.24%**	**$17,027**
ALL OTHER FUNDS						
Permanent Fund						
151 - CEMETERY PERPETUAL MAINTENANCE	45,000	$45,000	$138	$1,391	3.09%	$43,610
155 - ELLA W. SHARP ENDOWMENT FUND	30,550	$30,550	–	–	0.00%	$30,550
160 - LLOYD E. MOUNT ENDOWMENT	5,100	$5,100	–	–	0.00%	$5,100
PERMANENT FUND TOTAL	**80,650**	**$80,650**	**$138**	**$1,391**	**1.72%**	**$79,260**
Special Revenue Fund						
202 - MAJOR STREET	14,517,772	$14,517,772	($295,065)	$119,241	0.82%	$14,398,531
203 - LOCAL STREET	1,491,453	$1,491,453	($78,537)	$34,473	2.31%	$1,456,980
208 - ELLA W. SHARP PARK OPERATING	1,098,750	$1,098,750	$94,533	$306,645	27.90%	$792,105
213 - OPIOID SETTLEMENT FUND	–	–	$12,235	$66,647	–	($66,647)
218 - AFFORDABLE HOUSING FUND	1,658,800	$1,658,800	–	$35,300	2.12%	$1,623,500
245 - PUBLIC IMPROVEMENT	1,461,000	$1,461,000	$97,084	$1,076,328	73.67%	$384,672
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,597,500	$1,597,500	$3,127	$3,127	0.19%	$1,594,373
249 - BUILDING DEPARTMENT	520,900	$520,900	$51,110	$189,151	36.31%	$331,749
251 - HOUSING CODE ENFORCEMENT	1,021,400	$1,021,400	$51,657	$173,979	17.03%	$847,421
252 - BUILDING DEMOLITIONS	196,000	$196,000	$1,202	$107,327	54.75%	$88,673
265 - DRUG LAW ENFORCEMENT	20,000	$20,000	$1,009	$1,009	5.04%	$18,991
272 - SAFER GRANT	301,801	$301,801	($83,992)	$35,381	11.72%	$266,420
273 - PROJECT SAFE NEIGHBORHOOD	143,028	$143,028	($28,860)	$2,603	1.81%	$140,425
279 - AMERICAN RESCUE PLAN ACT	75,000	$75,000	–	–	0.00%	$75,000
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	$100,000	$15,800	$76,068	76.06%	$23,932
296 - RECREATION ACTIVITY	353,000	$353,000	$59,516	$235,922	66.83%	$117,078
297 - RECREATION MILLAGE	1,020,000	$1,020,000	$2,707	$2,707	0.26%	$1,017,293
SPECIAL REVENUE FUND TOTAL	**25,576,404**	**$25,576,404**	**($96,474)**	**$2,465,908**	**9.64%**	**$23,110,496**
Debt Service Fund						
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	$223,792	–	–	0.00%	$223,792
352 - 2017 MTF BONDS D/S FUND	761,885	$761,885	–	–	0.00%	$761,885
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	722,000	$722,000	$47,108	$584,197	80.91%	$137,803
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	$145,743	$144,112	$144,112	98.88%	$1,631

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE		
	FY2025	FY2025	September 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	$1,400,250	–	–	0.00%	$1,400,250
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	$1,764,600	–	–	0.00%	$1,764,600
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	$38,593	–	–	0.00%	$38,593
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	$3,032,403	–	–	0.00%	$3,032,403
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	$207,157	–	–	0.00%	$207,157
DEBT SERVICE FUND TOTAL	**8,296,423**	**$8,296,423**	**$191,220**	**$728,309**	**8.77%**	**$7,568,114**
Capital Projects Fund						
401 - CAPITAL PROJECTS	309,020	$309,020	$1,504	$1,504	0.48%	$307,516
402 - WATER EQUIPMENT & REPLACEMENT	24,750,198	$24,750,198	$2,073,516	$6,054,704	24.46%	$18,695,494
403 - LEAD SERVICE LINE REPLACEMENT	2,826,515	$2,826,515	$163,758	$442,288	15.64%	$2,384,227
404 - DPS SANITARY SEWER MAINTENANCE	673,281	$673,281	$49,147	$136,043	20.20%	$537,238
405 - SANITARY SEWER REPLACEMENT	3,244,005	$3,244,005	$301,452	$819,272	25.25%	$2,424,733
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,394,032	$13,394,032	$1,148,848	$3,349,548	25.00%	$10,044,484
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	$2,492,187	–	$3,464	0.13%	$2,488,723
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	$9,710,899	–	$475,974	4.90%	$9,234,925
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	–	–	$24,244	$24,244	–	($24,244)
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,833,300	$3,833,300	–	–	0.00%	$3,833,300
489 - BROWNFIELD REDEVELOPMENT	1,721,830	$1,721,830	$13,697	$13,697	0.79%	$1,708,133
494 - DDA PROJECT	3,559,000	$3,559,000	$46,526	$46,526	1.30%	$3,512,474
CAPITAL PROJECTS FUND TOTAL	**66,514,267**	**$66,514,267**	**$3,822,692**	**$11,367,264**	**17.08%**	**$55,147,003**
Special Assessment Funds						
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	$162,008	–	–	0.00%	$162,008
895 - SPECIAL ASSESSMENT	2,387,073	$2,387,073	$7,746	$7,752	0.32%	$2,379,321
SPECIAL ASSESSMENT FUNDS TOTAL	**2,549,081**	**$2,549,081**	**$7,746**	**$7,752**	**0.30%**	**$2,541,329**
Enterprise Fund						
514 - AUTO PARKING SYSTEM	95,443	$95,443	$1,139	$1,449	1.51%	$93,994
518 - PARKING ASSESSMENT	352,297	$352,297	$29,926	$60,625	17.20%	$291,672
519 - COOPER/FRANCIS PARKING DECKS	15,550	$15,550	$6,219	$6,831	43.92%	$8,719
590 - SEWER	22,154,210	$22,154,210	$683,839	$1,840,961	8.30%	$20,313,249
591 - WATER	39,510,527	$39,510,527	$1,361,975	$4,688,087	11.86%	$34,822,440
ENTERPRISE FUND TOTAL	**62,128,027**	**$62,128,027**	**$2,083,098**	**$6,597,952**	**10.61%**	**$55,530,075**
Internal Service Fund						
641 - PUBLIC WORKS ADMINISTRATION	378,106	$378,106	$26,149	$88,666	23.44%	$289,440
642 - ENGINEERING ADMINISTRATION	323,476	$323,476	$25,951	$70,650	21.84%	$252,826
643 - LOCAL SITE REMEDIATION REVOLVING	70,555	$70,555	$3,159	$3,159	4.47%	$67,396
661 - MOTOR POOL & GARAGE	1,458,576	$1,458,576	$112,359	$344,364	23.60%	$1,114,212
676 - WORKERS COMPENSATION	210,000	$210,000	$21,732	$52,769	25.12%	$157,231
677 - SELF-INSURED HEALTHCARE	6,505,000	$6,505,000	$494,251	$1,480,116	22.75%	$5,024,884
INTERNAL SERVICE FUND TOTAL	**8,945,713**	**$8,945,713**	**$683,602**	**$2,039,724**	**22.80%**	**$6,905,989**
Custodial Fund						
703 - COUNTY & SCHOOL TAX	28,860,000	$28,860,000	–	$19,817	0.06%	$28,840,183
CUSTODIAL FUND TOTAL	**28,860,000**	**$28,860,000**	**–**	**$19,817**	**0.06%**	**$28,840,183**
Pension Trust Fund						
731 - EMPLOYEES RETIREMENT SYSTEM	6,507,820	$6,507,820	$554,550	$2,759,791	42.40%	$3,748,029
732 - POLICE & FIRE PENSION	259,455	$259,455	$55,846	$278,403	107.30%	($18,948)
734 - POLICE & FIRE ACT 345	10,829,381	$10,829,381	$1,569,976	$5,703,207	52.66%	$5,126,174
736 - PUBLIC EMPLOYEE HEALTH CARE	230,000	$230,000	$309,643	$309,643	134.62%	($79,643)
PENSION TRUST FUND TOTAL	**17,826,656**	**$17,826,656**	**$2,490,014**	**$9,051,044**	**50.77%**	**$8,775,612**
ALL OTHER FUNDS TOTAL	**220,777,221**	**$220,777,221**	**$9,182,035**	**$32,279,160**	**14.62%**	**$188,498,061**

NOTES TO REVENUE AND EXPENDITURE SUMMARIES

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

Note 2: Unfavorable budget variances related to expenditures will be addressed through a formal budget amendment.

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JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Special Event Application: Our Lady of Guadalupe Procession

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Recommendation:

Approve a request from the Sacred Heart Chapel to host the Our Lady of Guadalupe Procession on the streets of downtown Jackson.

I recommend approval of the Special Event Application for the Our Lady of Guadalupe Procession. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: November 12, 2024

RECOMMENDATION:
Approve a request from the Sacred Heart Chapel to host the Our Lady of Guadalupe Procession on the streets of downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$135.00
Public Works	X		$0.00
		TOTAL	***$135.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Police Escort

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Sacred Heart Chapel to host the Our Lady of Guadalupe Procession on the streets of downtown Jackson.

ATTACHMENTS

1. SEA-Our Lady of Guadalupe Procession

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or mevans@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☒ $75 Application Fee
- ☐ $50 Late/Rush Fee (submitted post 60-day deadline)
- ☒ Insurance documentation for sponsoring organization
- ☒ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Sacred Heart Chapel		
Address: 608 S Elm Ave Jackson MI 49203		Phone: (517) 783-2772
Tax ID#: 38-3253671	Website:	
Contact Name: Rev Tim Nelson	Phone: 517 817-9351	Email: frtimnelson.egmail.com
Contact Name: Irene Albarran	Phone: 517 962-3265	Email: iralbarran6egmail.com
Contact Name During Event: Rev. Tim Nelson		Phone: (517) 817-9351

Event Information

Event Name:

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Sunday Dec 8, 2024	10:00 Am	10:30 Am	11:30 Am	11:30 Am

Has this event occurred before? ☑ Yes, (if yes, how many previous years? 9 ☐ No

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

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

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

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

☐ Horace Blackman Park

☐ Bucky Harris Park

☐ Ella Sharp Park *(requires Ella Sharp Board approval)*

☐ GrandRiver Farmers Market Pavilion

☐ TRUE City Square (Stage)

☐ MLK Equality Trail

☐ Other Location: _____

☒ Streets: S Mechanic → E Washington → S East Ave → Plymouth St → Page Ave → Pringle Ave → S Elm Ave

☐ 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.

Our Lady of Guadalupe procession will march from St Mary's Star of the Sea Church to St Stanislaus Chapel/Sacred Heart Chapel

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

Street Name: E. Wesley St	Cross Streets MLK and S Mechanic St		
Closure Start Date: 12-8-24	Time: 10 AM	Closure End Date: 12-8-24	Time: 10:45 AM
Street Name: S Mechanic St	Cross Streets E Wesley & Washington		
Closure Start Date: 12-8-24	Time: 10:30 AM	Closure End Date: 12-8-24	Time: 10:45 AM
Street Name: Washington Ave	Cross Streets S Mechanic & S East Ave & Cooper St		
Closure Start Date: 12.08-24	Time: 10.45 AM	Closure End Date: 12-8-24	Time: 11:00 AM
Street Name: S East Ave	Cross Streets Washington Ave & Plymouth Ave		
Closure Start Date: 12-8-24	Time: 10:00 AM	Closure End Date: 12-8-24	Time: 11:05 AM
Street Name: Plymouth Ave	Cross Streets S. East Ave & Page Ave		
Closure Start Date: 12-8-24	Time: 11:05 AM	Closure End Date: 12-8-24	Time: 11:10 AM
Street Name: Page Ave	Cross Streets Plymouth Ave & Pringle St		
Closure Start Date: 12-8-24	Time: 11:10 AM	Closure End Date: 12-8-24	Time: 11:20 AM

Pringle St 12-8-24 11:20 AM Page Ave & S Elm Ave 12-8-24 11:30 AM

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: Police Escort

Additional Event Information

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

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

Required Attachments for Application Processing

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

☑ Route Plan	☐ Emergency Vehicle Access	☐ Restroom Locations
☐ Vendor Locations	☐ Dispersal Locations	☐ Tables
☐ Tent Locations	☐ Trash Receptacles	☐ Requested Reserved Parking
☑ Assembly Locations	☐ Requested Street Closures	☐ Electrical Wires & Outlets

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

***Note:** We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.

Special Event Application

Certification & Signature

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

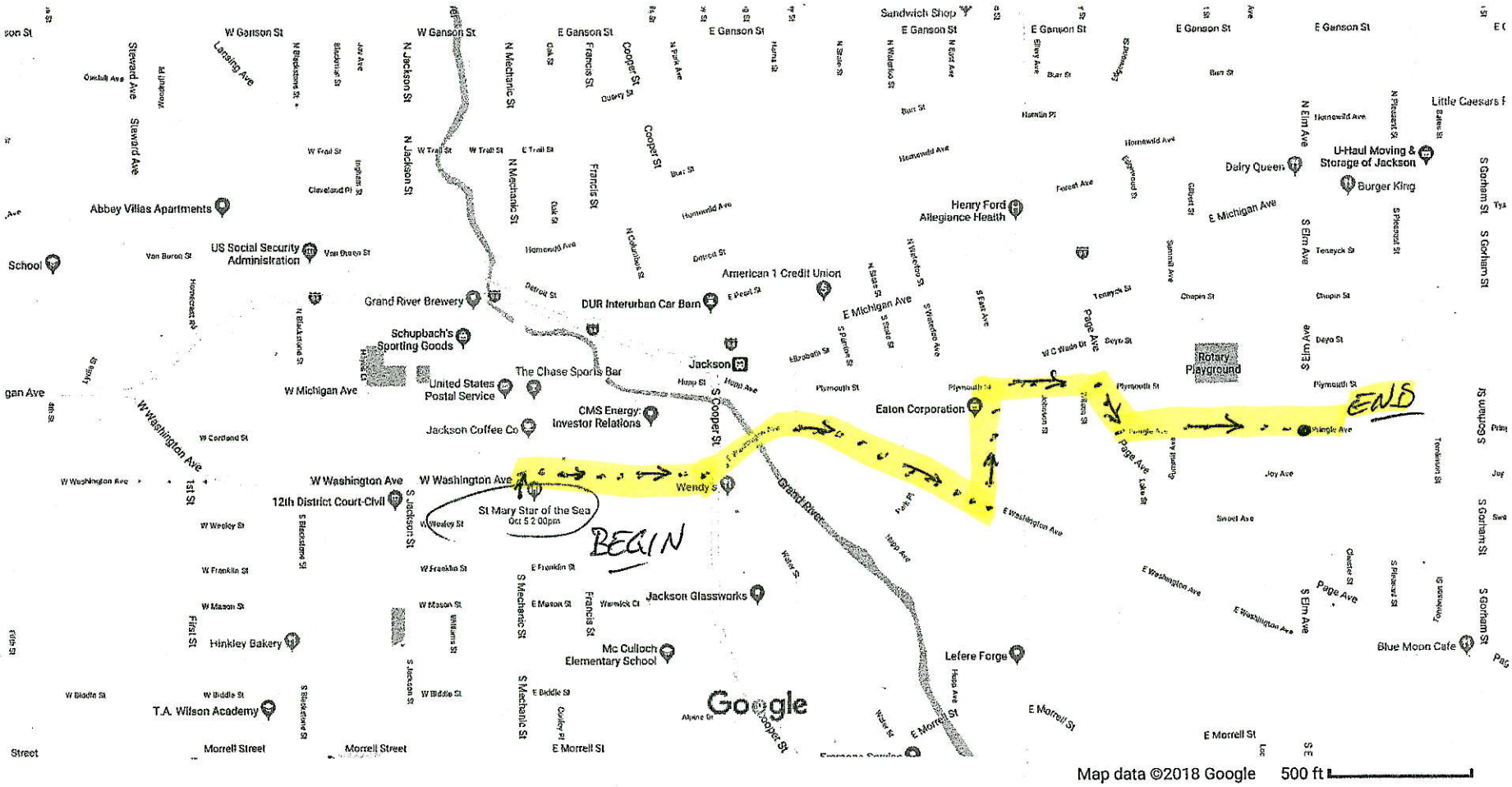
Signature: Rev. Timothy A Nelson

Date: 10-29-24

Office Use ONLY
Application Received: Date: 10/29/24 Time: By: Melissa E.
Application Fee Received: $75 cash

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

Google Maps Starting at S. Mechanic & E. Wesley >> ~~to S. Francis~~ >> ~~Left to Washington Ave~~. >> Right on Washington to S. East Ave. >> Right onto Plymouth >> Right onto Page >> Left onto Pringle >> S. Elm Ave.



Set a home address PROCESSION FROM ST. MARY STAR of the SEA

Set a work address to ST. STANISLAUS Chapel.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

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

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

PRODUCER	CONTACT NAME:	
Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	PHONE (A/C, No, Ext): 616-233-0910	FAX (A/C, No): 616-233-0923
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Princeton Excess & Surplus Lines Ins Co	10786
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Michigan Catholic Conference
ST MARY STAR OF THE SEA, 5148
510 S. Capitol Ave.
Lansing MI 48933

COVERAGES **CERTIFICATE NUMBER:** 785994946 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Add'l Ins Form# X PESFG1161G GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		R2-A3-RL-0000016-00	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ $ $ Included $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			R2-A3-RL-0000016-00	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 10,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4066507	7/1/2024	7/1/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ $
A	Misc Professional Liability Dir & Off/Counselors E&O Claims Made Retro Date			R2-A3-RL-0000016-00	7/1/2024	7/1/2025	Occ/Claims Made Aggregate 7/1/1985	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION
CERTIFICATE HOLDER NAMED ADDITIONAL INSURED REGARDING GENERAL LIABILITY PER FORM RL 2100 10/21 FOR

GENERAL OPERATIONS PERTAINING TO OUR LADY OF GUADALUPE PROCESSION ON DECEMBER 8TH, 2024.

CERTIFICATE HOLDER

City of Jackson Downtown Development Authority
161 W Michigan Ave
Jackson MI 49201
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Special Event Application: Kiwanis Newspaper Fundraiser

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Recommendation:

Approve a request from the Kiwanis Club of Jackson, Michigan to host the Annual Newspaper Fundraiser on the sidewalks of downtown Jackson.

I recommend approval of the Special Event Application for the Kiwanis Newspaper Fundraiser. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: November 12, 2024

RECOMMENDATION: Approve a request from the Kiwanis Club of Jackson, Michigan to host the Annual Newspaper Fundraiser on the sidewalks of downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$0.00
		TOTAL	***$0.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None.

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Kiwanis Club of Jackson, Michigan to host the Annual Newspaper Fundraiser on the sidewalks of downtown Jackson.

ATTACHMENTS

1. SEA-Kiwanis Newspaper Fundraiser

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- [X] $50 Application Fee
- [ ] $25 Late/Rush Fee
- [ ] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: KIWANIS CLUB OF JACKSON, MICHIGAN		
Address: P.O. BOX 1426 JACKSON, MI 49204-1426		Phone: (517) 740-3008
Tax ID#: 38-6070174	Website: WWW.KIWANISJACKSON.ORG	
Contact Name: JOE WOLFE	Phone: 517-740-3008	Email: JOEWOLFE1948@GMAIL.COM
Contact Name:	Phone:	Email:
Contact Name During Event: JOE WOLFE		Phone: (517) 740-3008

Event Information

Event Name:

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
FRIDAY, DECEMBER ~~15~~ 13, 2024	N/A	8:00AM	4:00PM	N/A

Has this event occurred before? ☒Yes, (if yes, how many previous years? 105 YRS. ☐No

Do you expect this event to occur again next year? YES What is the expected attendance for this event? N/A

Type of Event (please check all that apply)

☐Walk/Run ☐Festival ☐March/Parade ☒Other: ANNUAL NEWSPAPER SALE

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

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: CITY SIDEWALKS - POST OFFICE - RESTAURANTS - BANKS

☒ Streets: MICHIGAN AVE, CORTLAND, MECHANIC, JACKSON ST.

☐Other Park:

Brief description of Event

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

EVERY DECEMBER SINCE 1918, THE KIWANIS CLUB HAS SOLD THEIR SPECIAL EDITION NEWSPAPER TO RAISE FUNDS FOR SHOES & BOOTS FOR NEEDY JACKSON PUBLIC SCHOOL K-6 GRADERS. LAST YEAR OVER 300 CHILDREN RECEIVED SHOES AND/OR BOOTS.

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

Street Name: N/A 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:

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: N/A
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
☐ Other: _____
☑ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

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

Special Event Application

Certification & Signature

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

Signature: Jennifer

Date: ~~10/17/2023~~ 10/21/2024

Office Use ONLY

Application Received:
Date: 10/28/24
Time:
By: Melissa Em

Application Fee Received: $50
Check# 2467

Application Requirements

Application MUST be submitted 60 days PRIOR to event
NO EXCEPTIONS

Application MUST be submitted along with all required attachments to:
City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or aecon@cityofjackson.org
(517) 768-6411

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	**CONTACT NAME:** Lisa Christenson **PHONE (A/C, No, Ext):** 317-817-5172 **FAX (A/C, No):** 317-817-5151 **E-MAIL ADDRESS:** kiwaniscert@hylant.com
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1060972464 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		013136005	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$2,000,000 $500,000 $5,000 $2,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			013136005	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
A	Self-Insured Retention			013136005	11/1/2024	11/1/2025	All Claims	$150,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
December 16th, 2024, or any future date(s) during the policy term.
106th Annual Newspaper Sale
Located @ City Sidewalks
Kiwanis Club of Jackson, Michigan

CERTIFICATE HOLDER

City of Jackson MI
161 W Michigan Ave
Jackson MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Resolution -Social District Hours of Operation

Recommendation:

Adopt a resolution reflecting the October 22, 2024, vote to approve the expansion of the Social District hours of operation.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM:

DATE: November 12, 2024

RECOMMENDATION:

ISSUE STATEMENT

What is the real problem you are trying to solve? What is the issue that needs to be addressed?

DESCRIBE THE CONSEQUENCES

What are consequences if this problem persists? What is the impact on the team, city, and citizens?

OWNERSHIP

How did you contribute to the problem? Or, how has the problem found it's way to you? Why are you or your department the one responsible for a solution. Use this section to demonstrate responsibility.

SOLUTION

What solutions will you implement to solve the problem or issue both tactically and strategically? In other words, what's is the fix now, and what are you thinking about long term?

FACILITATE IMPLEMENTATION

Restate the recommendation

ATTACHMENTS

1. Social District Hours of operation

RESOLUTION NO. 2024-62

A RESOLUTION TO AMEND THE HOURS OF OPERATION FOR THE SOCIAL DISTRICT IN DOWNTOWN JACKSON, MICHIGAN

WHEREAS, Public Act 124 of 2020 empowered municipalities to establish Social Districts with designated Common Areas within said Districts, where purchasers may consume alcoholic beverages sold by multiple qualified Liquor Control Commission licensees who obtain Social District Permits;

WHEREAS, on April 27, 2021 the Jackson City Council adopted Resolution No. 2021-31 establishing a Social District in the Downtown area of Jackson, specifically from Martin Luther King Jr. Drive west to Blackstone Street, and Washington Avenue north to Louis Glick Highway;

WHEREAS, Resolution No. 2021-31 established the Social District hours of operations to be:

i. 12:00 p.m. to 12:00 a.m. Thursday and Friday;
ii. 9:00 a.m. to 12:00 a.m. Saturday and Sunday;
iii. Holidays, including both the day before and day after the holiday, as may be designated by the City Manager. If such designated day falls on a Monday, Tuesday or Wednesday the Social District holiday hours shall be 12:00 p.m. to 12:00 a.m.

WHEREAS, on October 22, 2024 the Jackson City Council reviewed the hours of operation and voted unanimously to amend the hours of operation.

NOW THEREFORE, BE IT RESOLVED, that the Jackson City Council has determined that the Downtown Social District hours of operation shall be Monday-Sunday 8:00 a.m. – 12:00 a.m.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on November 12, 2024. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976).

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Approve the creation of a City of Jackson Curb Appeal Program

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Recommendation:

Authorize the creation of a City of Jackson Curb Appeal Program, approve the Program Guidelines and the creation of related application/administrative documents, and authorize the City Manager and City Attorney to make minor modifications as needed.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council to authorize the creation of a City of Jackson Curb Appeal Program, approve the Program Guidelines and the creation of related application/administrative documents, and authorize the City Manager and City Attorney to make minor modifications as needed.

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

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: November 12, 2024

RECOMMENDATION: Authorize the creation of a City of Jackson Curb Appeal Program, approve the Program Guidelines and the creation of related application/administrative documents, and authorize the City Manager and City Attorney to make minor modifications as needed.

ISSUE STATEMENT

The City of Jackson has many homes in need of minor exterior cosmetic upgrades. Minor improvements to pavement, landscaping, paint, porches, etc. can have a significant impact on the curb appeal of a home. Upgrades in these areas will help not only the participating property owner, but surrounding homes and the broader block/neighborhood as well.

DESCRIBE THE CONSEQUENCES

Failure to address the street-facing exteriors of many Jackson homes will lead to further deterioration, property decline, code enforcement issues, and overall neighborhood blight. Deferred small-scale maintenance can lead to bigger (and more costly) issues when not addressed.

OWNERSHIP

The City of Jackson Community Development Department will administer this program, including webpage construction (in collaboration with City staff), application processing, project approval, reimbursements, and reporting.

SOLUTION

The implementation of a Curb Appeal program will provide necessary funding for exterior projects in all Jackson neighborhoods. Jackson's program will be modeled after other successful municipal programs, with processes/procedures designed to make application, approval, completion, and reimbursement easy for participants and administrators. The need and desire for assistance is anticipated to be quite high, and it is hoped that program success can be highlighted and leveraged toward greater funding for an expanded program in the future.

FACILITATE IMPLEMENTATION

Authorize the creation of a City of Jackson Curb Appeal Program, approve the Program Guidelines and the creation of related application/administrative documents, and authorize the City Manager and City Attorney to make minor modifications as needed.

ATTACHMENTS

1. Curb Appeal Program Program Guidelines (draft #2)

CITY OF JACKSON
Founded 1829

Community Development Department
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

Program Guidelines, Curb Appeal Program

I. Executive Summary

A. Overview

These Program Guidelines provide guidance to the City of Jackson's Community Development Department to approve projects and administer reimbursement funds for the Curb Appeal Program. Funding is allocated from the ~~City's general fund~~ City of Jackson, and program guidelines / specifications are approved by City Council. All program materials, and the approval/denial of any/all projects, shall be the sole responsibility of City of Jackson Community Development staff. All approved projects must adhere to the guidelines and regulations established within this manual and outlined in program supporting documentation.

The Curb Appeal Program ~~reimburses homeowners~~ provides financial assistance for eligible home improvements to the front of their home. The program aims to encourage neighborhood beautification in all areas of the City. Projects can be ~~reimbursed~~ supported for 80% of eligible costs, up to $2,500. Eligible properties include owner-occupied single-family homes, and two-unit properties where at least one unit is occupied by the property owner. Larger multi-unit structures and non owner-occupied structures are *not* eligible for project funding through the Curb Appeal program. Vacant and/or commercial structures are *not* eligible for funding. All projects must be pre-approved by Community Development Department staff. All participating properties must be located within the City of Jackson. Projects will be reviewed on a rolling basis, and ~~reimbursements~~ payments will be issued for approved projects until annual program funds are exhausted. This program will be evaluated on an annual basis for possible future funding.

The Curb Appeal Program aims to beautify City of Jackson blocks and neighborhoods by supporting eligible homeowner-initiated projects. The City recognizes that attractive front facades strengthen neighborhood and provides the opportunity for increased property values for participating and surrounding homeowners.

B. Authorization to Proceed

Approval of this Policy and Procedure Manual by the Jackson City Council authorizes staff of the Community Development Department to administer the Curb Appeal Program. Deviations from any policy or procedure must be approved by the Jackson City Council at its next regularly scheduled meeting. The Jackson City Council may waive any local policy set forth in this Policy and Procedure Manual for extenuating circumstances, but does not have authority to waive any statutory or regulatory local zoning code or ordinance.

II. Eligible Projects

The following projects are eligible for the Curb Appeal Program, provided they are within the front portion (street-facing side) of the home:

- Landscaping: Tree, flower, shrub, bush, vegetation, other landscaping materials (mulch, stone, pavers, etc) or *one-time* lawn maintenance
- Trim, Removal: Tree, stump, or shrub
- Power Washing: Exterior only
- House: Siding repair, replacement, painting, staining
- Fencing: Removal only
- Deck, Porch, Step, Railing: Installation, repair, replacement, painting, staining
- Windows, Doors, Trim: Installation, repair, replacement
- Gutter, Soffit, Fascia: Installation, repair, replacement (all sides of home **ARE** eligible)
- Lighting: Installation, repair, replacement
- Tuck-pointing, Masonry: Reconstruction of the building / existing masonry
- Private Walk, Driveway, or Driveway Apron: Installation, repair, replacement

Projects to be undertaken in the side-yard on the street side of a corner-facing lot will be considered on a case-by-case basis.

The following projects are INELIGIBLE for the Curb Appeal Program. Please note, this is not an exhaustive list, and other items may be deemed ineligible at the discretion of City of Jackson staff:

- Any/all back or side-yard projects
- Purchase / planting of annuals
- Accessibility features (ramps, grab bars, etc.)
- Roof repair/replacement
- Routine lawn/landscaping maintenance (mowing, leaf removal, snow removal, seasonal maintenance, etc.)
- Fertilizer/pesticides (purchase or application)
- Installation of fruit/vegetable/flower raised beds (materials and/or plantings)
- Tool purchase/rental
- Permit/application fees

Detached garages and accessory buildings will be reviewed on a **case-by-case basis.** If you intend to do work on a detached garage or accessory building, you must contact us **BEFORE** you begin your project. Curb Appeal will only pay for professional licensed labor. That means that **you CANNOT be reimbursed for work that you do yourself**, **OR for work that you pay someone else to do IF that person is NOT a licensed professional** in the field that they are working for your project. You **CAN** ~~be reimbursed~~ receive assistance for any work that you pay a **licensed professional** to do. For example, you **CANNOT** ~~**be reimbursed**~~ **receive assistance** for a professional painter who paints your house, a professional tree trimmer who trims your tree, a professional concrete worker who lays new sidewalk, or a professional landscaper who installs landscaping. ~~Reimbursement~~ Financial assistance will **NOT** be provided for projects undertaken (started or completed) prior to Curb Appeal Program approval.

III. Application & Approval

A. Rules and Regulations

Applications for the City of Jackson Curb Appeal Program may be accepted online or in writing, at the discretion of program staff. Incomplete applications will not be considered. Application approval does not guarantee funding for a completed project. All funds will be distributed on a first-come, first-served basis. No projects (even those previously approved in the application stage) will receive ~~reimbursement~~ funding once funds for this program have been exhausted. The City of Jackson does not guarantee when future funds may be available for additional ~~reimbursements~~ funding under this program. Evidence of project approval shall only be provided in writing.

B. Eligibility

The following basic requirements must be met for any project to be considered:

1. The property must be located within the City of Jackson's jurisdictional boundaries.
2. The property must be a residential structure (commercial structures are ineligible)
3. The property may not have more than two (2) units; at least one unit must be occupied by the property owner.
4. The property must not be vacant.
5. The property must be the primary residence of the property owner.
6. The property must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. A contract for deed, installment contract and land sales contract are specifically excluded.
7. Must be current on all property taxes, special assessments, water utility billings, AHB judgments, and other costs as may be charged by the City of Jackson.
8. Must be sufficiently insured and current on payments.
9. Must be current on mortgage payments or loans involving the property, if any. All existing mortgage(s) or loan(s) on the property must be in the name(s) of one or more owners of the property.
10. Must not be in foreclosure or bankruptcy.
11. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Any housing code violations that would not be rectified at the completion of the rehabilitation work must be corrected before the project is undertaken.
12. ~~Applicant's gross annual household income may not exceed $80,000.~~ Applicant's annual household income may not exceed 80% of the current area median income (AMI) as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).
13. Income shall be determined via submission of a current 1040 tax form or other staff-approved income verification documentation.

C. Intake & Processing

City of Jackson staff from the Community Development Department will process applications, project approvals, and ~~reimbursements~~ payments. Applications will be processed on a first-come, first-served basis, and no priority will be given for processing/approval. The following documentation shall be

required of all applicants. This is not an exhaustive list, and City staff reserve the right to alter this list as needed.

1. Completed application
2. 1040 or other income documentation (for persons over the age of 18 residing in the home)
3. Copy of driver's license for all adults residing in the home
4. Proof of property ownership
5. Proof of property insurance
6. Picture of area to be improved (*before* picture)

Applicants must complete the program application and be approved in writing before work begins. All applicants will be notified in writing regarding project approval/denial. If a project is approved, work can begin immediately. ~~Reimbursement~~ Payment will **NOT** be provided for projects undertaken (started or completed) prior to Curb Appeal Program approval.

IV. ~~Reimbursement~~ Financial Assistance

A. Processing

Requests for ~~reimbursement~~ payment must be submitted in writing on the approved Curb Appeal Program form. Incomplete forms or requests made without all required supporting documentation will not be considered. The following documents shall be required for ~~reimbursement~~ payment processing:

1. Completed ~~reimbursement~~ payment form
2. ~~Receipts~~ Copies of all ~~bills paid~~ invoices for supplies/contractors ~~(invoices must be accompanied by proof of payment)~~
3. Picture of area improved (*after* picture)

All ~~reimbursements~~ payments will be processed on a first-come, first-served basis. Requests will be processed by City of Jackson staff, and checks may take up to ~~60~~ 30 days to arrive once a ~~reimbursement~~ payment request has been submitted. Only work completed **AFTER** initial application approval and **BEFORE** a request for ~~reimbursement~~ payment will be considered for ~~payment~~ financial support. Projects undertaken that were not part of the original application/approval may not be approved ~~for reimbursement.~~ Applicants should consult with City of Jackson staff if there are changes to the scope of an approved project.

B. Payment

Payments can only be made to the applying ~~property owner~~ contractor. A household can request ~~reimbursement~~ payment for approved projects **ONCE** every twelve (12) months. Projects can be ~~reimbursed~~ supported for 80% of eligible costs, up to $2,500. For example:

If your project costs **$500**, Curb Appeal will ~~reimburse~~ pay **$400.**

If your project costs **$1,000**, Curb Appeal will ~~reimburse~~ pay **$800**.

If your project costs **$3,125**, Curb Appeal will ~~reimburse~~ pay **$2,500**.

If your project costs **$5,000**, Curb Appeal will ~~reimburse~~ pay **$2,500**.

**The maximum amount that may be ~~reimbursed~~ paid is $2,500.*

V. Administration

A. Equal Opportunity

The City of Jackson shall take the necessary steps to ensure that applicants for this program are treated without regard to their race, color, religion, sex, national origin, age or disability. The City of Jackson also agree~~s~~ to post in conspicuous places, available to staff, notices setting forth provisions of this non-discrimination clause. The City of Jackson shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Act of 1972.

B. Conflict of Interest

In order to avoid personal conflict of interest in approving applications for this program:

1. No application shall be approved which may cause any person in an administrative capacity within the City of Jackson Community Development Department to benefit, unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No application shall be approved which may cause an immediate family member of a person in an administrative capacity with the City of Jackson Community Development Department to benefit unless authorized in writing to do so by the City Council.
3. No application shall be approved which may cause a City of Jackson elected official to benefit.
4. No City of Jackson employee shall solicit or accept gratuities, favors or anything of monetary value from applicants contractors, or potential subcontractors.

C. Funding

Funding for the Curb Appeal Program shall be ~~allocated from the City's general fund~~ determined and allocated on an as-needed basis by the City Manager and City Council. Additional program funding may be provided by non-City of Jackson sources (IE grant funds, donations, etc.) at the discretion of City of Jackson staff, with the approval of City Council.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: 2025 Janitorial Services Contract for the Public Works Departments (4)

Recommendation:

Approve the contract award for 2025 janitorial services for the Public Works Department (four locations) to Facilities 360 in the amount of $59,530.92, and authorize the Finance Director and the City Manager to execute the appropriate documents in accordance with the Purchasing Agent.

Attached is documentation related to the Scope of Work, Best and Final Offer bid negotiations, and original bid tabulation for 2025 Janitorial Services for the Public Works Department (4 locations).

I recommend approval of this purchase. Your consideration and concurrence are appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kari Kerstetter, Purchasing Coordinator

DATE: November 12, 2024

RECOMMENDATION:
Approval of the 2025 Janitorial Services with Facilities 360– Public Works Departments (4) contract in the annual amount of $59,530.92, with an estimated start date of January 2, 2025, and authorize the Finance Director and City Manager to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson Janitorial contract expired in January 2022 and has been exercising month-to-month extensions based on the 2021 Janitorial Specifications of Extensions since expiration. Following the City's Purchasing Manual, contracts over $50,000 must be procured via a sealed bid process. Given the differing cleaning and security requirements for each location, the bids have been divided to enable easier contract management.

DESCRIBE THE CONSEQUENCES

- Renewal options from the previous contract have expired.
- The Scope of Work has been expanded for several departments, to allow for a more comprehensive cleaning than what is provided by the current contract.
- The current cleanliness issues in the office have heightened departments' demand to proceed with new contracts.

OWNERSHIP

The Purchasing Coordinator and Building Maintenance Supervisor reviewed and revised the Scope of Work for each location according to needs and requirements for cleaning services. This was developed with assigned roles for contract management and included a "Janitorial Vendor Performance Form" for use by all departments. The issuance of contracts by building and security requirements will allow for more contractor participation, and better management of services.

SOLUTION

The Finance Director/Purchasing Agent and Purchasing Coordinator recommend the approval and execution of the two-year agreement with two one-year renewals with a 3% cost-of-living increase contingent upon approval by both parties for Janitorial Services.

FACILITATE IMPLEMENTATION

Approval of the 2025 Janitorial Services with Facilities 360– Public Works Departments (4) contract in the annual amount of $59,530.92, with an estimated start date of January 2, 2025, and authorize the Finance Director and City Manager to execute the appropriate documents.

ATTACHMENTS

1. Best & Final Offer (BAFO) and Original Bid Tabulation before negotiations per City of Jackson Purchasing Manual, section 7.6
2. 2025 JANITORIAL SERVICES - PUBLIC WORKS DEPTS (4) - ITB

	FACILITIES 360 - BAFO			
ITEM NUMBER	DESCRIPTION	MONTHLY	ANNUAL	
1	DEPT OF PUBLIC WORKS - 421 WATER ST.	$ 1,727.25	$ 20,727.00	
2	DEPT OF PUBLIC WORKS - 521 WATER ST.	$ 480.56	$ 5,766.72	
3	WATER TREATMENT PLANT - 740 E. MANSION ST.	$ 821.10	$ 9,853.20	
4	WASTE WATER TREATMENT PLANT - 2995 LANSING AVE.	$ 1,932.00	$ 23,184.00	
5	EXTRA WORK HOURLY RATE			$ 24.75
	TOTAL (ITEMS 1-4)	$ 4,960.91	$ 59,530.92	

	JO CLEANING - BAFO			
ITEM NUMBER	DESCRIPTION	MONTHLY	ANNUAL	
1	DEPT OF PUBLIC WORKS - 421 WATER ST.	$ 2,045.00	$ 24,540.00	
2	DEPT OF PUBLIC WORKS - 521 WATER ST.	$ 1,100.00	$ 13,200.00	
3	WATER TREATMENT PLANT - 740 E. MANSION ST.	$ 1,800.00	$ 21,600.00	
4	WASTE WATER TREATMENT PLANT - 2995 LANSING AVE.	$ 2,715.00	$ 32,580.00	
5	EXTRA WORK HOURLY RATE			$ 28.50
	TOTAL (ITEMS 1-4)	$ 7,660.00	$ 91,920.00	

BID SHEET

DATE:

PROPOSAL FOR: 2025 JANITORIAL SERVICES - PUBLIC WORKS DEPTS (4)

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
1	9-30-24

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

ITEM NO	DESCRIPTION	MONTHLY PRICE	ANNUAL COST
1	DEPT OF PUBLIC WORKS – 421 WATER ST	1727.25	20,727.00
2	DEPT OF PUBLIC WORKS – 521 WATER ST	480.56	5,766.72
3	WATER TREATMENT PLANT – 740 E. MANSION ST	821.10	9,853.20

4	WASTEWATER TREATMENT PLANT – 2995 LANSING AVE	1932.00	23,184.00
5	EXTRA WORK, HOURLY RATE	24.75	
		$ 59,530.92	

Submitted Bid:	$59,530.20
Labor Costs:	$41,624.16
Materials Costs:	$3,000.00
Equipment Costs:	$4,500.00
Possible Change Orders:	TBD

Bidder's Name:	FACILITIES360
Address:	2750 CARPENTER RD
City, State, Zip:	ANN ARBOR, MI 48108
Telephone:	313-879-9984
Fax:	
Email Address:	RAWWAD@FACILITIES360.COM
Federal ID Number:	93-1577559

Bid Signed By:	RAY AWWAD	Print or Type
Title:	DIRECTOR OF OPERATIONS	

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

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

By Ray Awwad Its DOO

BID SHEET

DATE

PROPOSAL FOR: 2025 JANITORIAL SERVICES - PUBLIC WORKS DEPTS (4)

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
1	9-30-24

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

ITEM NO	DESCRIPTION	MONTHLY PRICE	ANNUAL COST
1	DEPT OF PUBLIC WORKS – 421 WATER ST	$2,045	$24540
2	DEPT OF PUBLIC WORKS – 521 WATER ST	$1,100	$13,200
3	WATER TREATMENT PLANT – 740 E. MANSION ST	$1,800	$21,600

4	WASTEWATER TREATMENT PLANT – 2995 LANSING AVE	$2,715	$32,580
5	EXTRA WORK, HOURLY RATE		$2850
		$	$91,920

Submitted Bid:	$91,920.00
Labor Costs:	$47,914
Materials Costs:	$6,600 – $7,000
Equipment Costs:	$2100 – $3500
Possible Change Orders:	

Bidder's Name:	JO Cleaning Service, LLC
Address:	370 9 Mile Rd NE
City, State, Zip:	Comstock Park MI 49321
Telephone:	616-300-1514
Fax:	N/A
Email Address:	Jortiz@JOCleaningService.net
Federal ID Number:	87-2404169

Bid Signed By:	Print or Type: Jovani Ortiz
Title:	General manager

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

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

By Jovani Ortiz Its General manager.

2025 JANITORIAL SERVICES
PUBLIC WORKS DEPTS (4)
OCTOBER 9, 2024

		FACILITIES 360 2750 CARPENTER RD ANN ARBOR, MI 48108		JO CLEANING SERVICE 370 9 MILE RD NE COMSTOCK PARK, MI 49321		SCSI, INC. 7900 BELFORT PKWY STE 300 JACKSONVILLE, FL		THE CLEANER PO BOX 501 CEDAR SPRINGS, MI 49319		A. WILLIAMS CLEANING 200 W. CLARK ST. JACKSON, MI 49203	
ITEM NO	DESCRIPTION	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL
1	DEPARTMENT OF PUBLIC WORKS - 421 WATER ST.	385.59	4,627.08	2,045.00	24,540.00	3,488.33	41,860.00	3,748.17	44,978.00	2,200.00	26,400.00
2	DEPARTMENT OF PUBLIC WORKS - 521 WATER ST.	480.56	5,766.72	1,100.00	13,200.00	1,196.00	14,352.00	1,256.33	15,076.00	3,200.00	38,400.00
3	WASTEWATER TREATMENT PLANT - 2995 LANSING AVE.	NO BID	NO BID	NO BID	NO BID	2,990.00	35,880.00	3,529.08	42,349.00	2,500.00	30,000.00
4	WATER TREATMENT PLANT - 740 E. MANSION ST.	565.25	6,783.00	1,800.00	21,600.00	1,495.00	17,940.00	1,765.92	21,191.00	3,000.00	36,000.00
5	EXTRA WORK HOURLY RATE		24.75		28.50		23.50		65.00+		NOT COMPLETED
TOTAL (LINES 1-4)			17,176.80		59,340.00		110,032.00		123,594.00		130,800.00

CITY OF JACKSON

2025 JANITORIAL SERVICES - PUBLIC WORKS DEPTS (4)

Bid Responses Due: WEDNESDAY, OCTOBER 9, 2024 by 10:00:00 AM

CONTENTS

INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS (IB)
PROPOSAL FORMS (P)
AGREEMENT (A)
GENERAL CONDITIONS (G)
DETAILED SPECIFICATIONS

CITY OF JACKSON, MICHIGAN
161 W. Michigan Avenue
Jackson, Michigan 49201

JACKSON
Founded 1829

Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

September 9, 2024

INVITATION TO BID

The City of Jackson will receive sealed bids for the 2025 JANITORIAL SERVICES - PUBLIC WORKS DEPTS (4) project until 10:00:00 AM local time on WEDNESDAY, OCTOBER 9, 2024 at the offices of the Purchasing Department, 161 W. Michigan Avenue, 8th Floor, Jackson, Michigan.

The work includes the following partial listing of items with approximate quantities:

BIDS ARE REQUESTED FOR JANITORIAL SERVICES AT THE FOLLOWING ADDRESSES: 1) DEPT OF PUBLIC WORKS - 421 WATER ST 2) DEPT OF PUBLIC WORKS - 521 WATER ST 3) WATER TREATMENT PLANT - 740 E. MANSION ST 4) WASTEWATER TREATMENT PLANT - 2995 LANSING AVE. The Contractor shall provide all personnel, supervision, equipment and other items necessary to perform the janitorial (housekeeping) services listed in the contract specifications.

Bidders may obtain packets containing Instructions to Bidders, Proposal Forms, Specifications and Contract Forms from the city's website at http://www.cityofjackson.org/rfq.

Prospective bidders are invited to attend a **pre-bid meeting** on **THURSDAY, SEPTEMBER 26, 2024 (MANDATORY)** at
1) DEPT PUBLIC WORKS - 421 WATER ST, JACKSON @ **1:00 PM**
2) DEPT PUBLIC WORKS - 521 WATER ST, JACKSON @ **1:30 PM**
3) WATER TREATMENT PLANT - 740 E. MANSION ST, JACKSON @ **2:00 PM**
4) WASTEWATER TREATMENT PLANT - 2995 LANSING AVE, JACKSON @ **11:00 AM**

Any questions concerning contract documents or specifications will be addressed at this meeting. This will give companies contemplating submitting a bid a chance to examine the locations of the proposed service/goods and receive interpretations of the contract documents.

The City of Jackson does not discriminate on the basis of race, religion or national origin, color, age, sex, height, weight, marital status, and physical or mental handicap as to: access, availability, employment, or participation in any of its programs and activities.

City of Jackson
By
Heather Ehnis, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. **PROJECT**: The work includes the following partial listing of items with approximate quantities:

BIDS ARE REQUESTED FOR JANITORIAL SERVICES AT THE FOLLOWING ADDRESSES: 1) DEPT OF PUBLIC WORKS - 421 WATER ST 2) DEPT OF PUBLIC WORKS - 521 WATER ST 3) WATER TREATMENT PLANT - 740 E. MANSION ST 4) WASTEWATER TREATMENT PLANT - 2995 LANSING AVE. The Contractor shall provide all personnel, supervision, equipment and other items necessary to perform the janitorial (housekeeping) services listed in the contract specifications.

The scope of this work shall include all labor, equipment and materials necessary to complete this project according to the specifications listed in the contract documents. All labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

2. **PROPOSALS**:

a. Proposals are to be submitted on the forms attached. They should be submitted to the Purchasing Agent, City of Jackson, as provided in the Invitation for Bids in a sealed envelope marked “2025 JANITORIAL SERVICES - PUBLIC WORKS DEPTS (4)”.

b. Proposals, affidavits, certificates and all appendices must be fully and properly filled out and executed.

c. Proposals must be bid on a unit price basis as applied to the estimated quantities. Where errors of extension of totals are made, the unit price bid multiplied by the estimated quantity shall govern. The preliminary estimates of quantities indicated, although given with as much accuracy as possible, are to be regarded as approximately only, and are given for the general guidance of the bidders and as a basis upon which the different proposal may be compared. The City reserves the right to increase or diminish any or all of these quantities within reasonable limits and the Contractor will be paid for the actual work completed and accepted by the City at the prices stated in his Proposal.

Upon the discovery of an obvious error in a bid document that could result in a change in the amount of a bid, the staff of the Purchasing Department shall contact the bidder in writing and advise the bidder that it has seven working days from the date of the letter to correct the error. This correction shall be in writing directed to the Purchasing Agent and shall be postmarked no later than seven working days from the date of the letter referred to in the first sentence of this paragraph.

If no correction is received in a timely fashion, then the Purchasing Agent shall reject the bid. If a correction is received and the Purchasing Department deems the same to be appropriate and proper in every way, the Purchasing staff shall attach same to the original bid document and shall then proceed to tabulate the bids as corrected.

d. Proposals may be withdrawn up to the time for opening bids announced in the Invitation for Bids. Proposals shall remain in effect for 90 days after opening.

e. Each bidder shall be held to have examined the site of the proposed work and adjacent areas in order to arrive at a clear understanding of the conditions under which the work is to be done. He shall be held responsible to have compared the site with the drawings and specifications and to have satisfied himself as to the conditions of the site, existing obstructions, the actual elevations, and any other conditions affecting the carrying out of his work. No allowance or extra consideration on behalf of the Contractor shall be allowed by reason of error, negligence, oversight, or carelessness on the part of the Contractor.

f. The City may request of any bidder evidence of experience performing the work being bid and may require information on financial status and equipment available for the project.

g. Each bidder shall indicate on page 12 of the Proposal Forms the name, address, and a complete description of work to be performed by each subcontractor on this project. All subcontractors must be approved by the City and must meet the same requirements of the successful bidder.

h. On contracts that have two or more divisions, proposals that offer a percentage deduction if a single bidder is awarded more than one division will be considered provided that the deduction is clearly identified in the proposal.

3. **BID SECURITY**: All Proposals must be accompanied by a certified check made payable to the order of the City of Jackson in the amount of 5% of the aggregate bid total. Bid bonds with authorized surety companies as sureties and of like amount may be substituted for certified checks at the option of the bidder. Such bid bonds must be run to the City of Jackson, Michigan.

All proposals submitted without bid security will be returned to the bidder unread.

The bid deposit of all except the three (3) lowest bidders will be returned within (3) days after the opening of bids. The bid deposit of the three lowest bidders will be returned within forty-eight (48) hours after Contract and required bonds have been finally approved by the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY**: All bidders shall complete the Equal Employment Opportunity Certification, Certification of Nonsegregated Facilities, and Non-Collusion Affidavit, found in Section P of the Proposal Forms.

5. **AWARD**:

A. If the contract is over $50,000, then the City Council will be advised of the bids received and receive staff recommendations on award. Award of contract, if any, will be made to the single lowest responsible bidder for the entire scope of the project. Provided however, 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 when the public interest is served thereby, and such action is in the best interest of the City.

B. The City Council reserves the right to reject any and all bids and to waive minor irregularities and/or technicalities in the bids.

6. **CONTRACT**:

A. If the awarded contract is $50,000 or greater, the following bond requirements will apply:

Contractor shall, within ten (10) days of notice of award, provide City at Contractor's expense with three bonds using the forms attached hereto (B-1 through B-7):

(1) A performance bond executed to the City, to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work;

(2) A Labor and Material Payment Bond to be executed to the People of the State of Michigan and the City of Jackson, to be in the amount of one hundred percent (100%) of the full contract price, and to be conditioned on the payment of all labor and materials used in the work and for the protection of the City from all liens and damages arising therefrom, as required by Act 213 of the Public Acts of Michigan of 1963, as amended; and

(3) A Maintenance and Guarantee Bond in a minimum amount of twenty five percent (25%) of the contract price.

All bonds shall be signed by the contractor and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City. Said bonds shall be payable to the City of Jackson and filed in the office of the City Clerk.

B. Within 10 days of notification of award, the Contractor must provide certificates of insurance evidencing insurance coverage as required by the Contract.

C. The successful bidder will be required to sign a contract in three counterparts in substantially the form provided with this bid packet. Failure to do so within 10 days of Notification of Award will result in forfeiture of the bid security.

D. The Contractor will be provided with Notification to Proceed upon completion of the steps in this paragraph. The Contractor must begin work within 5 days of the Notice to Proceed.

E. Contract Documents require that all work on this project be completed by .

F. This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties. If both parties agree to renew the contract, it shall include a 3% cost of living increase.

7. RESPONSIBLE CONTRACTOR ORDINANCE:

This bid is subject to the Responsible Contractor Ordinance.

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

A. Price (25%)

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

B. Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five
   (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of

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

C. Workplace Safety (25%)

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

D. Workforce Development (15%)

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

E. Social Equity (10%)

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

2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

CHECKLIST FOR BID SUBMITTAL

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

_____ PROPOSAL SHEETS – Please fill out and notarize your proposal sheets

_____ NOTARY SIGNATURE – Please make sure that Page P 11 of 26 and Page P 15 of 26 are notarized.

_____ SAM.GOV – Contractors must be registered on with SAM.GOV to be eligible to work on federally funded projects. Registration is free. https://sam.gov/content/entity-registration

Please provide your sam.gov Unique Identity Number (UIN):_____ if you have received it. If you have applied for your UIN and have not received it, please indicate the date of application _____.

PLEASE DO NOT SUBMIT STAPLED BID DOCUMENTS

PROPOSAL

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

In compliance with your invitation for bids dated **September 9, 2024** to perform **2025**

JANITORIAL SERVICES - PUBLIC WORKS DEPTS (4)

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

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of _____
   organized and existing under the laws of the State of _____
   with offices at _____
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID#_____

(Corporate Seal, if applicable) Name of Bidder:_____

Signed By:_____

Its:_____

BID SHEET

DATE:

PROPOSAL FOR: 2025 JANITORIAL SERVICES - PUBLIC WORKS DEPTS (4)

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

ITEM NO	DESCRIPTION	MONTHLY PRICE	ANNUAL COST
1	DEPT OF PUBLIC WORKS – 421 WATER ST		
2	DEPT OF PUBLIC WORKS – 521 WATER ST		
3	WATER TREATMENT PLANT – 740 E. MANSION ST		

4	WASTEWATER TREATMENT PLANT – 2995 LANSING AVE		
5	EXTRA WORK, HOURLY RATE		
		$	

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Bidder's Name:	
Address:	
City, State, Zip:	
Telephone:	
Fax:	
Email Address:	
Federal ID Number:	

Bid Signed By:	Print or Type
Title:	

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

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

By_____ Its_____

CONTRACT COMPLIANCE

DATE: September 9, 2024

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

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

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

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

Dated: _____ By: _____
(Bidder's Name)

By: _____
(Signature)

By: _____
(Title)

_____
Address

_____
City

_____
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Contractor further agrees to the following:

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

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

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

NAME OF BIDDER: _____

ADDRESS: _____

_____

SIGNED BY: _____

TITLE: _____

DATE: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: _____ By: _____
(Bidder's Name)

By: _____
(Signature)

By: _____
(Title)

_____
Address

_____
City

_____
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
ss
COUNTY OF_____)

_____, being first duly sworn, deposed and says that:

1. He is_____of, _____ the Bidder that has submitted the attached bid;

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

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

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

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

Dated: _____ By: _____
(Company)

By: _____
(Title)

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 20_____.

_____

Notary Public, _____ County,
My commission expires:_____

SECTION C

Subcontractors

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

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

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

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

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

Dated _____ _____

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Telephone	Email Address

Contract or matter pending with the City:

_____

_____

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

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

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

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

Property address: _____

Property interest: _____

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

---

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution:

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

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☐ None of the above apply.

Dated:

_____
Signature

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 20_____.

_____

Notary Public, _____ County,
My commission expires:_____

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

_____
Name and Title of Authorized Representative

_____
Name of Participant Agency or Firm

_____
Signature of Authorized Representative Date

□ I am unable to certify to the above statement. Attached is my explanation.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: _____
2. Established: Year_____ Number of Employees_____
3. Type of organization: Individual___ Partnership ___ Corporation ___ Other ___
4. Former name(s) if any, and year(s) in business

---

5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name:_____

Address:_____

Phone:_____

Contact:_____

Type of Work:_____

Budget:_____

5.2 Company Name:_____

Address:_____

Phone:_____

Contact:_____

Type of Work:_____

Budget:_____

5.3 Company Name:_____

Address:_____

Phone:_____

Contact:_____

Type of Work:_____

Budget:_____

I certify that all of the information provided is true and answered to the best of my ability.

Signed_____ Name_____

Title_____ Date_____

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	
OFFICERS:	
President:	Email Address:
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?_____	
PARENT COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

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

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

CRITERIA 4:

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

CRITERIA 5:

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

CRITERIA 6 (ATTACHMENT REQUIRED)

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

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

_____ NONE

CRITERIA 9:

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

_____ NONE

CRITERIA 10:

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

_____ NONE

CRITERIA 11:

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

Name:	
Type of Coverage:	
Telephone:	

Are you self-insured for Worker's Compensation Insurance? Yes_____ No_____

CRITERIA 12 (ATTACHMENT REQUIRED):

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

CRITERIA 13:

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

_____ Yes, we have a Fitness for Duty Program

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

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

CRITERIA 15:

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

CRITERIA 16:

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

CRITERIA 17:

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

CRITERIA 18:

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

CRITERIA 19 (ATTACHMENT REQUIRED):

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

CRITERIA 20:

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

CRITERIA 21:

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

CRITERIA 22 (ATTACHMENT REQUIRED):

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

CRITERIA 23:

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

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

_____ Yes

_____ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

_____ Yes _____ No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

Print Firm Name/Principal

Signature/Principal

Date

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

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

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

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

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

Price (25%)

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

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

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

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

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

Workplace Safety (25%)

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

Workforce Development (15%)

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

Social Equity (10%)

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

veterans, returning citizens, and small businesses.

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

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between the City of Jackson, Michigan, a Michigan municipal corporation, herein "the City", and whose address is _____herein "the Contractor".

WITNESSETH:

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

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

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

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

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

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

I. A. Contractor agrees to provide all equipment, material, supplies, labor and services necessary to commence and complete the project as described in the Contract Documents; and

B. Contractor agrees to perform all work described in the Contract Documents in a substantial and workmanlike manner, and to comply with all the requirements in the Contract Documents at the unit prices' bid for the total sum of

C. Contractor agrees to commence work within five (5) days from Notice to Proceed and to complete all work within the time limit as listed in the Instructions to Bidders.

II. The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents.

III. This Agreement includes all the Contract Documents listed in the General Conditions, which are fully incorporated by reference whether attached or not.

IV. Contractor covenants and agrees that it will be bound by the terms of the attached Equal Employment Opportunity Clause.

V. This Agreement is binding on the parties hereto, and their respective heirs, personal representatives, and assigns.

VI. The provisions of the City of Jackson's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.

VII. This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties. If both parties agree to renew the contract, it shall include a 3% cost of living increase.

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

CITY OF JACKSON, MICHIGAN
a Municipal Corporation

_____ By _____
Witness Daniel J. Mahoney, Mayor

_____ By _____
Witness Andrea Muray, City Clerk

* * * * * * *

_____
Company Name

_____ By _____
Witness Signature

_____
Please print or type name

Title _____

_____

APPROVED AS TO SUBSTANCE: APPROVED AS TO FORM:

_____ _____

Jonathan Greene Matthew M. Hagerty
City Manager **City Attorney**

A 2 of 2

GENERAL CONDITIONS

I. **DEFINITION OF TERMS USED**: The terms used in the Contract Documents are defined as follows:

A. "City" shall mean the City of Jackson, Michigan, a municipal corporation or the City department responsible for overseeing the performance of the work.

B. "Contract Documents" shall include the following:

Invitation for Bids
Instructions to Bidders
Addendums to Instructions to Bidder
Payment Bond
Insurance Certificate
Notice to Proceed
General Conditions
Plans and Drawings
Maintenance Bond
Bid Proposal and Bid Sheet(s), including all attachments
All other documents attached hereto
Bid Bond
Notice of Award
Performance Bond
Agreement
Authorized Change Orders
Specifications
Special Provisions
Supplemental Specifications

C. "Contractor" shall mean the person or persons, firm partnership, company or corporation who has contracted for the completion of the work specified in the contract documents.

D. "Work" shall mean the services to be performed by the Contractor as set forth in these contract documents.

II. **CONTRACTOR'S OBLIGATIONS:**

A. **Schedule of Work**: The Contractor shall, prior to start of construction, submit to the City for written approval a practicable and feasible schedule, showing the order in which he proposes to carry out the work. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The schedule shall not exceed time limits required by the contract documents. The Contractor shall perform the work in accordance with the schedule. The schedule may only be revised with the written approval of the City.

B. **Drawings and Specifications**: The drawings and specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of the City but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the drawings and/or specifications, the Contractor shall report it to the City and obtain proper adjustments before proceeding with the work. In the case where soil borings have been made, and logs thereof are recorded, the information is offered to the Contractor merely as evidence and the Contractor himself must assume entire responsibility for any conclusions which he may draw from it.

C. **Performance and Completion of Work**: Contractor shall provide all labor, materials, tools, and equipment for proper execution and completion of work in accordance with contract documents and shall complete and deliver work to the City on schedule within the specified time. The Contractor shall furnish sufficient forces, construction plant and equipment as may be necessary to insure the progress of the work in accordance with the approved progress schedule. If, to maintain satisfactory progress, it is necessary to increase the work force or to work overtime, or to increase machinery, equipment or staging on site, such additional work, machinery, equipment, and staging shall be provided by the Contractor without additional cost to the City.

Failure of the Contractor to comply with the requirements of the Contract under this provision will be grounds for determination by the City that the contractor is not pursuing the work with such diligence as will insure completion within the specified time limits. Upon such determination by the city, it may terminate the contractor's right to proceed with the work, in accordance with the provisions governing Termination of Contract in these General Conditions.

D. **Materials and Workmanship**: All materials shall meet the requirements of the applicable specifications and shall be installed or used in accordance with the directions of the manufacturer and in such a manner so as to preserve all manufacturer warranties. All work shall be done in a good, substantial, workmanlike manner, by skilled workmen. The Contractor shall assign to the City before final payment all manufacturer's warranties relating to the materials, labor, or equipment used in the work.

E. **Superintendence by Contractor**: The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the City, in attendance at the site at all times during performance of the work, with authority to act for him and all communications given to the foreman or superintendent shall be as binding as if given to the Contractor. The Contractor shall also be responsible for the general supervision and coordination of work among the various subcontractors.

F. **Permits, Fees, and Notices**: The Contractor shall secure and pay for the building permit, if required, and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulation and lawful orders of public authorities having jurisdiction over Work, as determined by the City.

All work shall comply with all requirements of all current ordinances, laws and regulations of all federal, state and local authorities having jurisdiction. The contractor shall be responsible for requesting, obtaining and paying for inspections of his work as required by said authorities.

If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulation, the Contractor shall promptly notify the City in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of

public authorities, without such notice to the City, the Contractor shall assume full responsibility for such Work, its correction or removal, and shall bear the attributable costs.

G. **Protection of Property and Structures**: The Contractor shall carefully protect the property of the City, adjacent properties and structures, and utilities both above and below the surface of the ground. All damages to property, existing structures, trees and shrubs will be remedied by the Contractor by repairing, restoring or replacing the same to its prior condition as incidental to the work, and no extra compensation will be allowed.

H. **Protection and Preservation of Land Monuments and Property Line Marks**: The Contractor shall protect carefully from disturbance or damage, all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or marker must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of reestablishing such monuments or markers from any monies due or to become due the Contractor.

I. **Safeguards**: The Contractor shall at all times take every precaution to safeguard both employees and the public from hazards incidental to the work, and shall comply with all applicable provision of Federal, state and Municipal Safety Laws and Codes. When required, safeguards shall include watchmen, traffic signalmen, railing, barricades and lights employed in such a manner as to afford maximum safety.

J. **Use of Premises**: The Contractor shall confine his apparatus, the storage of materials, and the operation of his workers to limits indicated by law, ordinance, permits, or direction of the City, and shall not unreasonably encumber the premises or streets with his equipment or materials. The Contractor shall ensure that the site is maintained in a safe condition and kept orderly and clean and all combustible rubbish shall be promptly removed from the site. He shall further make every effort to maintain uncongested vehicular and pedestrian access to the site and all adjacent areas at all times. Whenever it becomes necessary to close off a street, permission of the City Engineer must be obtained. The Police Department, Fire Department, City Engineer, and local residents shall be notified forty-eight (48) hours in advance of each closing by the Contractor. The Contractor shall not erect any sign on the site without the City's prior written consent.

K. **Cleanup of Temporary Storage Site**: At the completion of the work, the Contractor shall remove all rubbish, tools, equipment, temporary work and surplus materials from the temporary storage site and adjacent premises. If the Contractor does not attend to such cleaning as above stipulated when so requested by the City, the City may cause such cleaning to be done by others and charge the cost thereof to the Contractor. No portion of the work can be abandoned before the cleanup is completed, nor shall final payment be made prior to complete cleanup and acceptance by the City Manager.

L. **Water for Construction Use**: If the Contractor intends to use water from the City system, he shall make application to the City Water Department and pay all charges

that may be imposed by the Water Department. Adequate precaution shall be taken by the Contractor against freezing or waste of water. All use of any of the City fire hydrants shall be done in accordance with the requirements of the city Water Department, and every effort will be made by the Contractor to use these hydrants in such a manner as not to interfere with the operation of the City Fire Department. The cost, charges and fees for any such water usage shall be borne by the Contractor.

III. **INSPECTION**:

The City and its employees, agents or representatives shall at all times have access to the work whenever it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and inspection.

The City shall have the right to reject materials and workmanship which are defective or do not comply with contract documents. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor fails to correct such defective work or remove rejected materials within a reasonable time, the City may remove them and charge the expense to the Contractor.

IV. **PAYMENT**:

A. **Partial Payments**: The City shall make partial payments as the work progresses, as follows:

Upon itemized application by the Contractor and reasonable opportunity for inspection by the City, the City shall make monthly payments to the Contractor based on ninety percent (90%) of the value of the labor and materials incorporated in the work up to the first day of the month less the aggregate of all previous payments, provided that the aggregate of all monthly payments shall not exceed ninety percent (90%) of the contract price.

After the work is 50% in place, additional retainage shall not be withheld unless the City determines, in its sole reasonable discretion, that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. If the City so determines, the City may retain not more than 10% of the dollar value of work more than 50% in place. In no case shall the aggregate of all monthly payments exceed 95% of the dollar value of the work.

B. **Final Payment**: Upon completion and acceptance by the City of all work required hereunder, and after the Contractor shall have furnished the City with release of all claims against the City which arise or may arise under and by virtue of this contract, then the City shall pay the balance due under this contract.

Payments otherwise due may be withheld by the City on account of defective work not remedied, rejected work, claims filed, or reasonable evidence indicating probable filing of claims, failure of Contractor to make payments properly to sub-contractors, or for material or labor, or a reasonable doubt that the contract can be completed for the balance then unpaid. If the same is not remedied upon written notice, the City may do so at the Contractor's expense and deduct any sums expended from payments otherwise due.

C. **Deductions**. Pursuant to charter section 2.15, the City may deduct from the amount due to the Contractor any invoices, judgments, or taxes currently owed by the Contractor to the City that are delinquent.

D. **Acceptance as Release**: Contractor's acceptance of final payment shall be a release to the City of any and all claims of any nature Contractor may assert against City arising out of or relating to this work.

V. CHANGES TO THIS CONTRACT:

A. **Change Orders**: The City shall have the authority to order changes in the work through additions, deletions, or substitutions. Modifications, deletions or additions that change the scope of the work as designated by the contract plans, and extensions of time to complete the contract, shall be covered by a written order signed by the authorized representatives of the Contractor and the City. The change order shall include any change to the contract sum which shall be adjusted in accordance with unit prices and/or lump sum prices as bid.

B. **Extra Work**: Being defined as work for which unit prices are not listed. Compensation for such extra work shall be included in any change order and shall be based on the actual cost to the Contractor for labor, materials and equipment plus fifteen (15%) percent. The Contractor shall perform such extra work as may be ordered by the City Manager. Any extra work required in an emergency to protect life and property shall be performed by the Contractor as is necessary. The City shall be notified within 48 hours of start of any extra work, for which the Contractor shall keep a strict account of actual cost, and a written work order shall be made out as soon as practical to do so. "Extra work" submitted after the 48-hour limitation will not be reimbursed by the City.

C. **Delays**: Time is of the essence of this contract. Delays shall be separated into two (2) classifications as determined by the City Manager. The classifications are as follows:

1. delays for which the Contractor is responsible, and

2. delays caused by Acts of God, riots, strikes, shortages of materials which could not be avoided by reasonable foresight, national emergencies which might create delays, public utility delays, etc.

No extensions of time will be given for delays as in classification (1) above for which the Contractor is responsible.

Delays failing into classification (2) above shall in no way affect the validity of the Contract, but the time limitation of the Contract shall be extended by the same amount of time as such delay may cause to be lost. The Contractor must notify the City in writing within 48 hours of the start of any delays falling into this classification.

D. **Liquidated Damages**: Should the work under these specifications not be finished within the time specified for any reason other than delays in classification C(2) above, it is agreed that there may be deducted by the City from the final payment to the Contractor a sum computed at the rate of per day, beginning the day following the

scheduled date of completion and continuing until the date of final acceptance of the work.

It is understood that the above deduction of per day is not a penalty, but money due, to be treated as liquidated damages to reimburse the City for the extra costs due to the delay in the completion of the work.

VI. **VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT.**

This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Jackson Code of Ordinances ("the Code"). This contract or agreement is also voidable or rescindable at the discretion of the City at any time if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.

VII. **TERMINATION BY THE CITY**:

Should the Contractor, at any time, refuse or fail to prosecute the work with promptness and diligence, or in accordance with the contract documents, the City may, at its sole discretion, terminate the contractor's right to proceed with the work by written notice to the Contractor. In such event, the City may enter upon the premises and for the purpose of completing the work included under the contract, take possession of all suitable materials thereon and finish the work by whatever method it deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable for and shall pay the difference to the City.

VIII. **SECURITY**:

A. **Bonds**: If the awarded contract is $50,000 or greater, the following bond requirements will apply:

Contractor shall, within ten (10) days of notice of award, provide City at Contractor's expense with three bonds using the forms attached hereto (B-1 through B-7):

(1) A performance bond executed to the City, to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work;

(2) A Labor and Material Payment Bond to be executed to the People of the State of Michigan and the City of Jackson, to be in the amount of one hundred percent (100%) of the full contract price, and to be conditioned on the payment of all labor and materials used in the work and for the protection of the City

from all liens and damages arising therefrom, as required by Act 213 of the Public Acts of Michigan of 1963, as amended; and

(3) A Maintenance and Guarantee Bond in a minimum amount of twenty five percent (25%) of the contract price.

All bonds shall be signed by the contractor and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City. Said bonds shall be payable to the City of Jackson and filed in the office of the City Clerk prior to the commencement of any Work.

B. **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. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insured 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, officers 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 financially responsible insurance companies having an AM Best rating of A- or better, licensed in the State of Michigan, and approved by the City, that will protect the Contractor, its sub-contractors, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of 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. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the types specified below, unless otherwise agreed to by the City in writing. When requested by Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. The amounts and types of such insurance shall be not less than the following:

1. Minimum required limits of liability:

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

(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 WC-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 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 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;

   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.

C. **Indemnification**: To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save the City of Jackson, its agents, servants, officials, officers, employees, or representatives (hereinafter "the Indemnitees"), harmless from and against all costs, losses, claims, demands, suits, actions, payments, judgments, or expenses, legal expenses including attorneys' fees, or otherwise, which may occur, arise, or alleged to have occurred or arose from personal injuries, property damage, bodily injury, including death, or otherwise, brought or recovered against the Indemnitees by reason of any act or omission, without limitation or exception, of the Indemnitees, the Contractor, its agents, contractors, subcontractors, servants, employees, or representatives, in the course of, or arising out of, the performance, execution or guarding of all work or services relating to this contract. However, this provision does not indemnify, for the negligence of the Indemnitees, in those situations described in Act 165 of the Public Acts of Michigan of 1966, as amended.

D. **Liens**: Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

E. **Guarantee**: The Contractor shall guarantee all materials and work performed under this Contract for the period of year from the date final payment is made. The contractor shall promptly make any corrections made necessary for reason of faulty materials or workmanship, including corrections of damage to other City property resulting thereby, without cost to the City.

If the award of contract is $50,000 or greater, the contractor shall provide a Maintenance and Guarantee Bond for a minimum of 25 percent of the total value of the contract price. The Maintenance and Guarantee Bonds shall guarantee the

maintenance of all work under this contract for a period of year from the date of final payment. All bonds shall be signed by the contractor with a surety company licensed to do business in the State of Michigan which is acceptable to the City. Said bond shall be payable to the City of Jackson and filed in the office of the City Clerk.

IX. **ARBITRATION**:

A. **General**: At the City's option, all claims, disputes or questions arising out of or relating to these contract documents may be referred to arbitration for decision and award.

B. **Selection**: If the City elects to utilize arbitration, the parties may agree on one arbitrator; otherwise, a list of three (3) names shall be requested from the American Arbitration Association. Each party shall eliminate one (1) name from the list. After elimination, the one (1) name remaining, shall be the arbitrator who shall determine the dispute and/or award. If both parties eliminate the same name, then the remaining list of two (2) names shall be sent to the American Arbitration Association with a request to have them decide which arbitrator shall hear the case. Certified copies of the findings and/or award shall be filed with the City and the Contractor.

C. **Compensation**: The arbitrator shall make such rules as he or she shall determine equitable to govern the conduct of the investigation and determination of the award. The arbitrator shall fix the amount of the cost of the proceedings, including his or her fair and reasonable compensation and shall determine how the total cost shall be borne. All proceedings shall be pursuant to the American Arbitrator's Association rules.

D. **Work to Continue**: The Contractor will carry on the work during the time any arbitration is proceeding, unless agreed in writing by both parties that other arrangements shall be made.

X. **MISCELLANEOUS**:

A. **Subcontracts**: The Contractor agrees to be fully responsible to the City for the acts or omissions of his subcontractors and anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

B. **Taxes**: The Contractor shall include and be deemed to have included in his bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury on the bid date.

If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in the whole or in part of any Michigan sales or use tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall insure solely to the benefit of the City of Jackson.

C. **Assignments**: The Contractor shall not assign this contract nor any monies to become due thereunder without the prior written consent of the City.

D. **Social Security**: The Contractor shall pay the contributions measured by wages of his employees required by the Social Security Act and/or the Public Acts of the State of Michigan and shall accept exclusive liability for said contributions both on account of employees carried directly on his payrolls and for those of his sub-contractors. The Contractor shall further indemnify and hold harmless the City on account of any contributions measured by the wages of employees of the Contractor or any sub-contractor which may be assessed against the City under authority of said Act of State Law of Michigan.

E. **Patents**: The Contractor shall defend all suits or claims and shall save the City harmless for liability of any nature or kind, including costs and expenses for or on account of any patented invention, article, or appliance, manufactured or used in the performance of this contract.

F. **Testing and Laboratory Service**: All field and laboratory inspection and testing of materials prior to use will be provided for the City under a separate contract or arrangement. The manner and extent of such service, and the selection of the testing agencies, shall be established by the City.

Whenever such prior testing of materials shall indicate that such material does not meet specifications, the Contractor may, at his own expense, make appropriate tests to prove otherwise. Final decision on acceptance or rejection of these materials shall be made by the City.

G. **Interpretation of Contract Documents**: If any doubt exists in the mind of the Contractor as to the correct meaning of any part of the drawings, specifications, or contract documents, he may submit a written request to the City for any interpretation of the intended meaning, and in so doing he must assume the responsibility for its delivery to the City.

In case of any discrepancy in the contract documents, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

H. **Access**: The Contractor shall provide the City, the Department of Labor, or any authorized representative thereof; with access to any books, documents, papers, and records of the Contractor which are pertinent to this project for the purpose of making audit, examination, excerpts and transcriptions.

I. **Payment for Idled Persons and Equipment**: In the event that machinery or equipment is idle due to failure of the City to properly provide for the Contractor to proceed with the work in accordance with the contract, or due to a delay caused by a public utility, payment may be allowed in accordance with Section 109.05 of the MDOT Standard Specifications for Highway Construction. If, in the opinion of the Engineer, there are other operations which could be undertaken by the Contractor should he claim idle time, the Contractor shall immediately proceed with such work and no idle time compensation will be approved.

J. **Measurement and Payment**. In the event the contract involves unit bid pricing, such pricing shall govern over total dollar amounts. Quantities of work completed under the

contract shall be determined by the city using the standards or methods of measurement provided in the Specifications, Special Provisions, Supplemental Specifications, or any other provision contained in the contract documents. Every attempt shall be made to measure quantity of work as fairly and accurately as possible; however, in the event of a discrepancy or dispute between the Contractor and the City, the City reserves the right to make final determination of the quantities of work completed in order to calculate the total cost of the work (Total contract amount).

K. **Coordination of Plans and Specifications**: In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the contract will prevail over all other parts in the following order.

1. Special Provisions/Conditions

2. Supplemental/Technical Specifications

3. Project Plans and Drawings

4. General Conditions

The Contractor shall not take advantage of any apparent error or omission in the plans, specifications, or other contract documents and if any inconsistency, omission, or conflict is discovered in the plans, specifications, or other contract documents, the Contractor shall (i) provide the better quality or greater quantity of work, or (ii) comply with the more stringent requirements, either or both in accordance with the City's interpretation as to the true intent. If in any place the meaning of the plans, specification, or other contract documents is obscured or uncertain or in dispute, the Contractor shall immediately consult with the City for the City's interpretation as to the true intent.

L. **Fines and Penalties**. Any fines, penalties or other monetary sanctions from any federal or state authority against the City that are a result of the actions or failure to act of the Contractor will be deducted from any payment that is due to the Contractor. If the fine, penalty or other monetary sanction is levied after Contractor receives payment, Contractor shall reimburse the City within 10 days of written notice for all such fines, penalties or monetary sanctions.

M. **Withholding.** Contractor must require that its employees comply with the City of Jackson rules for withholding of income tax for work performed in the City of Jackson. In addition, all contracts between the Contractor and any subcontractors must contain a provision requiring the subcontractor to comply with the City of Jackson rules for withholding of income tax for work performed in the City of Jackson. Copies of such contract language must be provided to the City prior to commencement of work by the subcontractor.

N. **Entire Agreement**. This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and

even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement.

O. **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.

JANITORIAL SERVICES WORK STATEMENT

1. **INTRODUCTION**

A. The City of Jackson is accepting bids for janitorial services at several City Departments. This document is designed to provide the bidding Contractor with information on the general requirements of the Contract. Bids are requested for janitorial services at the following addresses:

1. Department of Public Works – 421 Water Street
2. Department of Public Works – 521 Water Street
3. Wastewater Treatment Plant – 2995 Lansing Avenue
4. Water Treatment Plant – 740 E. Mansion Street

2. **SCOPE OF WORK**

A. The Contractor shall provide all personnel, equipment, supervision, and other items necessary to perform the janitorial (housekeeping) service as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy and safe work environment for occupants of the City of Jackson owned or leased office building(s). The specifications contained in this document have been developed to establish the minimum level of janitorial (housekeeping) services required by the City of Jackson (Agency).

B. Each department has its own individual cleaning requirements, and tasks/schedules vary from location to location. Some departments provide cleaning chemicals, cleaning equipment, etc. It is the responsibility of the Contractor to read each department specification and provide pricing based on the provided materials and service requirements.

3. **SPECIFIC REQUIREMENTS**

A. CONTRACT PERIOD/EXTENSIONS

The term of this contract is two (2) years and will commence with the issuance of the contract. This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties. If both parties agree to renew the contract, it shall include a 3% cost of living increase. The City reserves the right to terminate the contract for any reason at all, with a 30-day written notice. Once the term of the contract and all extensions have expired, the contract may be extended on a month-to-month basis at the same unit cost. All such services shall be provided in compliance with the specifications.

4. **CONTRACT PAYMENT SCHEDULE/BILLING**

Payment will be provided to Contractor once per month. At the close of each calendar month the Contractor is to submit detailed billing to the Purchasing Coordinator.

5. **PRICING/PAYMENT**

A. All costs for supplying required insurances, employee fringe benefits, social security or other governmental business taxes, must be incorporated into bid price quoted for this service. Such costs may not be billed separately.

B. The Contractor shall be responsible for payment of all wages, taxes, fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment to employees.

C. A cost for contracted hourly services will be provided with the quote for any additional services. On rare occasion a department may request additional cleaning of areas not outlined in the specifications.

6. **SECURITY CLEARANCE**

A. For security purposes it is imperative that any employee authorized to clean City of Jackson facilities submit to a criminal background check. The **awarded bidder** shall obtain this information using the Michigan State Police Internet Criminal History Access Tool (ICHAT). The website address for this is https://www.michigan.gov/msp/0,4643,7-123-1878_8311---,00.html **The Contractor is responsible for any expenses incurred during this process and must be updated yearly for all of their employees.** The Contractor will only appoint employees to clean City of Jackson facilities if they have cleared the security check and do not have a felony conviction. The results of the report will be sent to the Purchasing Coordinator for final approval. In the event a new employee is added, **they must have an ICHAT report completed, submitted and approved prior to reporting to a City location.**

7. **STAFFING/EQUIPMENT**

A. The Contractor must have equipment and staff to adequately perform the specified services, and in the event of mechanical breakdown, will be expected to provide backup service so that janitorial services are performed as requested.

B. The Contractor shall maintain an adequate pool of trained and ICHAT cleared relief personnel to substitute for absent regular employees.

C. A copy of the contract and specifications should be on site at each location so that their employees know what is expected (in case of turnover).

8. **EXAMINATION OF PREMISES**

A. It is the responsibility of the Contractor to have visited the site prior to submitting a proposal and check the working conditions and the methods of carrying out the work. The Contractor shall schedule the walk-through inspection through the Purchasing Coordinator and the Building Representative. Any condition which would prevent implementation of the work identified in this contract shall be indicated by the Contractor to the City of Jackson. The Contractor shall be held to have made such examinations and no allowances will be made by reason of error or omission, to make adequate examinations. Square footage listed is only estimates. Any additional measurements are the responsibility of the Contractor.

9. **CLEANING SCHEDULE**

A. Upon award of contract, it is the responsibility of the Contractor to contact the Building Representative prior to starting the actual work. At this time cleaning tasks/schedules can be addressed per location, and clarification made to any tasks or responsibilities.

10. **TRAINING/SAFETY REQUIREMENTS**

A. TRAINING

1. Contractor shall employ personnel capable of fulfilling the requirements of this contract and shall provide their employees training as necessary to perform work related duties. Janitorial personnel shall be trained in each skill required to perform each custodial/janitorial activity.
2. Contractor shall ensure employees are trained to meet all local, state, federal requirements related to their assigned tasks. Any expenses for training and updating employee training will be provided by the Contractor.
3. Contractor shall ensure employees are trained to meet and conform to standard (OSHA/MIOSHA) safety programs.

B. SAFETY AND ENVIRONMENTAL PROTECTION

1. The Contractor shall conform to all applicable Federal, City of Jackson and local laws, and to the requirements of this contract.
2. The Contractor shall take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel and City of Jackson personnel performing or in any way coming into contact with the performance of this contract.
3. The Contractor shall take all reasonable precautions to prevent the release of hazardous chemicals into the environment, and take additional precautions for health, safety, and environmental protection.
4. Any violation of these health, safety, and environmental rules and regulations, unless promptly corrected as directed by the Purchasing Coordinator, shall be grounds for termination of this contract in accordance with the Default Clause of this contract.

C. HAZZARD COMMUNICATIONS

1. Any chemicals brought into the facility by the Contractor must be pre- approved by the Building Representative. The Contractor must provide a copy of the SDS sheet and any pertinent safety information to the Building Representative. It is the responsibility of the Contractor to train their employees to use the chemical in compliance with all safety standards.

D. ACCIDENT/DAMAGES

1. Accident Reports:
   The Contractor shall comply with City of Jackson, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Building Representative within one hour of occurrence and a written follow-up report to the Building Representative within 24 hours of occurrence.
2. Damage Reports
   In all instances where City of Jackson property or equipment is damaged, the Contractor shall submit to the Building Representative a full report of the facts and extent of such damage, verbally within one hour, and in writing within 24 hours of the occurrence.

3. The Contractor is responsible for repair, replacement or clean up as necessary due to carelessness or negligence on the part of the Contractor or his/her employees.

11. **OTHER REQUIREMENTS**

A. SUPERVISION/DISCIPLINE

1. Competent supervision is to be furnished by the Contractor, and these services must be satisfactory to the City of Jackson. The Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all workers duties.
2. The Contractor shall discipline his/her employees as necessary, including hiring and firing. In the event of an employee of the Contractor leaving employment or is discharged, the Building Representative must be notified immediately for security reasons.
3. The agency may require the Contractor to immediately remove any contractual employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities. Any employee so removed may not be placed in another City of Jackson agency.

4. The agency reserves the right for final determination of a contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

B. BUILDING LOCK UP

1. The Contractor must lock and secure the building each night when leaving. Lock-up procedures consist of the following before leaving the building:
   a. Turn off designated interior lights
   b. Check and lock all entrance doors, gates or any other access
   c. Properly set security alarm system (where applicable)
2. In locations that include a security alarm system, the Contractor must also properly set the security alarm when leaving the building. Failure to maintain a secure environment, properly lock the building or set the security alarm and/or lock the gates (where applicable) will result in a complaint to vendor and possible cancellation of the contract. Any cost incurred from a City Employee being called in (overtime wages), security service, or local police, for false alarms caused by failure of the contractor to properly set the security alarm, will be the responsibility of the Contractor.
3. In addition, should the contract be canceled by default of Contractor, the cost of changing the building locks, providing new keys and re-coding the security alarm, where applicable, will be charged to the Contractor. These costs may be deducted from the final payment due the Contractor.

C. ACCESS/SECURITY

1. The Building Representative of each facility will provide the necessary registered and returnable keys to the Contractor. Any such keys are not to be duplicated and will be returned to the Building Representative upon completion of contract. **Any access codes provided to Contractor or Contractor's employees will be considered confidential and are not to be provided or shared with anyone.** Breaches of confidentiality may constitute grounds for cancellation of the contract.
2. The Contractor shall comply with all security regulations and special working conditions as required by the agency. Access to and egress from the buildings and agency grounds shall be via routes specifically designated by the City of Jackson agency.
3. The Contractor must maintain a secure environment while cleaning the facility. No one is allowed into the facility other than those individuals responsible for performing janitorial services. Relatives or other personal visitors are not allowed at the work site.

D. EQUIPMENT AND SUPPLIES

1. The Contractor must use cleaning equipment that meets with the approval of the City of Jackson agency. The Contractor will be required to submit a complete list by brand names and product number of all supplies to be used in fulfilling this contract and a Safety Data Sheet (SDS) prior to starting any work. Right is reserved by City of Jackson to accept or reject these items. An acceptable substitute must be furnished for any rejected item.
2. The Contractor must furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. All equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, which will be less disruptive to office workers.

3. If the Contractor is required to supply cleaners, use only such materials as are recommended and approved by the Building Representative or designee. The use of any powdered scouring cleaners is expressly prohibited.

4. The City of Jackson will furnish an area for storage of the Contractor's equipment and supplies. The Contractor will be held solely responsible for all items stored on City of Jackson premises.

E. EMPLOYEE RULES/CONDUCT

1. All work shall be done in accordance with all regulations governing the City of Jackson agency wherein the work is to be performed. Contractor employees will perform work with minimum possible interference to the ongoing activities of the City of Jackson agency. Materials, tools, etc. shall be confined so as not to unduly encumber the premises.
2. The Contractor must insure that each employee carries a current employee identification card, with picture, which is no more than two years old. The Contractor's employee must wear a badge in plain view indicating the employee's name and company name in letters not less than inch in height.
3. Contractor/employees shall be bound to confidentiality of any information its employees may become aware of during the course of performance of contracted tasks. Breaches of confidentiality may constitute grounds for cancellation of the contract.
4. Contractual employees will be required to wear clean and neat clothing or uniforms supplied by the Contractor at all times while on the job.
5. All lost and found articles recovered by contractual employees must be immediately turned in, to the Building Representative.
6. Contractual employees:
    a. Must not consume food or beverages in public view while on duty. During normal breaks and lunch periods, the cafeteria or lunchroom may be used for this purpose.
    b. Must not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
    c. Must not receive or initiate personal telephone calls from City of Jackson owned telephones.
    d. Must not play radios or other sound equipment without the Building Representative's approval.
    e. Must not fraternize with agency staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.
    f. Must turn off lights, if applicable, after cleaning is completed in an assigned area.
    g. Parking for contractual employees under this Contract (at City Hall) will not be provided by the agency. Arrangements for any necessary private parking incidental to this Contract are the responsibility of the Contractor.

F. INSPECTION AND CORRECTION OF DEFICIENCIES

1. The City will require a walk-through inspection on a monthly basis and reserves the right to initiate inspection(s) at its discretion. Walk-through inspections will require the participation of a Contractor Representative in an administrative capacity (not the daily cleaning crew) and one or more representatives of the City of Jackson, as deemed necessary.
2. The Building Representative will perform random inspections to ensure janitorial services meet the specifications outlined in this contract. Any performance evaluations noting deficiencies in the contract specifications will be provided to the Contractor. The deficiency for a daily, weekly, or monthly task must be corrected within 24 hours. Written permission from the City of Jackson may extend an allowable period of time for correction.
3. The Building Representative will maintain a form (Janitorial Vendor Performance Form) comprised of complaints/problems/concerns. In the event tasks are not performed to meet cleaning specifications, the Contractor will be

provided a copy of the form which outlines the areas requiring special attention. The contractor shall be provided 24 hours to resolve the cleaning issue.

4. The Building Representative or his/her appointed representative shall make the final decision as to whether or not any cleaning task has been satisfactorily performed. If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes.
5. Should the Contractor fail to correct specification deficiencies, a Complaint to Vendor (Janitorial Vender Performance Form) will be filed by the Purchasing Coordinator. Repeated failure to correct specification deficiencies resulting in issuance of subsequent Complaint to Vendor (Janitorial Vendor Performance Form) may result in cancellation of the contract by the City of Jackson Purchasing Coordinator.
6. Failure to correct a specification of the contract shall result in a written violation issued to the Contractor. Three written violations shall constitute a material breach of the contract and shall result in the review of the contract for all City departments.
7. If the Contractor fails to have its full amount of employees arrive at the job site for daily duties, or if the daily work performed is not to the satisfaction of the City, or if the Contractor fails to comply with inspection requests, then in addition to any other remedy available to the City under the contract, the City may deduct one-twentieth (1/20) from the monthly contract amount due Contractor for each day of non-performance or unsatisfactory performance. For purposes of this subparagraph, the City of Jackson shall have the sole discretion for determining whether the full number of employees arrived at the job site or whether the work was performed to the City's satisfaction.
8. Failure of Contractor to provide Building Representative and Purchasing Coordinator with current telephone number and address could result in termination of contract.

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G. RECORD KEEPING

1. The Contractor must provide a monthly time sheet to the Purchasing Coordinator showing the names, dates, areas and hours actually worked, including starting and ending times, for all employees used at this facility. This is to be submitted to the Purchasing Coordinator’s office with the Contractor's invoice.
2. Upon award of the contract, the Contractor's must schedule a meeting with the Purchasing Coordinator between the hours of 8:00 a.m. and 4:00 p.m. Supervisor must also be available to meet for consultation with the Purchasing Coordinator on an emergency basis during the same hours.
3. The Contractor must supply the Purchasing Coordinator with a list of all employees and supervisors to be used at each facility. Such list must include each employee's name, address and date of birth. This list will be updated by the Contractor as needed. Alternate employees may not be used until such list has been updated to include them and the above data for the alternate employee has been provided to the Purchasing Coordinator and received prior ICHAT clearance.

H. HOURS OF WORK/CITY OF JACKSON HOLIDAYS

1. The Building Representative will establish the appropriate schedules for work to be performed in designated offices and priorities for periodic work to be performed. The Contractor must adhere to these schedules.
2. Disruptive activities such as carpet extraction, floor stripping and waxing, etc., shall be done as scheduled by the Building Representative.
3. The City of Jackson will not pay for services not performed. The contractor will not be paid for City of Jackson Holidays unless requested to perform such services. City of Jackson Holidays include but not limited to: New Year's Day, Martin Luther King Jr. Birthday, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day (2 days) Christmas Eve, and Christmas Day. For specific dates, contact the Purchasing Coordinator.

12. **INSURANCE**

A. Contractor shall have insurance coverage as outlined in City of Jackson's General Conditions, for injury to, or destruction of property including loss of use therefrom, and carry automobile hazard insurance as required by law. The Contractor shall produce copies of these insurance policies upon award of the contract to the Purchasing Coordinator as stated in the General Contract Provisions.

13. **CONTRACT DEFINITIONS**

A. "Contractor" refers to the business entity, whether individual, partnership, corporation, or other, performing the work as described.
B. "Department" refers to any or all departments/facilities included in this contract.
C. "City" or “Agency” refers to the City of Jackson, Michigan
D. "Building Representative" refers to the designated contact at each facility.

14. **TASK DEFINITIONS**

A. Task Definitions

The following definitions outline minimum acceptable standards for the activity to be performed.

1. Vacuum Carpet and Spot Cleaning
    a. Thoroughly vacuum all carpeted areas. Move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
2. Dustmop
    a. Thoroughly dustmop all non-carpeted areas. Move and dustmop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dustmops must be treated with water-based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to dumpster.
3. Damp Mop
    a. Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.
4. Sweeping and Damp Mopping
    a. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. No dirt left in comers, behind radiators, under furniture, behind doors, on stairs or landings. Do not leave dirt where sweepings were picked up. Do not leave dirt, trash, or foreign matter under desks, tables or chairs.

5. Wet Mopping and Scrubbing
    a. The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry with comers and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
6. Wet Mopping
    a. At the stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped, and machine-buffed to a polished appearance with a high-speed buffer.
7. Damp Wiping
    a. This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.
        1. The wetting solution must contain an appropriate cleaning agent.
        2. When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer.
        3. Stripping and Sealing
            a. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.
            b. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.
8. Waxing and Buffing
    a. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and- equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

9. Wet Mopping and Buffing
    a. At the City of stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped, and machine-buffed to a polished appearance with a high-speed buffer.
10. Empty Waste Receptacles
    a. Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. When in doubt do not remove it. Liners must be used in all waste receptacles and must

be changed as needed and no less than once per month. Waste containers in restrooms, break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.

11. Restroom Cleaning

a. Fill Dispensers

1. Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin. etc.). All public restrooms have electric hand dryers. The Building Representative will identify the few private restrooms where paper towels are used.

b. Dusting

1. Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water-based dust control chemical, must be used. Areas not cleared by office occupant are left alone that day.

c. Disinfect

1. Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved *disinfectant solution and allow to air dry.

   All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain, where available, in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

d. Clean and Disinfect Sinks

1. Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved creme cleanser. Rinse thoroughly as all creme cleanser residues must be removed. Then wipe each item with approved *disinfectant solution and allow to air dry.

e. Clean Glass and Mirrors

1. Thoroughly clean all glass and mirrors using an approved alcohol-based glass cleaner. Use soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.

f. Clean and Disinfect Toilets and Urinals

1. Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff dry to a streak, smear and smudge free "shine". Leave seats in a raised position.

g. Clean and Disinfect Walls, Doors, Partitions and Handrails

1. Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with properly approved chemicals and properly approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

   ***All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain,**

if available, in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

h. Damp Mop - *Disinfectant
   1. Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at art times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved *disinfectant solution. Allow floor to air dry.

i. Clean and Disinfect Showers, Shower Walls and Stalls
   1. Thoroughly clean all showers, including bottom, faucets, and spigots, with approved creme cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with properly approved chemicals and properly approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

12. Remove Carpet Runners (as applicable)
    A. Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick-up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt salt usage, to maintain a clean appearance.

13. Replace Carpet Runners (as applicable)
    A. After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.

14. Clean and Disinfect Drinking Fountains
    A. Thoroughly clean entire exterior surface with approved cream cleanser. The grain of stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution.
       1. Wipe Dry
          a. Use a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.

15. Stainless Steel (Brass) Cleaning (Elevators. Doors, Trim, Etc.)
    A. Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean, soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.

16. Cleaning, High Traffic Areas
    A. High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the Building Representative.

17. Carpet Extracting
    A. Perform vacuuming and shampooing with commercial grade equipment only.
    B. All carpeting, including carpet runners, must be thoroughly cleaned as follows:
       1. All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free-standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.

2. Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes
3. Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.
4. All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
5. Thoroughly spray and thoroughly clean carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer.
6. Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood-blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.

18. Spray Buff Hard Floors
   A. Hard floor must be properly prepared before spray buffing:
      1. Remove carpet runners
      2. Dustmop
      3. Damp mop
   B. Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed.
   C. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often.
   D. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor.
   E. Floor shall be dust mopped after scheduled spray buffing is completed.
   F. Replace carpet runners.
19. Strip and Refinish
   A. Close and properly mark area "Closed". Remove all movable objects from area.
      1. Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
      2. Thoroughly agitate all floor area to remove all old finish with approved strip pad.
      3. Use wet vacuum to pick up old finish and stripper.
      4. Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
      5. Thoroughly mop rinse areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
      6. Allow floor to air dry.
      7. All old finish should be removed at this point.

8. Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
9. Apply second coat of sealer as described above. Allow sealer to thoroughly dry.
10. Apply top coating of approved floor finish. When dried, remove “Closed” signs and re-open area.

B. Floor strip and re-waxing shall be done semi-annually, or more if recommended by Building Representative

20. Scrub- Restroom Floors/Hard Surface Stairwell Floors
A. Close and properly mark area "Closed". Remove all movable objects from area.
1. Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
2. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
3. Use wet vacuum to pick up dirty solution.
4. Thoroughly mop rinse area with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed.
5. Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed a second time.
6. After floor is thoroughly dry, replace all objects moved from area.
7. Scrub all walls including partitions and remove signs and reopen.

21. Wall Spot Cleaning
A. Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean, soft cloth. Also thoroughly clean all interior glass with approved alcohol-based glass cleaner and wipe dry with clean, dry cloth. All surfaces must be dirt and streak free.

22. Dusting
A. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water-based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc.
B. Do not move dusting residue from spot to spot but remove it directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
1. Do not leave dust streaks.
2. Leave corners, crevices, molding and ledges free of dust and cobwebs.
3. Do not leave oil spots or smudges on surfaces caused by dusting tools.
C. Horizontal surfaces include, but are not limited to, countertops, file cabinets, tables. coat-racks, etc. Do not disturb work papers.
D. Dusting high and low includes, but is not limited to, partition tops, pictures, chair rungs, etc.
E. Window hangings are either venetian blinds or drapes. Dust venetian blinds. Lightly vacuum drapes.

23. Clean Air Bars and Vents
A. Vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.

24. Glass Cleaning
    A. Glass Cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass, including doors, revolving doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish cleaned glass.
    B. All Plexi-glass partitions and windows shall be cleaned with approved chemicals or cleaning solution, and wipe dry with a clean, dry microfiber cloth.
25. Vacuum Fabric Modular Walls & Fabric Chairs (Upholstered Furniture)
    A. Using suction type vacuum, will vacuum all fabric on modular walls and all fabric covered chairs leaving all fabric clean, free from dust balls, dirt and other debris.
26. Emergency Clean-up/Additional Services
    A. The Building Representative shall assign, as needed, clean-up duties to the Contractor when construction or remodeling has been completed or when an emergency occurs. Cleaning tasks would include: dusting, vacuuming, mopping, carpets extraction, window washing, etc. Payment will be according to the note per hour specified on the pricing sheet.

    NOTE: Services requested by the Building Representative and performed by the Contractor, which are beyond the scope of this service contract, shall be billed separately at the hourly rate quoted by the Contractor for emergency services/additional services.
27. Scheduled services
    A. Each building shall have a schedule of periodic cleaning approved by the assigned Building Representative for that location. Both Building Representative and Contractor Supervisor will use this schedule. This schedule shall include the following:
    Building name
    Service to be provided
    Month in which periodic is to be completed
    Date when service was completed
    Billed Cost for that service
28. Miscellaneous
    A. Rubbish removal from a central location is the responsibility of the City of Jackson. Contractor must bag all waste material and place inside containers provided for that purpose.
29. All hazardous conditions, such as burned-out lights, loose railings, etc., must be reported by janitorial staff to Contract Supervisor, who must then notify Building Representative in writing.

15. **CLEANING TASKS FREQUENCIES (AS REQUIRED BY FACILITY)**

A. <u>DAILY SERVICES: MONDAY THRU FRIDAY</u>

1. ROOM CLEANING - Office Areas, File Rooms, Libraries, Conference Rooms, etc.
    a. Empty waste receptacles and remove waste to designated area
    b. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition
    c. Replace liners when torn or soiled
    d. Dust mop all non-carpeted floors, and damp mop all spills. Buff floors, applying spray wax if needed
    e. Thoroughly vacuum all carpeted floors including corners, and underneath partitions each and every day (Refer to Task Definitions for quality of care expected.)
    f. Spot clean all carpeted areas

g. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners
h. Clean and disinfect drinking fountains
i. Clean and polish all entrance glass
j. Move all lobby chairs and clean floor area underneath and replace chairs in proper place

2. RESTROOMS
a. Clean and sanitize all units and clean pipes beneath all sinks
b. Clean mirrors and counters and polish chrome
c. Refill dispensers (See section: Replenishable Supplies)
d. Empty and disinfect all sanitary napkin receptacles
e. Sweep and damp mop floors with a germicidal solution paying special attention around wash bowls, toilets and urinals. Mop water to be changed between floors
f. Empty waste receptacles
g. Clean switch, door and kick plates
h. Maintain floor traps free of odor
i. Clean and sanitize wall hand-dryers

B. WEEKLY SERVICE

1. ROOM CLEANING - Office Areas, File Rooms. Libraries, Conference Rooms, etc.
a. Dust high and low, including clocks, all surfaces on which dust gathers
b. Remove all cobwebs, clean baseboards
c. Clean. spray wax and buff all vinyl composite floors
d. Thoroughly clean and scrub by agitation (with hand brush or mechanical machine) all ceramic tile surface floors
e. Clean by most appropriate means all lobby furniture and wash thoroughly, all children's furniture and fiberglass/vinyl furniture

2. RESTROOMS
a. Clean partition walls and doors with germicidal solution, making sure to thoroughly rinse
b. Clean and buff vinyl composite floors, with special attention to grouting, corners of floor, baseboards, and stalls
c. Thoroughly clean, scrub by agitation (with hand brush or mechanical machine), and disinfect all ceramic tile surface floors, with special attention to grouting, corners of floor, baseboards, and stalls
d. Spot clean walls around sinks, waste receptacles, behind toilets and urinals
e. Dust radiators, grills, ledges, etc.

C. MONTHLY SERVICE

1. ROOM CLEANING • Office Areas, File Rooms, Libraries, Conference Rooms, etc.
a. Dust vacuum window hangings
b. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area
c. Spot clean walls, doors, etc., removing all cobwebs, fingerprints, smears and stains
d. Clean partition glass
e. Vacuum exposed air bars and heating outlets
2. RESTROOMS
a. Wash with germicidal solution entrance doorways, ledges, etc.

D. QUARTERLY SERVICE

1. Schedule to be set up with Building Representative at beginning of contract period. Any deviation from established schedule must be pre-approved by Building Representative
2. Strip, seal, wax and buff all hard surfaced floors: Heavy traffic areas (including restrooms, unless floors are terrazzo, mosaic or ceramic tile floors)

E. SEMI-ANNUAL SERVICE

1. Schedule to be set up with Building Representative at beginning of contract period. Any deviation from established schedule must be pre- approved by Building Representative
2. ROOM CLEANING - Office Areas, File Rooms, Libraries, Conference Rooms, etc.
   a. Shampoo or steam clean carpets by commercial methods: Full contract area
   b. Strip, seal, wax and buff all hard surface floors: Full contract area (excluding terrazzo, mosaic or ceramic tile floors)
   c. Clean light fixtures lens

SPECIFICATIONS FOR JANITORIAL SERVICE
WASTEWATER TREATMENT PLANT
2995 LANSING AVENUE
BUILDING REPRESENTATIVE: TRENT STOCKMAN, 768-6147
CLEANING PRODUCTS/SUPPLIES ARE PROVIDED BY THE FACILITY

GENERAL REQUIREMENTS:

1. Cleaning during weekdays will begin promptly at **3:30 PM** unless agreed to otherwise at the Superintendent's discretion and continue until all work is finished. Cleaning during weekends may be accomplished by mutual agreement between Building Representative and Contractor. Employees of the Contractor will check, close and lock all open windows and turn off all appropriate lights when night or weekend cleaning is finished.
2. The Contractor will furnish all equipment, labor, supervision and cleaning supplies as necessary to do the work.

GENERAL JANITORIAL WORK AT THE WWTP

1. Empty all wastebaskets and replace plastic bag liners from owner’s stock
2. Sweep and mop all designated floors and stairs
3. Vacuum entrance carpets
4. Remove papers, rubbish and debris to designated areas
5. Clean and disinfect drinking fountain
6. Clean and sanitize all toilet bowls, urinals and wash sinks
7. Replenish paper towels, toilet tissue and hand soap from owner's stock
8. Sweep main Powerhouse walkways as designated
9. Clean office partition glass and front doors as needed
10. Clean and sanitize all lunchroom tables

Designated floor areas shall be mopped and swept daily. These designated 5090 square feet of floor areas shall be stripped and sealed quarterly.

	Sq Ft	Sq Ft
Foyer	50	
Unisex Restroom	80	
Secretary/Front Office	190	
Superintendent's Office	180	
IPP Supervisor's Office	200	
Laboratory	500	
Hallway (lab)	500	
Men's Restroom	50	
Instrument Panel Room	160	
Operator's Area	300	
Hallway Office	65	
Women's Restroom & Locker Room	215	
Back Offices	300	
Stairs to Breakroom	300	75 Sweep only
Breakroom	300	
Elevator	20	
Walkway Powerhouse		720 Sweep only
Men's Locker Room*		
Maintenance Office/Training Room*	1680	
TOTAL	5090	795 sweep only

SPECIFICATIONS FOR JANITORIAL SERVICES
DEPARTMENT OF PUBLIC WORKS
421 WATER STREET
BUILDING REPRESENTATIVE: RON HOWARD, 768-6586
CLEANING PRODUCTS/SUPPLIES ARE PROVIDED BY THE FACILITY

GENERAL REQUIREMENTS

1. Cleaning during weekdays will begin after 5:00 PM unless agreed to otherwise at the Building Representative's discretion and continue until all work is finished. Cleaning during weekends may be accomplished by mutual agreement between Building Representative and Contractor. Employees of the Contractor will check, close and lock all open windows and turn off all appropriate lights when night or weekend cleaning is finished

2 The Contractor will furnish all, labor, and supervision as necessary to do the work

A. Department Of Public Works will furnish paper products, liners and some cleaning supplies as necessary to do the work and may supply cleaning machinery used at this site depending on Contractor's requirements.

B. The Contractor will provide general cleaning as described below. Cleaning will be done Monday through Friday after 5:00 PM. Meetings in the building may prohibit cleaning of areas at any time. Cleaning activity should not disrupt meetings at any time.

C. Above and beyond daily work, the Contractor shall supply to the Building Representative a cleaning schedule that will show when all weekly, monthly and semi-annual work will be done. The Contractor shall follow this schedule and supply labor, time and materials needed to complete this work.

D. DAILY (5 Days Per Week)

1. Sweep and dust mop all hard surface floors as needed, and full service 1x per week
2. Vacuum carpet areas as needed, and full service 1x per week
3. Clean entrance doors (interior & exterior)and all office glass partitions
4. Spot clean carpeting and hard floors as necessary
5. Clean and disinfect all drinking fountains
6. Clean doorknobs with disinfectant
7. Dust all windowsills and ledges, door and wall moldings
8. Sweep and clean all exterior entrances
9. All hard surface wall areas shall be clean
10. All rugs and runners are to be kept clean, vacuum as necessary
11. All counters and tabletops are to be wiped free of dust marks, etc. No greasy or oily film should remain as a result of the cleaning cloth or solution
12. Clean all conference room tables and chairs as needed
13. Empty all wastebaskets and replace liners in offices for all contract areas

E. RESTROOMS

1. Clean all walls, cabinets, mirrors, handrails and fixtures
2. Clean and sanitize all toilet tanks, bowls and urinals inside and out
3. Clean all wash basins, fixtures, counters and vanities
4. Floor should be damp mopped with clean disinfectant water, changed between each room
5. Re-stock all paper and soap dispensers
6. Clean shop sink located outside restroom
7. Clean locker room floors, shower walls including floors, shelves, doors, plumbing fixtures, and handles, 1x weekly

F. LUNCHROOM

1. All counters and tabletops are to be wiped down
2. Stove, refrigerator, and microwave are to be cleaned with a treated cloth; no greasy or oily film should remain
3. Wet mop, clean and disinfect all floors. Due to the nature of work performed by Public Works, the floors in the lunchroom will need extra attention. Rinsing and extraction of the water with a wet vac may be necessary. During the winter, salt is a factor, and a neutralizing agent may be needed to be added to the cleaning solution

G. MONTHLY CLEANING

1. High/low dust all areas; check all walls and floors and spot clean as needed
2. Clean interior windows, entrance glass, office door and wall glass partitions
3. All vents in restrooms will be dusted and cleaned
4. Clean windowsills, ledges, and wall moldings

Location	Square Footage	Flooring Type
Conference Room	1605	Carpet
Asst Director & Foreman Office	603	Concrete
Director's Office	267	Carpet
Lobby, Hallways & Closets	1083	Concrete
Kitchen & Breakroom	597	Concrete
Locker Rooms & Shower Rooms (2)	439	Tile
Restrooms (5)	359	Tile
Mechanics Office	453	Concrete
Total	5406	

SPECIFICATIONS FOR JANITORIAL SERVICES
DEPARTMENT OF PUBLIC WORKS
521 WATER STREET
BUILDING REPRESENTATIVE: RON HOWARD 768-6586
CLEANING PRODUCTS/SUPPLIES ARE PROVIDED BY THE FACILITY

GENERAL REQUIREMENTS

2. Cleaning during weekdays will begin after 5:00 PM unless agreed to otherwise at the Building Representative's discretion and continue until all work is finished. Cleaning during weekends may be accomplished by mutual agreement between Building Representative and Contractor. Employees of the Contractor will check, close and lock all open windows and turn off all appropriate lights when night or weekend cleaning is finished

2 The Contractor will furnish all, labor, and supervision as necessary to do the work

Department Of Public Works will furnish paper products, liners and some cleaning supplies as necessary to do the work and may supply cleaning machinery used at this site depending on Contractor's requirements.

A. The Contractor will provide General Cleaning as described below. Cleaning will be done Monday, Wednesday and Friday after 5:00 PM. In the event of a Monday holiday, cleaning can be scheduled for either the day before or after the holiday. Meetings in the building may prohibit cleaning of areas at any time. Cleaning activity should not disrupt meetings at any time.

B. Above and beyond daily work, the Contractor shall supply to the Building Representative, a cleaning schedule that will show when all weekly, monthly and semi-annual work will be done. The Contractor shall follow this schedule and supply labor, time and materials needed to complete this work.

D. (3 days per Week) DAILY – WILL CONSIST OF ONLY THE LUNCHROOM, KITCHEN, LOCKER ROOM AND RESTROOMS
   1. Sweep and dust mop all hard surface floors and spot clean as needed
   2. Clean entrance doors and all office glass partitions
   3. Clean and disinfect all drinking fountains
   4. Clean doorknobs with disinfectant
   5. Dust all windowsills and ledges, door and wall moldings
   6. Sweep and clean all exterior entrances
   7. All hard surface wall areas shall be cleaned
   8. All rugs, mats and runners are to be kept clean, vacuum as necessary
   9. All counters and tabletops are to be wiped free of dust marks, and greasy or oily film should not remain as a result of the cleaning cloth or solution
   10. Empty all wastebaskets and replace liners in offices for all contract areas

E. RESTROOMS
   1. Clean all walls, cabinets, mirrors, handrails and fixtures
   2. Clean and sanitize all toilet tanks, bowls and urinals inside and out
   3. Clean all wash basins, fixtures, counters and vanities
   4. Re-stock all paper and soap dispensers
   5. Floor should be damp mopped with clean disinfectant water, changed between each room

F. LUNCHROOM

1. All counters and tabletops are to be wiped down
2. Stove, refrigerator and microwave are to be cleaned with a treated cloth; no greasy or oily film should remain
3. Wet mop, clean and disinfect all floors. Due to the nature of work performed by Public Works, the floors in the lunchroom will need extra attention. Rinsing and extraction of the water with a wet vac may be necessary. During the winter, salt is a factor, and a neutralizing agent may need to be added to the cleaning solution

G. MONTHLY CLEANING

1. High/low dust all areas; check all walls and floors and spot clean as needed
2. Clean interior windows, entrance glass, office door and wall glass partitions
3. All vents in restrooms will be dusted and cleaned
4. Clean windowsills, ledges, and wall moldings

Location	Square Footage	Tile/Carpet
Kitchen/Breakroom	1051	Concrete
Restrooms (3)	142	Vinyl
Locker Room	619	Concrete
Total	1812	

SPECIFICATIONS FOR JANITORIAL SERVICES
WATER TREATMENT PLANT
740 E.MANSION STREET
BUILDING REPRESENTATIVE: NICK MANGAS,768-5045

CLEANING PRODUCTS/SUPPLIES ARE PROVIDED BY THE FACILITY Clean Main Level of Treatment Building (740 East Mansion), which includes:

1 Office
2 Restrooms

1 Lunch/meeting room

1 Laboratory
1 Locker room

A. DAILY (5 Days Per Week)
   1. Sweep and dust mop all hard surface floors and spot clean as needed
   2. Clean entrance doors and all office glass partitions
   3. Clean and disinfect all drinking fountains
   4. Clean doorknobs with disinfectant
   5. Dust all windowsills and ledges, door and wall moldings
   6. Sweep and clean all exterior entrances
   7. All hard surface wall areas shall be cleaned
   8. All rugs, mats and runners are to be kept clean, vacuum as necessary
   9. All counters and tabletops are to be wiped free of dust marks, and greasy or oily film should not remain as a result of the cleaning cloth or solution
   10. Empty all wastebaskets and replace liners in offices for all contract areas

B. RESTROOMS
   1. Clean all walls, cabinets, mirrors, handrails and fixtures
   2. Clean and sanitize all toilet tanks, bowls and urinals inside and out
   3. Clean all wash basins, fixtures, counters and vanities
   4. Re-stock all paper and soap dispensers
   5. Floor should be damp mopped with clean disinfectant water, changed between each room

C. LUNCHROOM
   1. All counters and tabletops are to be wiped down
   2. Stove, refrigerator, and microwave are to be cleaned with a treated cloth; no greasy or oily film should remain
   3. Wet mop, clean and disinfect all floors. Due to the nature of work performed by Public Works, the floors in the lunchroom will need extra attention. Rinsing and extraction of the water with a wet vac may be necessary. During the winter, salt is a factor, and a neutralizing agent may be needed to be added to the cleaning solution

D. QUARTERLY

1. Strip and wax tile floors four times per year (to be scheduled with Building Representative). City to supply cleaning supplies with exception of stripping and waxing supplies are to be provided by Contractor.

	Room Size	Square Footage	Tile/Carpet
Locker Room	8'x14'	112	Tile
Supervisor's Office	12'x14'	168	Carpet
Uniform Hallway	4'x17'	68	Tile
Main Hallway	6'x60'	360	Tile
Lunchroom	14'x32'	448	Tile
Men's Restroom	6'x11' and 3 *W* x 7'	91	Tile
Ladies Restroom	8' X 14'	112	Tile
Laboratory	22' X 54'	1188	Tile
Total		2547	

CITY OF JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

JANITORIAL VENDOR PERFORMANCE FORM

NAME:_____ DEPT:_____ DATE:_____

AREA	**CLEANLINESS RATING (CHECK BOX)**			
	GOOD	ACCEPTABLE	NEEDS REVIEW	UNACCEPTABLE
FLOORS	☐	☐	☐	☐
TRASH	☐	☐	☐	☐
RESTROOMS	☐	☐	☐	☐
LOCKER ROOMS	☐	☐	☐	☐
OFFICES, GENERAL	☐	☐	☐	☐
LOBBY/ENTRANCE	☐	☐	☐	☐
BREAK ROOM/KITCHENETTE	☐	☐	☐	☐
CONFERENCE ROOM	☐	☐	☐	☐

IF RATING IS BELOW “ACCEPTABLE”, HAS IT BEEN REPORTED TO BUILDING REP?

YES ☐ NO ☐

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Resolution - Termination of Industrial District No. 98

Recommendation:

Approve a resolution terminating Industrial District No. 98 at the request of Sherriff-Goslin, the property owner that initiated the request to establish the district.

RESOLUTION TO TERMINATE INDUSTRIAL DEVELOPMENT DISTRICT NO. 98

WHEREAS, on July 30, 2024 Sherriff-Goslin Co. submitted paperwork to formally request the Jackson City Council to consider establishing an Industrial Development District to include the property located 503 E Biddle Street and only the property located at 503 E. Biddle Street; and

WHEREAS, on August 13, 2024 a public hearing was held in compliance with PA 198 of 1974; and

WHEREAS, the Jackson City Council considered a resolution establishing Industrial Development District No. 98 after the hearing; and

WHEREAS, the resolution establishing Industrial Development District No. 98 was approved; and

WHEREAS, on October 1, 2024 Sherriff-Goslin requested that the City of Jackson dissolve the Industrial Development District so that they move forward with a Commercial Facilities Exemption Certificate Application; and

WHEREAS, the Jackson City Council has not approved an industrial facilities exemption certificate within Industrial District No. 98; and

WHEREAS, in accordance with MCL 207.554(8), it is necessary to terminate Industrial Development District No. 98 before Council may consider establishing a Commercial Redevelopment District at 503 E. Biddle Street.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jackson that Industrial Development District No. 98 has been terminated.

****

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 12th day of November, 2024

IN WITNESS WHEREOF, I have
hereto affixed my signature and
Seal of the City of Jackson, Michigan,
on this 13th day of November, 2024

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Sale of City owned property located at 116 E. Mason

Recommendation:

Approve the sale of City owned property located at 116 E. Mason Street to K&R Real Investments, Inc, and authorize the City Manager to execute property transfer documents.

I recommend approval of the sale of 116 E. Mason Street to K&R Real Investments, Inc.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Lisa Moutinho , Administrative Assistant to the City Manager

DATE: November 12, 2024

RECOMMENDATION: I recommend approval of the sale of 116 E. Mason Street to K&R Real Investments, Inc., owner of Jack's Take-Out. The proposed improvement compliments other initiatives that are enhancing the Martin Luther King Corridor.

ISSUE STATEMENT

116 E. Mason is directly adjacent to Jack's Take-Out, located at 118 E. Mason. Currently, Jack's Take Out must place their garbage container in the front of the business, leading to an unsightly appearance and problems with unwanted dumping.

DESCRIBE THE CONSEQUENCES

The current configuration with the garbage container in the front of the business is unsightly and detracts from the storefront's curb appeal and could directly affect Jack's Take-Out-through a reduction in their business. Additionally, the current situation detracts from the Martin Luther King Jr. Corridor Improvement Authority's mission of beautification of the area.

OWNERSHIP

Rafael Golden of K&R Real Investments, Inc. approached the City with a plan to utilize 116 E. Mason to relocate Jack's Take-Out garbage dumpster and improve the overall appearance of his business. The City of Jackson supports selling K&R Real Investments the adjoining lot to achieve its objective.

SOLUTION

Mr. Golden is personally committed to a positive working relationship with the City of Jackson's Community Development Department to complete the improvements to 116 E. Mason, and will ensure those improvements align with the City's zoning and ordinance requirements. Further, these improvements will contribute positively to the Martin Luther King, Jr. Corridor's overall appearance.

FACILITATE IMPLEMENTATION

Approve the sale of City owned property located at 116 E. Mason Street to K&R Real Investments, Inc, and authorize the City Manager to execute property transfer documents.

ATTACHMENTS

1. 116 E. Mason Dvlpmt and Purchase Agr
2. Exhibit D 116 E. Mason Building Plan

PROPERTY TRANSFER AND DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 ("City'), and K & R Real Investments, Inc, a Michigan Corporation, whose address is 118 E. Mason Street, Jackson, MI 49203 and referred to as “Developer” (“Developer”),

WITNESSETH:

WHEREAS, the City is the owner of real property in City of Jackson commonly known as 116 E. Mason Street, Jackson, MI, 49203, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the “Property”; and

WHEREAS, Developer operates a business at 118 E. Mason Street; and

WHEREAS, Developer desires to purchase the Property from the City to relocate a garbage dumpster, which will improve the storefront of the business; and

WHEREAS, Developer will abide by the terms set forth in this Agreement and pay the City ONE THOUSAND and 00/100 ($1,000.00) in consideration for the City transferring ownership of the Property to Developer; and

WHEREAS, City requires Developer to make certain improvements on the Property as set forth on the List of Improvements attached hereto as Exhibit B and incorporated herein in order to comply with the Code; and

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

NOW, THEREFORE, in consideration of the above recitals, the City and the Developer agree as follows:

1. RECITALS. The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.

2. TRANSFER OF PROPERTY. Upon execution of the Development Agreement by Developer and the City, and the Developer paying the City the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.

3. COMBINING LOTS. Developer agrees to combine 116 E. Mason Street with the Developers adjoining property located at 118 E. Mason Street into a single parcel through the City of Jackson Assessor's Office**.** If the combination is not approved by December 1, 2025, the Developer must quit claim the Property back to the City.

4. IMPROVEMENTS BY DEVELOPER. Developer shall be required to make the improvements contained in Exhibit B by the date(s) listed on Exhibit B. In addition should Developer wish to make improvements to Property, all improvements and repairs shall be performed in a workmanlike manner. All improvements and repairs shall be in compliance with local code requirements and all applicable ordinances and regulations of the City of Jackson.

5. TAXES. Developer will keep current on all taxes assessed on the Property.

6. FAILURE TO FOLLOW CITY OF JACKSON CODE OF ORDINANCES

AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS. Should Developer fail to abide by the City of Jackson's Code of Ordinances, and be found responsible for a violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City. To effectuate the reversion, Developer shall execute a quit claim deed, pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

7. DEFAULT AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS. Developer shall be deemed to be in breach and default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and City has provided Developer with written notice of the default and the opportunity to cure such default within thirty (30) days from the date the City sends the written notice to the Developer. If any default has not been cured within thirty (30) days from the date the City sends the written notice to the Developer, the Property shall revert back to the City. To effectuate the reversion, Developer shall execute a quit claim deed, pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

8. FINANCIAL ABILITY. Developer acknowledges that they have the financial Resources available at this time in order to comply with this Agreement and further acknowledge that an inability to pay does not excuse or delay Developer's responsibilities under this Agreement.

9. COSTS AND EXPENSES. Costs and expenses incurred by the City in implementing and enforcing the provisions of this Agreement, shall be a lien on the premises which shall be enforceable in accordance with Section 15.7 of the Jackson City Charter and/or

other applicable City Charter and City Ordinance provisions. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by State law, the Jackson City Charter and/or City Ordinances. If the City elects to pursue collection of unpaid costs and expenses through the courts, Developer shall pay in addition to said costs and expenses all costs of litigation, including reasonable attorney fees.

10. CHANGE OF OWNERSHIP INTEREST. This Development Agreement shall be binding on and inure to the benefit of City and Developer and all of their respective heirs, successors, assigns, and transferees.

11. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives and assigns.

12. JOINT AND SEVERAL LIABILITY. Developers are hereby jointly and severally liable for any costs or expenses resulting from a breach of this Development Agreement.

13. NON-DISCRIMINATION REQUIREMENT. Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, national origin, sexual orientation or gender identity in the use or occupancy of the Property.

14. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties.

15. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be or

nationally recognized overnight courier delivery service with next business day delivery, with delivery receipt obtained. Notices must be addressed as follows:

If to the City, to:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201 Attention: City Manager
With a copy to:	City of Jackson 161 West Michigan Avenue Jackson, Ml 49201 Attention: City Attorney
If to Developer, to:	K & R Real Investments, Inc Attention: Rafael Golden 118 E. Mason Street Jackson, MI 49203

16. INDEMNIFICATION. Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "Indemnities") harmless from and against all actions, claims, demands, judgments, losses, expenses, suits or actions, (including attorney fees) for any injury or death of any person or persons, and loss or damage to property of any person or persons whomsoever, including Developer or the Indemnities, and their respective agents, contractors, subcontractors, and employees, arising either out of this Agreement or the intentional or negligent acts, errors or omissions of the Developer or its agents, contractors, subcontractors, and employees. However, Developer shall not be required to indemnify the City for such injury, death, loss, or damage cause by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

17. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

19. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

20. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.

21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this

Agreement, and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

22. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

23. ENTIRE AGREEMENT. This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and cancels any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the_____day of_____, 2024.

THE CITY OF JACKSON

_____

Jonathan Greene
City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this_____ day of_____, 2024 by Jonathan Greene, the City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____
Notary Public,
Jackson County, Michigan
My Commission Expires: _____

DEVELOPER

K & R Real Investments Inc

By: _____
Rafael Golden
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2024 by Rafael Golden, as the President of K&R Real Investments, Inc

_____
Notary Public,
Jackson County, Michigan
My Commission Expires: _____

EXHIBIT A - DESCRIPTION OF REAL PROPERTY

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

W 47 FT OF LOT 8 B5S R2E GRAND RIVER ADD
Commonly known as: 116 E. MASON STREET, JACKSON, MI 49203

Parcel/Tax ID#: 5-013500000

EXHIBIT B- LIST OF IMPROVEMENTS

Within six months of sale of property located at 116 E. Mason Street, Developer will, according to approved building plan, Exhibit D:

- Install hard surface 6” concrete drive with 6” curb in accordance with City Ordinance
- 28-100 (g)(3) Surface Treatment
- Install a gated enclosure utilizing 6’ composite fencing to contain 2 yard dumpsters to conceal outdoor trash storage from adjacent properties and adjoining rights-or-way in accordance with City Ordinance Section 28-110 (d)(3) Outdoor storage and waste disposal
- Install a minimum of 3 concreted bollards to protect potential dumpster push into proposed 6’ composite fencing enclosure
- Plant no less than five maple trees, with a minimum of 2” circumference with groundcover on western property line in accordance with City Ordinance Section 28-105 (d) Landscape Standards

All improvements and repairs shall be properly permitted and performed in a workmanlike manner. All improvements and repairs shall be in compliance with local code requirements and all applicable ordinances and regulations of the City of Jackson

EXHIBIT C

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

(See Attached)

EXHIBIT D

Approved Building Plan for improvements at 116 E. Mason

Jack's Take Out
Property Request Plan



CITY OF JACKSON
Founded 1829

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

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: November 12, 2024

SUBJECT: **Contract Award for the West Clarifier Re-Paint & Repair project, to Seven Brothers Painting, Inc.**

Recommendation:

Approval of the Contract Award for the West Clarifier Re-Paint & Repair project, to Seven Brothers Painting Inc., of Shelby Township, MI, in the amount of $776,000, to be funded with $606,046.25 of the City Local Recovery Funds under the American Rescue Plan Act, with the reallocation of $3,000 of these fund from the Engineering & Inspection Services to Construction, and remaining $167,953.75 from General Fund.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Mike Osborn

DATE: November 12, 2024

RECOMMENDATION: **Approval of the Contract Award for the West Clarifier Re-Paint & Repair project, to Seven Brothers Painting Inc., of Shelby Township, MI in the amount of $776,000, to be funded with $606,046.25 of the City Local Recovery Funds under the American Rescue Plan Act, with the reallocation of $3,000 of these fund from the Engineering & Inspection Services to Construction, and remaining $167,953.75 from General Fund.**

ISSUE STATEMENT

The West clarifier train needs to be sand blasted, repaired and repainted. The major issue is the protective coating is failing allowing the process to deteriorate the metal structure.

DESCRIBE THE CONSEQUENCES

The west clarifier train should have been repainted in 2014 – 2015. Protective coatings only last about 15 years according to Dixon engineering, we are close to 25 years old on the current protective coating. If we wait any longer the repairs suggested in this resolution, will be of no use to the structural integrity of the clarifiers and they will have to be completely replaced. This could lead to us not being able to provide clean and safe drinking water to the public and costing more money. Which would lead to bigger rate increases.

OWNERSHIP

As the Water Treatment plant supervisor it is my responsibility to address issues like this and bring them to City Council. This is a expensive and painful path forward but if we don't do it now we will be in worse shape later. Working with Dixon Engineering to come up with a good solution at an affordable cost is what we have worked hard to present to you.

SOLUTION

The 2025 West Clarifier Re-Paint & Repairs Project bids were as follows:

Rating	Company	Bid
#1	Seven Brother Painting Inc.	$ 776,000.00
#2	JK of Michigan	$ 1,470,000.00
#3	Allied Mechanical Services, Inc., Grand Rapids, MI	$ 2,058,000.00

The contract amount of $776,000, to be funded with $606,046.25 of the City Local Recovery Funds under the American Rescue Plan Act, with the reallocation of $3,000 of these funds from the Engineering & Inspection Services to Construction, and the remaining $167,953.75 from General Fund.

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

components:

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

Company	A	B	C	D	E	Total
Seven Brother Painting Inc.	25	25	20.73	15	8.67	94.42
JK of Michigan	20	20	21.75	12	10	83.75
Allied Mechanical Services, Inc.	15	23	25	14	9.17	86.17

FACILITATE IMPLEMENTATION

Approve the Contract Award for the West Clarifier Re-Paint & Repair project, to Seven Brothers Painting Inc., of Shelby Township, MI in the amount of $776,000 for the West Clarifier Re-Paint & Repairs Project.

2025 West Clarifier Re-Paint & Repair - LUMP SUM	**Seven Brothers Painting, Inc. 50805 Rizzo Drive Shelby Township, MI 48315**	**JK of Michigan 3201 W. Michigan Ave Jackson, MI 49202**	**Allied Mechanical Services, Inc 5688 East ML Ave. Kalamazoo, MI 49048**
SPALL REPAIR – 1 SQ FT – EAST PRIMARY CLARIFIER	$250.00	$5,000.00	$1,000.00
SPALL REPAIR – 1 SQ FT – WEST CLARIFIER	$250.00	$5,000.00	$1,000.00
WINDOW INSTALLATION	$8,000.00	$10,000.00	$50,000.00
WEIR REPLACEMENT – PRIMARY CLARIFIER	$5,000.00	$75,000.00	$90,000.00
ADDITIONAL WEIRS – PRIMARY CLARIFIER	$10,000.00	$15,000.00	$90,000.00
WEIR REPLACEMENT – SECONDARY CLARIFIER	$5,000.00	$75,000.00	$90,000.00
ADDITIONAL WEIRS – SECONDARY CLARIFIER	$10,000.00	$15,000.00	$90,000.00
PIPE SUPPORT REPLACEMENT – PRIMARY CLARIFIER	$3,000.00	$35,000.00	$50,000.00
PIPE SUPPORT REPLACEMENT – SECONDARY CLARIFIER	$3,000.00	$35,000.00	$50,000.00
SEAM WELDING – PRIMARY CLARIFIER	$2,000.00	$20,000.00	$25,000.00
SEAM WELDING – SECONDARY CLARIFIER	$2,000.00	$20,000.00	$25,000.00
HOLE REPAIRS – PRIMARY CLARIFIER	$3,500.00	$25,000.00	$26,000.00
HOLE REPAIRS – SECONDARY CLARIFIER	$3,500.00	$25,000.00	$26,000.00
NUT & BOLT REPLACEMENT – PRIMARY CLARIFIER	$1,500.00	$6,000.00	$4,500.00
NUT & BOLT REPLACEMENT – SECONDARY CLARIFIER	$1,500.00	$6,000.00	$4,500.00
LIME TROUGH REPLACEMENT – PRIMARY CLARIFIER	$6,000.00	$30,000.00	$60,000.00
HANDRAIL MOUNTING FLANGE REPLACEMENT – PRIMARY CLARIFIER	$1,500.00	$5,000.00	$25,000.00
DRAINPIPE REMOVAL – PRIMARY CLARIFIER	$1,500.00	$35,000.00	$60,000.00
TROUGH STEEL REPLACEMENT - CONTINGENCY	$4,500.00	$35,000.00	$50,000.00
BEAM REPAIR – CONTINGENCY	$2,500.00	$25,000.00	$40,000.00

2025 West Clarifier Re-Paint & Repair - LUMP SUM	**Seven Brothers Painting, Inc. 50805 Rizzo Drive Shelby Township, MI 48315**	**JK of Michigan 3201 W. Michigan Ave Jackson, MI 49202**	**Allied Mechanical Services, Inc 5688 East ML Ave. Kalamazoo, MI 49048**
SHIM REPLACEMENT - CONTINGENCY	$4,000.00	$30,000.00	$33,000.00
CHANNEL REPLACEMENT – CONTINGENCY	$2,500.00	$25,000.00	$10,000.00
PATCH PLATE – 1 SQ FT – CONTINGENCY	$250.00	$10,000.00	$4,500.00
PIT WELDING – 20 SQ IN – CONTINGENCY	$3,000.00	$15,000.00	$4,500.00
STEEL PAINTING WITH CONTAINMENT – PRIMARY CLARIFIER WEST	$293,500.00	$350,000.00	$370,000.00
PERIMETER HANDRAIL REPAINTING – PRIMARY CLARIFIER WEST	$28,000.00	$20,000.00	$16,000.00
30 INCH PIPE INTERIOR REPAINTING – PRIMARY CLARIFIER WEST	$31,750.00	$20,000.00	$15,000.00
PIT FILLING – 30 INCH PIPE INTERIOR – PRIMARY CLARIFIER WEST	$2,500.00	$10,000.00	$180,000.00
30 INCH PIPE EXTERIOR REPAINTING WITH CONTAINMENT – PRIMARY CLARIFIER WEST	$35,000.00	$20,000.00	$12,000.00
30 INCH PIPE EXTERIOR REPAINTING WITH CONTAINMENT – PRIMARY CLARIFIER EAST	$25,000.00	$20,000.00	$30,000.00
STEEL REPAINTING WITH CONTAINMENT – SECONDARY CLARIFIER WEST	$235,000.00	$408,000.00	$440,000.00
PERIMETER HANDRAIL REPAINTING – SECONDARY CLARIFIER WEST	$28,000.00	$15,000.00	$40,000.00
FILTER GALLERY HANDRAIL REPAINTING	$13,000.00	$25,000.00	$45,000.00
TOTAL BID AMOUNT	$776,000.00	$1,470,000.00	$2,058,000.00

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: **Resolution to Enter into a Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner**

Recommendation:

Adopt resolution to enter into a Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner, and the City agrees to financially support the cost of the Mid-Michigan Regional Lime Calciner Feasibility Study in the amount of 14.36% of costs over and above $675,000, at a not to exceed the amount of $35,900.

Attached is a report and resolution from Michael G. Osborn, Director of Public Works, requesting the adoption of the resolution in the attached report

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: November 12, 2024

RECOMMENDATION: Adopt a resolution to enter into a Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner, and the city agrees to financially support the cost of the Mid-Michigan Regional Lime Calciner Feasibility Study in the amount of 14.36% of costs over and above $675,000, at a not to exceed the amount of $35,900.

ISSUE STATEMENT

The City of Jackson's Water Treatment Plant (WTP) currently spends about $450,000 annually on lime to soften the City's water. Additionally, we incur an extra $670,000 to remove the used (spent) lime, having it hauled away from the City's WTP to farm fields. However, we could significantly reduce these expenses with the potential cost savings that the Mid-Michigan Regional Lime Calciner Feasibility Study could bring. This is particularly important given the recent regulations from the State of Michigan Environment, Great Lakes, and Energy (EGLE) that prohibit the disposal of spent lime-containing biosolids to land applied to farm fields. The City would like to work with other local Mid-Michigan municipalities that have similar issues with the spent lime land application on a better solution for handling this material.

DESCRIBE THE CONSEQUENCES

Adopting this resolution to enter into a Memorandum of Agreement to obtain the study for a Mid-Michigan Regional Lime Calciner will enhance our WTP's ability to search for new and innovative ways to handle spent lime disposal and to continue treating drinking water. Overall, this will aid the City in its mission to provide quality drinking water at an affordable rate for our residents and customers. The cost of this feasibility study engineering services, $675,000, is to be funded through a grant from EGLE awarded for creating a Regional Lime Calciner, with the City's contribution to be in the amount of 14.36% of costs over and above $675,000 grant funding, at a not to exceed the amount of $35,900. This funding will be provided by the Water Equipment & Replacement Fund.

OWNERSHIP

The city is committed to finding new and innovative ways to reduce expenses and provide affordable water to the community. The proposed Mid-Michigan Regional Lime Calciner feasibility study is the first step toward a promising solution that could significantly reduce costs and ensure quality water supply to the public. We believe that at some point, Michigan will join the list of states that no longer allow lime sludge (biosolids) to be applied to land. With the rising concerns about contamination and the spread of that contamination, we see the Calciner as a viable, long-term option for the city of Jackson and its customers. As a group, we have worked hard to secure grant funding from EGLE to

keep water production costs to a minimum and gain more knowledge regarding the future of treating water.

SOLUTION

By the City participating with other Mid-Michigan municipalities, along with the grant funding from EGLE for the Feasibility Study for a Mid-Michigan Regional Lime Calciner, will significantly reduce the cost to the City's Water Fund and create a long-term solution to the disposal of spent lime. Below is the breakdown of the percentage costs of the Municipal Parties for all future expenses. This cost distribution system is based on each Party's percentage of lime utilized and lime sludge generated relative to the total of all Parties for 2023.

	Percentage Based on Lime Utilized and Lime Sludge Generated	**Hypothetical Expenditure Amounts**		
		$10,000	*$75,000*	*$250,000*
Lansing Board of Water & Light	46.76%	$4,676	$35,070	$116,900
City of Ann Arbor	15.21%	$1,521	$11,407	$38,025
City of Jackson	14.36%	$1,436	$10,770	$35,900
East Lansing Meridian Water & Sewer Authority	8.98%	$898	$6,735	$22,450
Plainfield Charter Township	3.78%	$378	$2,835	$9,450
City of Owosso	3.19%	$319	$2,393	$7,975
City of Mount Pleasant	2.84%	$284	$2,130	$7,100
City of Howell	1.66%	$166	$1,245	$4,150
Marion-Howell-Oceola-Genoa (MHOG) Sewer & Water Utilities	1.65%	$165	$1,237	$4,125
City of Fenton	1.57%	$157	$1,178	$3,925

The first step in implementing this is to adopt the resolution to enter into a Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner and agree to support the project's cost financially. All payments will be remitted to the project fiduciary, Tri-County Regional Planning Commission, and will be funded using the Water Equipment & Replacement Fund.

FACILITATE IMPLEMENTATION

Adopt a resolution to enter into a Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner, and the city agrees to financially support the Mid-Michigan Regional Lime Calciner Feasibility Study cost.

MEMORANDUM OF AGREEMENT

TO OBTAIN A FEASIBILITY STUDY FOR A MID-MICHIGAN REGIONAL LIME CALCINER

This Memorandum of Agreement ("Agreement") is between the Tri-County Regional Planning Commission, City of Ann Arbor, City of Jackson, Lansing Board of Water & Light, East Lansing Meridian Water & Sewer Authority, Plainfield Charter Township, City of Owosso, City of Mt. Pleasant, City of Howell, Marion-Howell-Oceola-Genoa Sewer & Water Utilities, and City of Fenton (collectively referred to as the "Parties"). Additionally, the City of Ann Arbor, Lansing Board of Water & Light, East Lansing Meridian Water & Sewer Authority, Plainfield Charter Township, City of Owosso, City of Mt. Pleasant, City of Howell, Marion-Howell-Oceola-Genoa Sewer & Water Utilities, and City of Fenton are the participating entities currently utilizing lime and generating lime sludge (collectively referred to as the "Municipal Parties").

I. Purpose

It is the purpose of this Memorandum of Agreement (the "Agreement") to set forth the responsibilities of the Parties, including cost sharing, to obtain a feasibility study for a Mid-Michigan Regional Lime Calciner as more particularly described below. Local public agencies and communities believe there are substantial benefits that can be derived by exploring the potential for building a lime calciner in the mid-Michigan area. A facility of this nature would assist local water utilities in the disposal of lime sludge in a reliable, effective, and cost-efficient manner, and allow for the continual recycling and reuse of lime for softening with a higher quality of supply. The Parties wish to obtain a Mid-Michigan Regional Lime Calciner Feasibility Study (the "Study") to help determine the feasibility of building a regional lime calciner facility for the Parties.

II. Background

In 2014, several water providers in the mid-Michigan area came together to address issues with chemical supply and residual disposal surrounding their quick lime water softening processes. The participating entities were receiving highly varied qualities of quick lime and experiencing inconsistent byproduct disposal markets. The group was concerned with security, competitive bids, cradle-to-grave product management, and potential regulatory changes related to quick lime supply and residual disposal.

To address these concerns, the group began discussions of the creation of a regional lime calciner to convert the residuals back into usable quick lime. Due to a variety of factors, efforts were paused by the group in 2015. In 2022, the Tri-County Regional Planning Commission hosted the Greater Lansing Regional Groundwater Summit, which reignited conversations surrounding the need to address access to chemical supply and residual disposal, especially in a post-pandemic economic environment. The group has continued to meet and discuss the costs and benefits of creating a regional lime kiln. These discussions have led the Parties to agree to support and facilitate the process of developing a feasibility study for a lime calciner facility and discuss the next steps for the potential construction of the facility.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to work collaboratively to obtain the Study in accordance with the following terms.

III. General Provisions

A. Term

This Agreement shall commence retroactively on the effective date of April 1, 2024, and remain in effect until August 29, 2025, unless terminated earlier as provided for in this Agreement.

B. Tasks

1. Mid-Michigan Regional Lime Calciner Feasibility Study

a. Scope of Work

The Parties agree to work together to obtain a Study which will address the following criteria as detailed in the scope of services included in Appendix B:

- Identify the best type of kiln for mid-Michigan
- Determine potential site locations and transportation options
- Conduct a financial analysis and options for ownership
- Conduct an environmental and economic analysis

b. Contracting Services

1. Tri-County Regional Planning Commission Contracting

   Tri-County Regional Planning Commission will provide administrative support services as it pertains to the Study as needed by the Municipal Parties. These duties include the coordination of meetings and the management of the consultant contract. If additional services are needed, this agreement can be revised by the written agreement of all Parties to include the new scope and budget. Tri-County Regional Planning Commission will act as fiduciary agent for the acquisition of the Study. Tri-County Regional Planning Commission will enter into an agreement with a consultant for professional services to complete the Study, as defined in Appendix B. Tri-County Regional Planning Commission is responsible for the management of the consultant to complete the Study. Upon the hiring of a consultant, Tri-County Regional Planning Commission shall administer the Study, process consultant invoices, ensure the agreed-upon scope of work is adhered to, and distribute consultant-provided project deliverables in a mutually agreeable format.

2. Cost Sharing

   Tri-County Regional Planning Commission will pay all costs for the consultant up to $675,000. Tri-County Regional Planning Commission will use $75,000 of their Michigan Department of Environment, Great Lakes, and Energy's (Michigan EGLE) Affordability and Planning Grant award to support project management of the Study and administrative services for the Municipal Parties. Tri-County Regional Planning Commission will be solely responsible for all Michigan EGLE's Affordability and Planning Grant fulfillment responsibilities, including project and financial progress reports.

   The Municipal Parties will pay additional costs for the consultant should they exceed the set budget of $675,000 based on their percentage of lime utilized and lime sludge generated relative to the total of all Municipal Parties as set

forth in Appendix A, subject to any internal approvals required by each Municipal Party and appropriation of funds by each Municipal Party. Additional costs related to the Study will be issued by Tri-County Regional Planning Commission to each Municipal Party in the form of an invoice to be paid in full within thirty (30) days of receipt of invoice in accordance with the cost distribution system set forth in Appendix A. It is understood that funds paid shall be used only for the consultant services needed to fulfill the agreed-upon scope of work for the Study identified in Appendix B and are not to exceed the total amount as defined in the approved resolutions. The funds shall be accounted for in Tri-County Regional Planning Commission's accounting system for the purpose of managing a consultant and the completion of the Study.

c. Data Requests

The Parties shall supply all data requested by the consultant for the completion of the Study. Any Party data that is compiled as part of the analysis shall be included by the consultant as an appendix to the final report.

d. Participation Requirements

The Parties are expected to attend the Study kickoff and Study finalization meetings, regularly attend progress and planning meetings, keep apprised of Study updates and provide feedback when appropriate on information provided by the managing entity/project fiduciary and/or hired consultant, review and provide feedback on draft and final reports of the Study, and support additional Study needs as requested.

e. Meeting Attendance

Due to the nature of the Study and the necessity for cooperation between all members, if a Party fails to attend three consecutive meetings, the other Parties shall notify that Party and request appropriate action to ensure adequate representation at meetings.

2. Project Completion and Implementation

Upon the completion of the Study, the Parties will continue to meet as necessary to pursue the potential implementation of the Study recommendations, contingent on the feasibility of the Study findings. In the event additional administrative services from Tri-County are needed, an amendment to this Agreement can be made, as defined in Section III – B – 1 – b – 1.

IV. Resolution

Each Municipal Party agrees to enter this Agreement by the passage of a formal resolution, or other exercise of authority that includes an approval to commit to the payment of its portion of the cost share as described in Appendix A. The persons signing this Agreement on behalf of the Parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said Parties and that this Agreement has been authorized by said Parties.

V. Modification of Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous agreements, if any, between the Parties concerning the same or substantially similar subject matter. Modifications, amendments, extensions, or waivers of any provisions of this

Agreement may only be made by written amendment signed by all Parties.

VI. Termination of Agreement

Any Party may terminate its participation in this Agreement effective upon a ninety (90) day written notice to all Parties. Nevertheless, all Municipal Parties will be held accountable for and required to fulfill all financial obligations that have or will arise throughout the duration of the Study, in accordance with Appendix A, regardless of the point at which a Party may terminate its participation in this Agreement.

VII. Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

VIII. Assignment

No Party shall subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the other Parties. Nothing in this Agreement is intended or shall be construed to confer any rights or remedies on any person or other entity, other than the Parties and their respective permitted successors and assigns.

IX. Severability

If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of any party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Lansing Board of Water & Light

By: _____

Name: _____

Title: _____

Date: _____

City of Jackson

By: _____

Name: _____

Title: _____

Date: _____

Marion-Howell-Oceola-Genoa (MHOG) Sewer & Water Utilities

By: _____

Name: _____

Title: _____

Date: _____

East Lansing Meridian Water & Sewer Authority

By: _____

Name: _____

Title: _____

Date: _____

Plainfield Charter Township

By: _____

Name: _____

Title: _____

Date: _____

City of Owosso

By: _____

Name: _____

Title: _____

Date: _____

City of Mount Pleasant

By: _____

Name: _____

Title: _____

Date: _____

City of Howell

By: _____

Name: _____

Title: _____

Date: _____

City of Ann Arbor

By: _____

Name: _____

Title: _____

Date: _____

City of Fenton

By: _____

Name: _____

Title: _____

Date: _____

Tri-County Regional Planning Commission

By: _____

Name: Jim Snell

Title: Executive Director

Date: _____

Appendix A: Mid-Michigan Regional Lime Calciner Feasibility Study
Cost Distribution System

Below is the breakdown of the percentage costs of the Municipal Parties for all future expenses. This cost distribution system is based on each Party's percentage of lime utilized and lime sludge generated relative to the total of all Parties for 2023.

	Percentage Based on Lime Utilized and Lime Sludge Generated	**Hypothetical Expenditure Amounts**		
		$10,000	*$75,000*	*$250,000*
Lansing Board of Water & Light	46.76%	$4,676	$35,070	$116,900
City of Ann Arbor	15.21%	$1,521	$11,407	$38,025
City of Jackson	14.36%	$1,436	$10,770	$35,900
East Lansing Meridian Water & Sewer Authority	8.98%	$898	$6,735	$22,450
Plainfield Charter Township	3.78%	$378	$2,835	$9,450
City of Owosso	3.19%	$319	$2,393	$7,975
City of Mount Pleasant	2.84%	$284	$2,130	$7,100
City of Howell	1.66%	$166	$1,245	$4,150
Marion-Howell-Oceola-Genoa (MHOG) Sewer & Water Utilities	1.65%	$165	$1,237	$4,125
City of Fenton	1.57%	$157	$1,178	$3,925

Appendix B: Mid-Michigan Regional Lime Calciner Feasibility Study Scope of Work

Below is the detailed scope of work listed out in the Mid-Michigan Regional Lime Calciner Feasibility Study Request for Proposals.

1. Financial Analysis
    a. The Consultant shall perform a complete engineering financial analysis on the initial construction cost as well as recurring costs including costs for capital, operations and maintenance, labor, energy (fuel, power, etc.), sludge transportation and loading, lime transportation and loading, lime sales, waste disposal, permitting, and any other pertinent cost.
    b. The financial analysis shall evaluate the annual and lifecycle cost for each participating entity.
    c. Evaluate the return-on-investment timeline.
2. Funding
    a. The study should evaluate potential funding options for constructing the calciner plant.
3. Water Chemistry and Treatment Analysis
    a. The Consultant shall take samples and perform a chemical analysis of each entity's softening residual.
    b. The study shall evaluate the impact of the use of metal salts and other treatment chemicals on the ability to calcine residuals and on the quality of calcined lime.
    c. Consultant shall verify all recommendations are in alignment with approved options by the Michigan Department of Environment, Great Lakes, and Energy.
    d. Recommendations to the water treatment process of each participating system shall be made as necessary to conform to the chemical requirements of the calciner. The Consultant should also note if any entity would be required to change their treatment process or be excluded from the project based on unfavorable water chemistry.
4. Mass and Energy Balance
    a. Conduct a mass balance for each entity, based on their individual water chemistry and water production. Calculate the mass balance for the entire calciner with consideration to blending of sludge to mitigate unfavorable water chemistry. Provide a process flow diagram.
    b. Calculate the energy (and cost) per ton of lime produced.
5. Lime and Residual Transport
    a. Evaluate alternatives for lime residual transportation including water content, trucking dry, trucking wet, pumping, loading facilities at water treatment plants, and unloading facilities at lime kiln site. Evaluation should include logistics as well as financials. Consideration should be given to seasonal variability in production. Michigan weather should also be considered as it applies to the handling and transport of residuals and lime.
    b. Evaluate alternatives for quick lime transportation including trucking options and loading facilities at the lime kiln site.
    c. Perform cost/benefit analysis of owning/operating trucks versus contracting with a hauling company.

d. Evaluate feasible/beneficial radius of residuals and lime transport.

6. Lime and Residual Storage Logistics
    a. Recommend any on-site storage and handling modifications needed at each water treatment plant for both residuals and lime.
    b. Recommend on-site storage facilities needed for residuals and lime at the calciner facility.
    c. Consideration should be given to seasonal variability in production.
    d. Michigan weather should also be considered as it applies to the storage of residuals and lime.
7. Site Location
    a. In conjunction with transportation and storage evaluation, evaluate potential site locations. Evaluation shall include cost/benefit analysis as well as entities within the feasible radius of the location.
    b. Site location evaluation shall include consideration for fuel source, surrounding community, zoning requirements, permitting, etc.
8. Kiln Type and Fuel Alternatives
    a. Evaluate different types of kilns and recommend the best alternative.
    b. Evaluate fuel options for the kiln and make recommendations.
    c. Evaluate methods of production of multiple pellet sizes.
    d. Optimize the size and number of kilns for cost, reliability, and efficiency with anticipated seasonal variability in production rates and to serve feasible entities.
9. Owner/Operator Alternatives
    a. Evaluate potential alternatives for ownership and operation of the calciner facility. Possible options include an Authority, a single entity as owner/operator, and a private company. Propose other options if identified. Identify driving factors and variations in capital/operations and maintenance costs dependent on owner/operator.
    b. Develop a sample collaborative agreement for shared ownership of all participating entities with regard to operations and shared services.
10. Kiln Operation
    a. The Consultant shall evaluate continuous vs. batch lime production, necessary planned outages, seasonal fluctuations in residual production and lime demand, and kiln efficiency and turndown in relation to these factors.
    b. Identify additional sources of lime for emergency purposes and maintenance needs.
11. Environmental Impacts
    a. Quantify CO_2 emissions and options for beneficial reuse of CO_2.
    b. Determine air permitting requirements. Determine how current requirements impact the process and the cost. Evaluate how expected regulatory changes would impact the process and cost.
    c. Calculate carbon footprint and compare with the existing lime process. Perform this analysis for various fuel sources.

d. Address other potential environmental impacts related to the calcining process, site location, transport of residual and lime, etc.

e. Identify and highlight other sustainability benefits through the use of the lime kiln facility.

12. Economic Analysis

a. Quantify workforce development needs of facility construction, operations and maintenance, and other related labor demands, and creation of high-wage and/or high-skill jobs.

13. Regulatory and Financial Risk Assessment

a. Quantify the regulatory and financial risk that would be mitigated by eliminating the need for residual disposal.

b. Identify new regulatory and financial risks that would be created by calcining lime and transporting it to participating entities.

14. Kiln Byproducts

a. The calcining process will generate liquid and gas waste streams. The Consultant shall characterize and quantify these streams, evaluate disposal options (including regulatory requirements), and evaluate potential reuse alternatives, including business opportunities.

b. Evaluate potential markets for any byproducts of the process including, but not limited to, magnesium, carbon dioxide, calcium carbonate slurry or cake, heat, and dust. The report will include the available markets and the cost-benefit basis to implement the various by-product recoveries.

15. Pilot Study

a. If the lime kiln project proves feasible, the Consultant shall evaluate the need for a pilot study.

b. If a pilot study is recommended, the Consultant shall provide pilot study options (with preferences).

16. Calcined Lime Purity

a. Lime calcined from softening residuals is typically of a greater purity than quick lime calcined from limestone. Quantify how this difference in purity impacts the financials for water plant operation for each entity.

b. Address whether National Sanitation Foundation (NSF) certification(s) or other certifications are necessary for using calcined lime. Also, address whether this is different if excess lime is being sold. Quantify costs of certification.

17. Excess Lime Sales Markets

a. The softening process creates more calcium carbonate residual than the amount of lime added to the process. Quantify the amount of excess calcined lime based on each entity's water chemistry.

b. Investigate markets for the sale of this excess lime, considering the amount that will theoretically be available.

18. Stored Residuals

a. The Consultant shall evaluate the use of residuals that have been stored in lagoons (or other facilities) in the lime kiln. The Consultant will quantify the amount of stored residual available and recommend if/when/how to calcine this material.

MID-MICHIGAN REGIONAL LIME CALCINER FEASIBILITY STUDY

RESOLUTION 2024-___

CITY OF JACKSON

At a regular meeting of the JACKSON CITY COUNCIL, held in the City Hall Council Chambers located at 161 W. Michigan Avenue, Jackson, MI 49201, on _____, 2024.

The following resolution was offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, the CITY OF JACKSON desires to explore the potential for building a lime calciner to serve water utilities in the Mid-Michigan Area in disposing of lime sludge in a reliable, efficient and cost-effective manner, and that allows for the continual recycling and reuse of lime for softening; and

WHEREAS, an engineering and economic feasibility study is necessary to examine alternatives and make recommendations relative to the technical and financial aspects of these alternatives; and

WHEREAS, the CITY OF JACKSON will participate in the Mid-Michigan Regional Lime Calciner Feasibility Study, including providing data and reviewing and/or taking action on the final study recommendations;

NOW THEREFORE BE IT RESOLVED, that the CITY OF JACKSON approves the Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner attached hereto and agrees to financially support the cost of the Mid-Michigan Regional Lime Calciner Feasibility Study in the amount of 14.36% of costs over and above $675,000 but not to exceed Thirty Five Thousand Nine Hundred and 00/100 Dollars ($35,900), and remit payment to the project fiduciary (Tri-County Regional Planning Commission); and

BE IT FURTHER RESOLVED that Nick Mangas, City of Jackson Water Treatment Plant Supervisor, shall act on behalf of the City of Jackson during the completion of the feasibility study.

*****

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the _____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this ___ day of November 2024.

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Resolution for the Grant Agreement with the Michigan Department of Environment, Great Lakes and Energy

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Recommendation:

Approval of a resolution to enter into the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the American Rescue Plan - State Revolving Fund and authorize the Water Treatment Plant Supervisor and City Clerk to execute the appropriate documents.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: November 12, 2024

RECOMMENDATION: Approval of a resolution to enter into the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the Bipartisan Infrastructure Law – Emerging Contaminants-Small and Disadvantaged Communities Feasibility Study and authorize the Water Treatment Plant Supervisor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

Over the last five years, the City of Jackson's Water Treatment Plant (WTP) has withdrawn, on average, 1.39 billion gallons of water per year from its wellfield. This supplies the city's residents and its customers with clean and safe drinking water. Our Mansion Street wellfield wells, where we withdraw most of this water, are over 100 years old. This means the majority of the WTP Mansion Street wells are past their 40-50-year expected life. Out of the existing twelve wells, five of these wells are out of service due to emerging contaminants like PFAS. The urgency of the situation is further highlighted by the recent recommendation to take one well out of service due to its proximity to the Michner Plating Plant Angling Road brownfield site. Another well has been recommended to be cut and capped due to a casing leak that allows contaminated groundwater to seep into the aquifer from which we pull our water. These recommendations came from Tetra Tech during our Well Head and Source Water Protection project.

DESCRIBE THE CONSEQUENCES

There is an abundance of daunting information from the EPA and EGLE on emerging contaminants in front of us. If we do nothing with this information, we will not be able to continue to provide safe and clean drinking water to the City of Jackson residents or our customers. The reduction of almost fifty percent of our accessible well capacity at the Mansion Street wellfield due to contamination underscores the crucial need for a feasibility study. Source water is the key to providing the safest and cleanest drinking water possible for our residents and customers. If we don't act soon, we could be looking at having to buy water from other communities to provide the level of quality water we are currently providing.

OWNERSHIP

We are committed to finding ways to reduce costs to alleviate the financial burden on our ratepayers to continue to provide safe, clean drinking water most efficiently. This Bipartisan Infrastructure Law – Emerging Contaminants-Small and Disadvantaged Communities grant is a great opportunity for saving money and maintaining quality water supplied to the residents of Jackson and our customers. We are concerned at some point in the future, our existing Mansion Street wellfield will be unusable for water. We must continue to look for viable options for good sources of water to continue our level of high-quality water. This opportunity grant arose after talking with our EGLE district engineer and many other departments at EGLE. This is an amazing opportunity to save the community we serve money and find better sources of water. We have worked tirelessly to get this grant from EGLE as to keep the cost to the residents of Jackson and its customers to a minimum.

SOLUTION

By approving the City's participation with the EGLE grant funds, we will use this funding wisely to secure a new source of water to provide the City of Jackson and its customers with safe, clean drinking water well into the future. This grant will significantly reduce the cost to the City's Water Fund and create a long-term solution to getting good source water for the WTP.

FACILITATE IMPLEMENTATION

Approve the resolution to enter into the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the Bipartisan Infrastructure Law – Emerging Contaminants-Small and Disadvantaged Communities Feasibility Study in the amount of $500,000 and authorize the Water Treatment Plant Supervisor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. City of Jackson_ ECSDC Grant Agreement_for council
2. RESOLUTION_Source Water Grant Agreement - MMH revised 10.31.24

BIPARTISAN INFRASTRUCTURE LAW – EMERGING CONTAMINANTS-SMALL AND DISADVANTAGED COMMUNITIES GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND **CITY OF JACKSON**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **City of Jackson** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the **Safe Drinking Water Act: Section 1459A** and the **Infrastructure Investment and Jobs Act, PL 117-58** under the regulatory authority of **2 CFR 200, 2 CFR 1500, and 40 CFR 33.** This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Feasibility Study

Project #: EC-004

Amount of grant: $500,000

% of grant federal 100%

Amount of match: none required

PROJECT TOTAL: $500,000

Start Date: 10/1/2023

End Date: 11/1/2027

GRANTEE CONTACT INFORMATION:

Name/Title: Nick Mangas, Water Treatment Plant Supervisor

Organization: City of Jackson

Address: 161 W. Michigan Avenue

City, State, ZIP: Jackson, MI 49201

Phone Number: (517) 788-4073

E-Mail Address: nmangas@cityofjackson.org

Federal ID Number: 38-6004701

Grantee DUNs/UEI Number: U5EKBJE6C263

SIGMA Vendor Number: CV0047881

SAMPLE

STATE'S CONTACT INFORMATION:

Name/Title: Kaitlyn Thrush, Departmental Analyst – Grant Administrative Contact

Division/Bureau/Office: Finance Division

Address: 525 W Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: (517) 647-3482

E-Mail Address: thrushk1@michigan.gov

Name/Title: Donal Brady, Environmental Engineering Specialist – Grant Technical Contact

Division/Bureau/Office: Drinking Water and Environmental Health Division

Address: 120 W. Chapin Street

City, State, ZIP: Cadillac, MI 49601

Phone Number: (231) 942-1386

E-Mail Address: Bradyd6@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Nick Mangas, Water Treatment Plant Supervisor		
Signature	Name/Title	Date

FOR THE STATE:

Kelly Green, Administrator		
Signature	Name/Title	Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement, other than budget line item revisions less than 10% percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following*:*

Reporting Period	**Due Date**
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*****
October 1 – December 31	January 31

*****Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 30 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any

copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

Grantee must comply with all requirements imposed by the State on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award. Any additional requirements that the State imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports must also be provided by the Grantee.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is

caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: https://www.sam.gov/SAM.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

(A) (2 CFR 200.501) Audit required. A non-federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part

(B) (2 CFR 200.508) Auditee requirements:

a. Procure or otherwise arrange for the audit, if required.
b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
c. Promptly follow up and take corrective action on the audit findings.
d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable

measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over $2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

XXVI. FEDERAL FUNDING REQUIREMENTS

Total disbursements are funded with the federal funding Safe Drinking Water Act: Section 1459A and the Infrastructure Investment and Jobs Act, PL 117-58. The Catalog of Federal Domestic Assistance (CFDA) title is Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program, CFDA Number is 66.442. The federal grant number (FAIN) is 00E03532 and this grant is funded by funds from the U.S. Environmental Protection Agency. By accepting this Agreement, the grantee agrees to comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations are included within the following links:

eCFR :: 2 CFR Part 1500 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

eCFR :: 40 CFR Part 33 -- Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

The goal of this project will be to complete a feasibility study to determine the most viable future options for providing safe drinking water to the residents of Jackson. The City of Jackson's current drinking water source is the Mansion Street well field. This well field is threatened by PFAS contamination from the adjacent Michner Plating site and may also be threatened by other nearby contaminated sites. In general, communities facing PFAS contamination can develop a new well field, protect or adapt an existing well field, incorporate PFAS removal into the water treatment process, connect to another nearby system, and/or pursue other regional alternatives. Each of these options has costs and benefits and full consideration of each of them is a necessary first step in determining how future resources may be used to solve the contamination issues in Jackson.

This project will be completed in five phases following an iterative approach where each piece of data collected provides guidance for the direction of the subsequent step. In this way, the feasibility study provides a starting point and a plan to move towards the goal of solving contamination issues, but the actual path and associated tasks will be determined by best options as more and more data are collected.

Phase I will identify possible remedies to contamination issues, Phase II will evaluate continued use of the existing Mansion Street well field, and Phase III will identify potential new well field locations. Phases IV and V involve report compilation and development and public outreach and engagement, respectively. Should funding be available after completion of these initial tasks, Phase VI would commence, which could include further investigation of the existing or proposed well fields, pilot testing of contamination treatment, and/or initial design of new municipal water treatment and distribution facilities.

EGLE approved estimated project costs include:

Task	Budget
Planning/Design	$500,000
Total Grant Amount	**$500,000**

Indirect costs are not allowed under this agreement.

Program-specific Requirements:

1. This project is subject to the Davis-Bacon Act, 40 U S C 276a, et seq, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over $2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

2. The grantee must meet all federal crosscutter and other applicable requirements associated with the source of funding. See IIJA BIL EC-SDC Implementation Guide for full requirements.

3. The Grantee must comply with all federal requirements imposed by the Infrastructure Investment and Jobs Act (Public Law No. 117-58) which includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America (BABA) Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

    a. If the aforementioned BABA waiver is granted, the Grantee must still comply with Section 1452(a) of the Safe Drinking Water Act (42 U.S.C. 300 et seq.), which requires that all iron and steel products used in the project be produced in the United States unless the applicant obtains a waiver from the U.S. Environmental Protection Agency.

4. All non-professional contractor services should be competitively bid.

5. The Grantee agrees to comply with the anti-discrimination provisions of Section 602, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and Section 303, Title III of the Age Discrimination Act of 1975 (42 U.S.C. §6102) whereby the Grantee will not discriminate on the basis of race, color, national origin, sex, handicap, or age in any activity related to the project.

6. The Grantee agrees to comply with the requirements of 40 CFR Part 33 (Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs).

7. A signed contract is required for contracted services greater than $50,000 prior to reimbursement.

8. If historic or archeological artifacts or remains are discovered during project construction, the Grantee agrees to immediately contact the State Historic Preservation Officer and EGLE. The Grantee further agrees to discontinue work in the vicinity of the discovery until the State Historic Preservation Officer has determined the general limits and potential significance of the site. If human remains are discovered during project construction, the applicant agrees to immediately contact the State Police.

9. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility

indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.

10. All local, state, and federal permits, if required, must be obtained by the grantee prior to construction.

11. Completion of grant funded work does not constitute approval by EGLE's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

12. The Grantee will have an audit of its entire operations prepared by a recognized independent certified public accountant for each year in which the applicant receives $750,000 or more in federal assistance. The audit shall be prepared in conformance with the requirements of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards) and Office Management and Budget Circular No. A-133. The applicant will mail a copy of such audit to the Local Government Audit Division of the Michigan Department of Treasury and to the Michigan Finance Authority (hereafter referred to as the "Authority"). For audit purposes, the portion of each disbursement request that is considered to be federal assistance which counts towards the $750,000 trigger amount will be determined by the Authority. The applicant will receive notification of the federal portion, along with any special instructions, directly from the Authority.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

RESOLUTION NO. 2024 __
EGLE GRANT ACCEPTANCE
FEASIBILITY STUDY

BY CITY COUNCIL:

WHEREAS, the City of Jackson wishes to perform a planning and design study, to determine possible remedies for emerging contaminates of its existing source water wellfield; and

WHEREAS, the study will look for viable future options to continue to provide safe drinking water and will be funded through the State of Michigan's Department of Environment, Great Lakes and Energy; and

WHEREAS, the City has received a Bipartisan Infrastructure Law – Emerging Contaminants-Small and Disadvantaged Communities grant for the estimated cost of the planning and design study; and

WHEREAS, the grant agreement for project number EC-004 has been prepared for this study by the Michigan Department of Environment, Great Lakes and Energy and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the study's cost is $500,000 funded by the Bipartisan Infrastructure Law – Emerging Contaminants-Small, and Disadvantaged Communities grant, with no match requirement from the City and any costs over this amount to be funded with Water System Funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve entering into the grant agreement for project number EC-004 with the State of Michigan Department of Environment, Great Lakes and Energy; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize Nick Mangas, City of Jackson Water Treatment Plant Supervisor, to sign the grant agreement documents on behalf of the City.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 12th day of November, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 13th day of November, 2024.

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Approval of the first amendment to the contract agreement with Johnny's Tree Service, Inc., for as-needed tree trimming, tree removals, and stump grinding and restoration in the increased amount of up to $200,000.

Recommendation:

Approval of the first amendment to the contract agreement with Johnny's Tree Service, Inc., for as-needed tree trimming, tree removals, and stump grinding and restoration in the increased amount of up to $200,000.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: November 12, 2024

RECOMMENDATION: Approval of the first amendment to the contract agreement with Johnny's Tree Service, Inc., for as-needed tree trimming, tree removals, and stump grinding and restoration in the increased amount of up to $200,000.

ISSUE STATEMENT

Due to multiple large-scale storm events over the past several years and the age of the City's tree canopy, the city's routine tree maintenance schedule has become difficult to keep up with. The amount of tree maintenance needed has more than doubled in the last few years. Unfortunately, city residents with concerns for the safety of themselves, their neighbors, and their property are seeing a longer timeline to have those concerns addressed.

DESCRIBE THE CONSEQUENCES

Without the additional funding, the response timeline will continue to lengthen as additional tree maintenance requests are added daily. If the response timeline is not reduced, resident concerns will not be addressed consistently with the service the city expects to provide its residents. The delays in maintenance could lead to the possibility of harm to persons, and increased damage to property, causing the liability costs to increase in the future.

OWNERSHIP

In recent years, some strong storms have significantly impacted the city tree canopy. In fact, a couple of years ago, we were almost caught up on the requested tree removals, and then a winter ice storm came through, leading to many downed trees and branches. This increased the amount of tree maintenance needed throughout the city. As additional funding became available, we believe this would be a great opportunity to address the needs of the city's forestry services

SOLUTION

Amending the current contract with Johnny's Tree Service to increase the funding available will increase the quantity of tree trimming and removal services we can accomplish. Increasing the

services provided by our contractor can significantly reduce the response time for tree maintenance and aid in making our tree canopy manageable by staff. By reducing the wait time for routine tree maintenance-related work, the city can provide better services to its residents. The city deems it necessary to amend the scope of work of the contract agreement with Johnny's Tree Service, Inc., for as-needed tree trimming, tree removals, and stump grinding and restoration, to include up to an additional $200,000 of tree removal, trimming, stump grinding and restoration work. This shall be equivalent to approximately 138 tree removals of various sizes or 96 removals and 200 tree trims/stump grindings based on an average cost of $1,450 per tree removal and $300 per trim or grinding location to maintain the City's healthy tree stock and further provide for the health, safety, and welfare of City residents. This increase in project scope shall bring the total contract cost to $411,970

FACILITATE IMPLEMENTATION

Approval of the first amendment to the contract agreement with Johnny's Tree Service, Inc., for as-needed tree trimming, tree removals, and stump grinding and restoration in the increased amount of up to $200,000.

ATTACHMENTS

1. Johnny's Tree Service First Amendment to Extension 11.1.24

CITY OF JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

FIRST AMENDMENT TO AGREEMENT FOR EXTENSION OF AS NEEDED TREE TRIMMING, TREE REMOVAL, STUMP GRINDING AND RESTORATION

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment"), made and entered into this _____ day of_____,_____, by and between the City of Jackson, Michigan, a Michigan municipal corporation, herein "the City", and **JOHNNY'S TREE SERVICE INC.**, whose address is **1245 FALAHEE RD., JACKSON, MI 49203**, herein "the Contractor".

WITNESSETH:

WHEREAS, the City has deemed it necessary to undertake as-needed tree trimming, tree removal, stump grinding and restoration on City-owned property (the "Project"); and

WHEREAS, the City has previously advertised for sealed proposals for said Project and awarded same to Johnny's Tree Service in the amount of $211,970 pursuant to a written Contract, the terms, conditions and attachments of which are incorporated herein by reference; and

WHEREAS, the City Council has previously extended the term of the Project on May 28, 2024, now expiring August 31, 2025; and

WHEREAS, the City deems it necessary to amend the scope of work of the Project to include up to an additional $200,000 of tree removal, trimming, stump grinding and restoration work [which shall be equivalent to approximately 138 tree removals of various sizes or 96 removals and 200 tree trims/stump grindings based on an average of $1,450 per tree removal and $300 per trim or grinding location] to maintain the City's healthy tree stock and further provide for the health, safety and welfare of City residents; and

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

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

A. Contractor agrees to provide all equipment, material, supplies, labor, and services necessary to commence and complete the Project as described in the Contract Documents and as set forth in this First Amendment; and

B. Contractor agrees to perform additional tree removal, trimming, stump grinding and restoration work, which shall be equivalent to approximately 138 tree removals of various sizes or 96 removals and 200 tree trims/stump grindings, all work described in the Contract Documents incorporated herein by reference at the unit prices' bid for the total additional sum of **$200,000, TWO HUNDRED**

THOUSAND DOLLARS AND NO CENTS which shall bring the total Contract Price to $411,970.00, FOUR HUNDRED ELEVEN THOUSAND NINE HUNDRED SEVENTY DOLLARS AND NO CENTS.

C. Contractor agrees to commence work within five (5) days from execution of this First Amendment and to complete all work within the time limit as listed in the May 31, 2024 Agreement for Extension, being August 31, 2025.

D. Contractor agrees to amend the existing performance bond (bond no. 2581083) to reflect the amended contract price.

I. The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents and except as otherwise modified herein all terms, conditions and obligations under the Contract documents and bid specifications shall remain in full force and effect.

III. This First Amendment consists of all the Contract Documents listed in the General Conditions, which are incorporated whether attached or not.

IV. Contractor covenants and agrees that it will be bound by the terms of the attached Equal Employment Opportunity Clause.

V. This Agreement is binding on the parties hereto and their representative heirs.

VI. The provisions of the City of Jackson's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.

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

CITY OF JACKSON, MICHIGAN
a Municipal Corporation

_____
Witness

By_____
Daniel J. Mahoney, Mayor

_____
Witness

By_____
Andrea Muray, City Clerk

JOHNNY'S TREE SERVICE INC.

_____
Witness

By_____
Signature

_____
Please Print or Type Name

Title: _____

APPROVED AS TO SUBSTANCE:

_____
Jonathan Greene
City Manager

APPROVED AS TO FORM:

_____
Matthew M. Hagerty
City Attorney

A 2 of 2

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Nixon Pool Resurfacing Project

Recommendation:

> Approve the lowest quote for pool resurfacing to Reflections Pool and Spa of Fort Gratiot, Michigan, for $125,000.

Approve the lowest quote for pool resurfacing to Reflections Pool and Spa of Fort Gratiot, Michigan, for $125,000.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: November 12, 2024

RECOMMENDATION: Approve the lowest quote for pool resurfacing to Reflections Pool and Spa of Fort Gratiot, Michigan, for $125,000.

ISSUE STATEMENT

Nixon Pool needs resurfacing. It was initially updated in 2001, and we are now at the point where we need to resurface it to help with maintenance costs, improve the clarity of the water, and pass the inspection to open in 2025.

DESCRIBE THE CONSEQUENCES

Because of its age, the Nixon pool needs up-to-date maintenance to be open to the public.

OWNERSHIP

The City of Jackson Recreation Staff has extensively researched the pool's needs and worked with municipalities and businesses to determine the need for resurfacing based on age, improved water sight quality, and lower maintenance costs. We have updated our two pumps and added new sand and concrete where needed. This is the next natural step to keep the pool in good condition while improving efficiency and keeping up with maintenance costs.

SOLUTION

Nixon Pool is an aging pool that requires yearly updates to maintain its integrity. Necessary pool staff are working on their Certified Pool Operations certificate this winter through the Michigan Parks and Recreation Association to help diagnose and plan to keep this vital community asset ready for the citizens each summer.

FACILITATE IMPLEMENTATION

Approve the lowest quote for pool resurfacing to Reflections Pool and Spa of Fort Gratiot, Michigan, for $125,000.

ATTACHMENTS

1. Nixon Pool Resurfacing Projects Qoutes

pool estimate

Reflections POOL & SPA

(810) 937-6636

Hot Tub Service,
Sales, Repairs,
Replacement Covers

NAME: NIXON POOL		PHONE: 317 358-8541	DATE: 6/26/2024
STREET: 400 E. NORTH ST.		CITY/STATE/ZIP CODE: JACKSON MI 49202	
YEAR	COLOR	MAKE: GUNITE	MODEL: RECTANGULAR FREE FORM
SERIAL#	RGA # / RMA #	ESTIMATE PREPARED BY: LARRY	POWER PACK: ____110V ____220 V
INSURANCE COMPANY: K HOOVER / CITY OF JACKSON, ORD		SKIRT TYPE	

DESCRIPTION: RE MARCITE POOL SURFACE	PARTS	LABOR
SCOPE OF WORK:		
• REMOVE CHIP EXISTING PAINTED POOL SURFACE		
• REMOVE AND CHIP HOLLOW AREAS		
• SAW CUT AROUND ALL FITTINGS		
• INSTALL TILE LINE AT ZERO EDGE IF REQUIRED		
• ACID WASH & NEUTRALIZE SURFACE		
• APPLY BOND COAT		
• APPLY NEW MARCITE FINISH		
$125,000.00		
TOTALS		

above is an estimate based on our inspection and does not cover additional parts or labor which may be required after the work has n started. Occasionally, worn or damaged parts are discovered :h may not be evident on the first inspection. Because of this, the ve prices are not guaranteed. Quotations on parts and labor are ent and subject to change.

'HORIZATION FOR REPAIR. You are hereby authorized ake the above repairs:

ED:

TOTAL PARTS	$
TOTAL LABOR	$
SHIPPING	$
TAX	$
TOTAL	$
DEPOSIT	$
BALANCE DUE	$

Thank you for you business!

aquatic source

190 Summit St., Brighton, MI 48116 • phone 248.366.0606 • fax 248.366.0605
www.aquaticsource.com

City of Jackson
Nixon Pool
Attention: Alexa Markham
400 E North Street
Jackson, MI 49202

September 19, 2024

Re: Pool Renovation

Alexa,

Thank you for your continued patronage of Aquatic Source. Based on our discussions, it is your intent to complete the following work in the fall of 2024 and spring of 2025:

- Renovation of Pool (Plaster)

Please note that we have dramatically changed how we approach the re-finish process. Our quote is based on their being no more than one layer on the pool. If there are additional layers, the pool needs to be stripped. See attached information sheet. We have had far too many failures in the years past and can no longer accept the liability. Our warranty is offered *exclusively and through* our subcontractor.

Please note that we talked about the process of relaying plaster over existing plaster. Aquatic source recommends stripping off all old finish. Our subcontractor has agreed to a one-year warranty on the pool finish as long as all delaminated surface is removed. If there is more than 10% of delamination there may be additional charges to remove all delaminated surface.

We thank you for the opportunity and please accept the following:

New Pool Plaster Finish:

Please be aware, Aquatic Source is looking at pool "re-finishing" differently. Our contractor no longer offers a warranty on pools with two or more layers on it when placing another layer over old. Please see excerpt at the end of this document

1. This scope is to provide a new surface on the pool
    a. Remove main drain grates from pool and salvage for re-installation
    b. If grates need to be replaced, we will present you with an added cost to have them replaced while the pool is empty and we have access to them
2. Provide selective demolition of areas in the pool to prepare for new finish application
    a. Includes removal of lose and delaminated existing finish

aquatic source

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www.aquaticsource.com

   b. Up to 10% of marcite removal is included, one layer deep. Please note that quantities that exceed 10% will need to be priced and submitted for approval
   c. Note that ALL loose finish must be removed in order to guarantee new finish
   d. Note that warranty offered on surface is offered exclusively through our subcontractor. All surface preparation needed or required by contractor to provide warranty is non-negotiable. This includes stripping of the pool if contractor says it is required
3. All penetrations (lights, returns drains, etc.) will be chipped around so that new finish can be feathered around
4. Following features will be saw cut around and chipped (as applicable):
   a. Gutter (8" below)
   b. Tile racing lanes (12" outside tile)
   c. Tile targets (12" outside tile)
   d. Tile break line (12" outside tile)
   e. In wall steps
5. Acid wash pool and neutralize after demolition has been completed with TSP (or equivalent neutralizing agent)
6. It is to be noted that existing pool shell integrity is assumed adequate to accept new pool finish. After finish preparation has concluded, AS will inspect shell integrity and make recommendation to the Owner on possible structural de-lamination that may have occurred as a result of pool aging. Owner will be given recommendations and additional pricing based on findings. Should Owner opt to not repair shell as recommended and re-finish the pool, areas identified as needing repair that delaminate or fail after finish will be repaired at Owner's sole expense
7. Any tile repair needing to be performed will be at a time and material basis. Tile may delaminate or become loose as a function of demolition activities. Replacement of this tile will be performed at a time and material basis
8. Following tile work is included:
   a. 120 linear feet of 2" x 2" delineation tile for the underwater step, bench, and break line tile
9. Apply bond coat or scratch coat product to entire shell to bond new finish mechanically and chemically to existing finish. This must cure a min. of 24 hours before application of new finish
10. Apply new plaster finish to prepared surface
   a. Minimum thickness applied will be 3/8"
   b. Installation carries a one (1) year warranty with proper chemical balance. 2 years on Quartz
   c. All hard angles and 90-degree angles will be troweled smooth. New surface will be feathered into existing penetrations
   d. Aquatic Source will turn pool fill on at conclusion of marcite application. IT IS THE OWNERS RESPONSIBILITY TO TURN OFF FILL WATER!
   e. It is the Owners responsibility to brush new plaster and follow new finish care instructions as provided by Aquatic Source to maintain warranty on finish. These forms must be signed and returned with the quote prior to commencement of project. **Use of a sequestering agent, regardless of fill water chemistry is MANDATORY**
11. After pool is filled, please call Aquatic Source for a start-up. This call is your responsibility
12. Please note that plaster must cure underwater for 30 days

aquatic source

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www.aquaticsource.com

Terms & Timing:

1. All pricing is for a late summer early spring start time. We require a 50% deposit no later than the last calendar day of February. This deposit is placed with our subcontractor to ensure our clients are serviced first. This 50% deposit goes toward securing these contractors on your behalf.
2. Balance of contract is due Net 30 from pool start up
3. We anticipate full job to take 15-20 working days

Exclusions & General Requirements:

1. We assume use of the parking lot next to the pool for the plaster truck, along with a dumpster.
2. Minor landscaping damage may occur from plaster hose. We will do our best to limit this disturbance. All repair of vegetation, landscaping or green belts is the responsibility of the Owner to repair
3. Quote assumes use of Owners toilet facilities. Excessive use and abuse of facilities will be remedied and paid for by AS. This means bath houses must be turned on
4. Maintenance of new pool finish is by Owner as directed by AS
5. Chemical balancing (including chemicals) of fill pool water for plaster curing is excluded
6. We cannot be held responsible for tile dislodged during the plaster prep process. Repair of this/these will be an additional cost
7. All lose deck equipment and furniture in the area of construction shall be removed and replaced by Owner prior to start of construction and at its conclusion. AS and its subcontractors cannot be held responsible for damage to equipment/furniture left in construction area

aquatic source

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www.aquaticsource.com

Cost Summary (area 1 zero entry):

Re-finish Pool w/ Marcite	**$ 61,376**	☐	***CHECK TO CONFIRM***
***Add for Blue Quartz.....	$ 5,264	☐	***CHECK TO CONFIRM***
Add for Strip (2024).....	**$ 26,322**	☐	***CHECK TO CONFIRM***
Add for Strip (2025).....	**$ 38,164**	☐	***CHECK TO CONFIRM***
***Re-finish Pool w/ Pebble.....	$ 88,696	☐	***CHECK TO CONFIRM***

Cost Summary (area 2 large area):

Re-finish Pool w/ Marcite	**$ 103,880**	☐	***CHECK TO CONFIRM***
***Add for Blue Quartz.....	$ 9,244	☐	***CHECK TO CONFIRM***
Add for Strip (2024).....	**$ 46,222**	☐	***CHECK TO CONFIRM***
Add for Strip (2025).....	**$ 63,992**	☐	***CHECK TO CONFIRM***

***Optional

Deposit with be 50% of invoice chosen above

Thank you again for the opportunity to help you with your aquatic needs and I look forward to answering any questions you may have about the proposal.

Please note warranties list below:

Standard marcite	1 year
Blue quartz	2 years
Pebble finish	5 years

NO WARRANTY ON ANY FINISH IF POOL IS NOT STRIPPED DUE TO BEING PAINTED!

City of Jackson Nixon Pool:

Its' Authorized Representative **Date** **PO #: (if applicable)**

Best Regards,

Dakota Ward- Project Manager
NPC Certified Start-Up Technician
Aquatic Source, LLC
248-978-3786

aquatic source

190 Summit St., Brighton, MI 48116 • phone 248.366.0606 • fax 248.366.0605
www.aquaticsource.com

POOL RE-FINISHING & PRE-FINISH INSPECTIONS

Our industry is changing in regard to re-finishing commercial swimming pools. For years the industry standard in the Mid-West has been to simply remove the problem spots on the existing surface, bond coat and place new plaster over old. A such, many pools that have been re-finished over the years have several layers on them.

It should be noted that this re-finish process is unique to the Mid-West and is ***not*** the recommended process as outlined by the National Plasters Council (NPC); the recommended method and the method used in all other regions of the country is to completely remove the existing finish prior to application of new.

Aquatic Source offers the warranty provided on your new finish *strictly* through our sub-contractor(s). Because of recent failures in pools with multiple layers our subcontractor(s) will no longer offer warranties on pools that have two or more existing layers of finish on them; these pools will need to be stripped of existing finish prior to new application to receive a warranty.

We understand that this is going to add cost to the re-finishing process for many facilities. Unfortunately, Aquatic Source nor its subcontractor(s) can continue to be held liable for defects in pools with multiple layers or existing defective substrates being considered for re-application. It is simply not feasible to expect that we can remove all the hollow plaster under these multiple layers.

We are going to recommend that all pools that are considering a re-finish have the pool inspected to ascertain the best scope to consider in moving forward with the process. While this will not eliminate potential cost over runs, it will allow us to determine how many layers your pool has and provide the costs necessary *up-front* so you can be prepared for as many financial impacts as possible that may be encountered in executing the project for you.

By singing this document you acknowledge that you have been made aware of the potential financial risks associated with re-finishing your swimming pool. You further acknowledge the warranty ramifications as well as product viability associated with your decision and that they are in fact your financial obligations and not those of Aquatic Source nor its subcontractors.

_____

Authorized Signor Date

aquatic source

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www.aquaticsource.com

NEW MARCITE SPECIFICATIONS

Aquatic Source shall be responsible for draining and cleaning the pool (unless noted otherwise in proposal) & removing the winter cover if necessary. Aquatic Source will take every prudent precaution to ensure against any damage that may occur due to excessively high-water tables. Pump rentals may be extra and we **DO NOT** include well point dewatering. We shall remove the hydrostats from the main drains and drill additional relief holes in the floor if necessary. The old marcite shall be chipped back from around all pool fittings, lights and under tile to ensure a flush finish to the tile and pool fittings. Extra charges could apply if:

- *Loose tiles fall off during prep process in tile scheduled to remain*
- *More than 10% of pool surface needs stripping due to excessive de-lamination*
- *Pool structure has deteriorated beyond what has been observed as of bid date*

The pool shall be burned with acid, rinsed thoroughly to neutralize and to ensure a clean surface. Upon this clean surface, we will apply one layer of bond-kote (a specially formulated coating designed to be used as an ideal substrate to mechanically and chemically bond pool plaster over existing plaster). The Pozzolan Modified Marcite consists of white portland cement, white marble sand and a Pozzolan additive. Pozzolans react with the cement making it denser and more durable. The marcite shall be mixed and applied with sufficient water for proper hydration in order to produce a consistency for a smooth trowel finish. The pool shall be hand troweled with approximate marcite thickness of 3/8 to ½ inch. Variations in finish color from troweling is normal and should be expected. Upon completion of the plastering the pool, water will be left running, as it is necessary to fill immediately.

It is the Owners responsibility to turn off the water. If it is necessary for Aquatic Source to monitor and turn off the water, there will be an extra charge depending upon the number of trips necessary. All job related debris will be cleaned and removed from the project. A care sheet will be provided upon signing of the contract. This must be returned to the office signed before work can commence.

Aquatic Source shall guarantee for one year the surface of the new marcite against chipping providing Aquatic Source is your full-service swimming pool company for those years. Guarantee does not cover damage or discolorations to the new marcite that are caused by allowing the pool to remain empty, excessive acid washing, chemical imbalances or other conditions beyond the control of Aquatic Source. Crazing is not warranted. Crazing (also known as webbing) is caused from plaster not being submerged under water within 24 hours. It is also caused by the pool walls above the winterizing line remaining out of water during the winter. This is normal and should be anticipated. Aquatic Source will be periodically checking your pool water to see if the chemicals are in balance.

Aquatic Source cannot extend any type of warranty, when paint is found beneath the surface. Should this situation arise on your pool, prep work will halt and options/additional charges will be discussed. If the customer decides against the additional charge to rid the pool of all paint, there may still be additional charges. These charges would cover the additional time necessary to removal all hollow areas in order to provide a more solid surface and better overall lifespan for the new
marcite application. Any paint left in the pool will void our warranty.

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www.aquaticsource.com

Included within this bid is a return service call, after the pool is properly filled, at which we shall set-up all deck equipment, filtration equipment and start-up the system and instruct personnel on proper maintenance of new marcite. In short, you will not have to pay for an opening quote for this body of water if it is plastered in the Spring.

This form must be signed, dated and returned to us along with the signed re-marcite proposal.

Site Name: _____

Signature: _____ Date:

aquatic source

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www.aquaticsource.com

HOW TO CARE FOR YOUR NEWLY PLASTERED POOL
(Marcite is a product which cures under water)

Item#1:

After the plasterers leave, they will leave a garden hose running into the main drain box. It is the customer's responsibility to fill the pool *WITHIN 24 HOURS* – to minimize shrinkage. However, it is imperative that you *DO NOT TURN ON YOUR FILL SPOUT* until there is enough water in the deep end to absorb the pressure from the force of the fill spout. We recommend at least four (4) feet.

If your site has poor water pressure or poor water (high in minerals), you might want to consider having water brought in. Please call our office and we can give you names of companies who do this. Should you decide to bring in water, it will still be necessary to have at least three feet in the deep end to absorb the force of the water.

Please note that we MANDATE the use of a metal sequestering agent for the first thirty (30) days after the new finish has been applied. This is your responsibility to procure and add to the water. We carry these on the shelf for your convenience. Please contact the service department to order prior to the job starting. Metal staining is not covered under warranty.

Item#2:

Once your pool is PROPERLY filled (halfway on the tile – running into the skimmers or gutter), your pool system is ready to start. It is your responsibility at that time to call Aquatic Source (248-366-0606) and request a "Re-marcite start-up". This service is included in our contract. Please let our Customer Service Department know if you will need instructions for your pool's operation. Instruction is part of our Customer Service commitment, and the first hour for startup and instruction is free.

After the pool has been started, you will need to use a nylon wall brush to brush the walls and floor at least once per day for the first two weeks, and at least 3-4 times per week in the following two weeks. This process will remove the loose marcite dust. DO NOT USE VACUUM WITHIN THE FIRST 30 DAYS. All loose material must be brushed to the mains or scooped out with a skimmer. Removing scale do to improper care will require pool to be emptied and this IS NOT the responsibility of AS.

Please be aware that pressure will build within your filter system more frequently because of the marcite dust - backwash as often as needed. You might want to call Aquatic Source and order a sand change for your filter system after all the marcite dust has been removed. This will aid your system in performing at its best, resulting in excellent water clarity.

Item #3:

It will be more difficult than normal to balance your water after your pool has been refinished because the marcite product has a very high calcium level. The total alkalinity and pH levels will vary also. It is however, very important that you balance your chemicals as soon as possible to protect your new plaster. Bring the free chlorine residual up SLOWLY. In order to aid with plaster dust removal, do not be afraid to run the pH a little on the acidic side for the first thirty (30) days. Aquatic Source will be periodically checking your pool water to see if the chemicals are in balance. Your chemicals *MUST* be kept within the following ranges:

aquatic source

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www.aquaticsource.com

Pools Spas
Chlorine 1.0 - 3.0 3.0 - 5.0 ppm
Bromine 3.0 - 5.0 3.0 - 5.0 ppm
pH 7.2 – 7.6 7.2 – 7.6 ppm
Total Alkalinity 80 – 120 80 – 120 ppm
Calcium Hardness 225 – 300 225 – 300 ppm

Chemicals out of balance quickly deteriorate your pool's finish, making it rough and sharp. A recent study conducted by the National Plasterers Council has concluded that water chemistry is the most important factor in the "spot etching" of swimming pool plaster. In their study, the NPC concluded that an unbalanced pool showed nearly 12 times more spot etching than a balanced pool. The recorded percentage of etching in the balanced pool was, on average, 4.15 percent, while the percentage of etching in the unbalanced pool was, on average, 48.35 percent. IF CHEMICALS ARE NOT KEPT IN BALANCE, AQUATIC SOURCE will be unable to stand behind its warranties.

Another important component to consider is the purchase of a cover (if you do not have one) and enrolling in our save the water program. **Saving the water every year and not acid washing the pool every Spring will greatly increase the life of your new finish.**

If you have any concerns or questions about this process, please call us at your convenience. As part of our ongoing commitment to Customer Service, we want the results of our efforts and your efforts to be an excellent product! Happy Swimming!

The Staff of Aquatic Source
*Read by*_____ *Date:*_____

P.S. Any portions of the above procedures you wish Aquatic Source to handle are available on an hourly basis.

SonSeeker Holland
120 E Lakewood Blvd., Suite 30
Holland MI 49424
United States

Nixon Waterpark
400 E North Street
Jackson MI 49201
United States

Quotation # SOS-0005566

Quotation Date:
09/03/2024

Expiration:
03/02/2025

Salesperson:
Brad Weis

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
Scope Of Work				
Existing outdoor commercial waterpark / Pool 452 LF (zero entry - 9.5' deep) / Brad and Brian visited on 8/22/24 and met with Phil, Alexa and Andrew / Pool has painted concrete floors and painted plaster walls and benches / Benches and rope anchors have hollow areas / Quote is to strip paint and plaster down to shell, strip paint from common walls, apply texture to top of finger walls, install waterline tile on finger walls, install step and bench tile, install break line tile, prepare shell for new plaster finish, caulk gutters, apply quartz plaster finish, caulk control joints / Pool to be clean and dry at start of work **10 or 20 yd dumpster to be provided by Nixon as needed.* **All ladders, rails and features need to be removed prior to start of work*				
			Subtotal	$ 0.00
Prep work				
Strip interior finish - Strip (Water blast) painted concrete and painted plaster down to shell 8890 SQ FT	8,890.00 Units	8.50		$ 75,565.00
Texture - Misc - Prep, texture and stain Finger walls; Long 80 SQ FT + Short 40 SQ FT = 120 SQ FT Stain color (assumes Blue; NOT CHOSEN0	120.00 Units	55.00		$ 6,600.00
Waterline Tile - Installation on Zero entry walls 86 LF and Finger walls (76 and 34) = 196 LF (assumes cobalt or navy blue 6x6)	196.00 Units	50.00		$ 9,800.00
Install Rope Anchors - chip and patch hollows, remove old rope anchors, install (6) new rope anchors	6.00 Units	325.00		$ 1,950.00
Install Breakline Tile - 38 LF Blue 2x2 (two rows)	38.00 Units	50.00		$ 1,900.00
Step tile - Install step and bench tile (Steps 44.5 LF plus Benches 46 + 28 = 118.5 LF) one row of 2x2 or two rows 1x1 Blue NOT CHOSEN	118.50 Units	45.00		$ 5,332.50

If sending payment by check please mail payment(s) to: SonSeeker Pool Masonry, 750 Front Ave NW, Ste 315 Grand Rapids, MI 49504

SonSeeker Holland
120 E Lakewood Blvd., Suite 30
Holland MI 49424
United States

Miscellaneous Repair - mesh, patch and seal crack under four post water feature 12 LF	12.00 Units	110.00		$ 1,320.00
Caulk Gutter 410 LF	410.00 Units	12.00		$ 4,920.00
			Subtotal	$ 107,387.50
Plaster				
Sunstone Blue - Commercial 452' (0' - 9.5' deep)	1.00 Units	80,100.00		$ 80,100.00
Plaster Detail - Steps, Benches and Finger walls 176 LF	176.00 Units	30.00		$ 5,280.00
MicroGlass - treat new plaster finish with MicroGlass	1.00 Units	17,780.00		$ 17,780.00
			Subtotal	$ 103,160.00
Other				
Travel Cost	1.00 Units	18,300.00		$ 18,300.00
			Subtotal	$ 18,300.00

Total	$ 228,847.50

Payment Terms:

*If sending payment by check please mail payment(s) to:

SonSeeker Pool Masonry LLC
750 Front Ave NW, Ste. 315, Grand Rapids, MI 49504

Owner Payment Terms: 50% deposit is required prior to the start of work. 35% progress payment due when tile work is completed. Remaining balance is due upon completion of SonSeeker Pool Masonry's specific work outlined in this agreement. Any delay in payments needs to be communicated and accepted by SonSeeker Pool Masonry.

Contractor/ Owner: Payment and Dispute Resolution/ Attorney Fees: Any payments received after 14 days from the emailed invoice date is subject to interest charges of 5% per month on unpaid balances.

1. SonSeeker Pool Masonry LLC - guarantees all work done by them to be free from defects in workmanship for two years from the date of completion, when subjected to normal use and care thereof, and shall be liable for mechanical defects to the extent of the Manufacturer's Warranty. Void if chemical misbalancing is the source of damage and decline.

2. SonSeeker Pool Masonry LLC - will carry adequate Workmen's Compensation and Liability Insurance as provided by the laws of the State of Michigan. In the event the parties have a dispute of any kind, both parties agree to Jurisdiction in the State of

Michigan, Ottawa County, or the Federal Court in the Western District of Michigan.

3. Travel charge will apply to jobs further than a 25-mile radius from Holland, Michigan

4. The owner shall be responsible for the quality and adequacy of the water used in filling the pool.

SonSeeker Holland 120 E Lakewood Blvd., Suite 30 Holland, MI 49424 United States info@sonseeker.com http://sonseeker.com
EIN: 30-0194772

If sending payment by check please mail payment(s) to: SonSeeker Pool Masonry, 750 Front Ave NW, Ste. 315 Grand Rapids, MI 49504

5. Builders/ Contractors/ Homeowners are responsible for the chemical balancing of water. Graying, blotching, and spot etching for example are due to water chemistry problems, not workmanship or materials. It is the builder/ contractor's responsibility to inform their customers of these types of issues.
6. Crazing is not covered under warranty. Crazing, also known as spider webbing, is caused from the plaster not being submerged underwater within a 24-hour period. This is especially crucial during the hot months. This is the builder/ contractor responsibility to communicate this to the customer. Trucked in water is typically the best way to solve this issue.

7. There will be a $750 Pull off Charge if the pool is NOT ready upon arrival for residential and a $1000 Pull off Charge for commercial.

8. All remodel plaster jobs include a maximum of 10% removal of existing plaster, anything exceeding this will be quoted at $8.00 per ft2. If we find paint on the shell after the removal of the layers of plaster there will be an extra cost for water blasting to remove paint, this is required to get a good bond to the concrete shell.

9. Builders/ Contractors/ Homeowners are responsible for the protection/ covering of any new or existing decks. SonSeeker Pool Masonry's responsibility covers from waterline to coping and work areas.

10. Builders/ Contractors/ Homeowners are responsible for water filling arrangements, the draining and/or hydraulic pressure of the pool. SonSeeker Pool Masonry does not order or provide water. Instructions will be provided by SonSeeker Pool Masonry for the start-up and maintenance of the new finish.

11. SonSeeker Pool Masonry will NOT be liable for any customer injuries to individuals or pets entering the designated work site area during the construction process.

12. Awareness of any additives to concrete, waterproofing materials for new construction must be provided prior to the start of work. Not providing could void the warranty. If XYPEX is used in the construction or repair of the Shell NO warranty for delamination will apply.

SonSeeker Holland
120 E Lakewood Blvd., Suite 30
Holland MI 49424
United States

13. If you drain your pool through the off-season, SonSeeker Pool Masonry is not responsible for delamination.

14. Prompt payment (within one week of completion) ensures prompt service.

15. Release required on all colored plaster pools.

16. SonSeeker Pool Masonry's best practice is to strip existing plaster layers back to the original shell for the best durability and bonding results. We will install a new finish over 1 layer of existing plaster if it is solid and well bonded to the shell. If it is determined that the original coat of plaster is compromised, we strongly recommend stripping to the original shell. There will be no more than two layers of plaster on the pool after we complete our finish. SonSeeker Pool Masonry will apply more than its recommended above-stated practice if the customer signs a No Delamination Warranty Disclaimer. Chemical degradation or contamination of the existing finish is also a factor in deciding whether to remove the plaster to the original shell structure. Delamination warranty is only in place when no more than a
total of two layers are involved, including SonSeeker Pool Masonry's new finish. This needs to be confirmed prior to completing prep work and/ or plastering of the pool. The best way to confirm how many layers are on the shell is to do a core test at the prior to start of work.

17. Disclaimer: With Homeowner/ Builder understanding, that colored plaster/ quartz is composed of natural materials which have certain inherent characteristics, a certain amount of shading or color variation which is a natural occurrence, and should not be construed as a defect, but only enhances the beauty of your pool. Homeowner/ Builder also agrees that color plaster/ quartz is not guaranteed for evenness of color and may not be the exact shade anticipated also, the shade of color may fade over time and may also be streaked, blotchy or mottled. Homeowner also understands that (crazing) check cracks and hairline cracks may be noticeable and may be quite pronounced with colored plaster / quartz. These conditions are beyond the Contractor's control and Customer understands and agrees that SonSeeker Pool Masonry LLC and its employees are not responsible for the occurrence of any or all the above-mentioned conditions. Homeowner/ Builder agrees to accept full responsibility should any of these issues occur.

18. Acceptance of work provided: Owner/ Builder/ Contractor agrees to accept the work provided by SonSeeker Pool Masonry upon completion. A representative must be present prior to the crew leaving the site to review and flag any concerns/ issues. If no one is present, the assumption is that there are no issues. Any changes to the surface after water is completed/ filled is not SonSeeker Pool Masonry's responsibility.

19. Jurisdiction and venue. This Agreement shall be governed and controlled in all respects by the laws of the state of Michigan, including as to the interpretation, enforceability, validity, and construction, without regard to its conflicts of laws principles. Any disputes arising out of or relating to this Agreement shall be conducted solely and exclusively in Kalamazoo County, Michigan, and the parties consent to such jurisdiction and venue.

20. Time of the essence. Time shall be of the essence in the performance of this Agreement.

21. Severability. If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each

term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. Notices. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a facsimile transmission number to the other as provided in this section.

23.Effective date. This Agreement has been signed and shall be effective as of the date first set forth herein as "Date Accepted".

24. THIS ONLY APPLIES TO WET EDGE FINISHES: New Wet Edge Policy: Wet Edge Warranty Registrations will need to be completed for each homeowner, by the Owner, Builder, or Contractor at: https://wetedgetechnologies.com/warranty.

25. CL Industries finishes: https://clindustries.com/

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Resolution suspending enforcement of firearms discharge in Ella Sharp Park and contracting with Aaron's Nuisance of Rives Junction for deer harvest in the amount of $40,000.

Recommendation:

To approve a resolution suspending enforcement of firearms discharge in Ella Sharp Park and contracting with Aaron's Nuisance of Rives Junction for $40,000.

Resolution suspending enforcement of firearms discharge in Ella Sharp Park and contracting with Aaron's Nuisance of Rives Junction for deer harvest for $40,000.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: November 12, 2024

RECOMMENDATION: Approve resolution suspending enforcement of firearms discharge in Ella Sharp Park and contracting with Aaron's Nuisance of Rives Junction for deer harvest costing $40,000.

ISSUE STATEMENT

The City of Jackson Parks and the Recreation Department participated in deer culling from 2008 to 2016 with much success. Since 2017, the growth of deer has reached higher numbers in the park and throughout the city. The Department of Natural Resources (DNR) did a deer count in the summer of 2024 and found 115 deer in just one area of Ella Sharp Park. They have permitted us to cull 80 deer starting January 16, 2025. Through the Parks and Recreation Department Master Plan process, we asked the public their thoughts on the harvest, which were positive, and we received calls weekly about deer complaints from all over the city. The City of Jackson Parks and Recreation Board and Ella Sharp Board of Trustees approved the Master Plan in the spring of 2024.

We currently have one year left on a contract with Arron's Nuisance. Such an experienced, well-insured, and certified company is essential for this type of project. The cost is at a maximum of $500 (Including processing and Aaron's fees), and a deer with a maximum price of $40,000. The DNR pays for Lymph node testing and X-rays for metal objects before processing. Processing per the DNR request will be performed at Manchester Markets, with the meat being grounded and given to the Lutheran Church on Brown St. and Michigan Ave., where they will share it with local shelters and areas of need.

DESCRIBE THE CONSEQUENCES

The number of deer continues to grow, hurting vegetation, scarcity of food for deer, and car accidents have increased yearly due to unexpected deer crossings. There are currently higher levels of deer in every area of the city.

OWNERSHIP

The Parks and Recreation Board of Commissioners and the Ella Sharp Board of Trustees have all shared the need to return to the deer maintenance program. The Parks and Recreation Department partnered with the Department of Natural Resources, met with local meat markets, and searched for a group to take on the ownership of moving the meat to where it is best needed after it is processed.

SOLUTION

The Department believes this is a coordinated plan where we cull a certain number of deer each year, maybe around 30–40 deer a year, to help keep the population levels low.

FACILITATE IMPLEMENTATION

To approve a resolution suspending enforcement of firearms discharge in Ella Sharp Park and contracting with Aaron's Nuisance of Rives Junction for $40,000.

ATTACHMENTS

1. RESOLUTION MMH revised 10.29.24

RESOLUTION NO. 2024- __

SUSPENSION OF ENFORCEMENT OF ORDINANCE 18-184, DISCHARGING WEAPONS, WITHIN ELLA SHARP PARK FOR DEER CULL IN JANUARY AND FEBRUARY 2025

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson Parks and Recreation Department, in conjunction with the Michigan Department of Natural Resources, has been working toward the resolution of the overpopulation of deer in and around Ella Sharp Park; and

WHEREAS, the safest and best method to control the deer population is through the continued use of an animal control company; and

WHEREAS, the Parks and Recreation Department intends to utilize the last year of its approved deer harvest contract with Aaron's Nuisance Animal Control of Rives Junction, Michigan; and

WHEREAS, pursuant to the approved contract it is anticipated that Aaron's Nuisance Animal Control will be harvesting deer in Ella Sharp Park during January and February 2025; and

WHEREAS, the City Council wishes to suspend enforcement of ordinances prohibiting the use of firearms in Ella Sharp Park for the specific purpose of a deer cull during these specified months; and

NOW, THEREFORE, BE IT RESOLVED that Ordinance No. 18-184 of the Jackson City Code addressing the discharging of weapons within the City shall be suspended during the harvesting of deer within Ella Sharp Park; and

BE IT FURTHER RESOLVED that suspension of the above Ordinance shall only apply to agents and employees of Aaron's Nuisance Animal Control for the harvesting of deer within Ella Sharp Park during the months of January and February 2025.

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County, and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on November __, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal of the City of Jackson, Michigan, on this _____ day of _____, 2025.

_____ Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Resolution to accept $300,000 from the Department of Natural Resources Trust Fund Grant to finish the MLK Equality Trail from the Optimist Shelter to Weatherwax Road.

Recommendation:

Accept a resolution for $300,000 from the Department of Natural Resources Trust Fund Grant to finish the MLK Equality Trail from the Optimist Shelter to Weatherwax Road.

Accept a resolution for $300,000 from the Department of Natural Resources Trust Fund Grant to finish the MLK Equality Trail from the Optimist Shelter to Weatherwax Road.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: November 12, 2024

RECOMMENDATION: Accept a resolution for $300,000 from the Department of Natural Resources Trust Fund Grant to finish the MLK Equality Trail from the Optimist Shelter to Weatherwax Road.

ISSUE STATEMENT

Since 2021, the MLK Equality Trail has seen many updates, not only from the Department of Natural Resources (DNR) Trust Fund grants but also through help from the City of Jackson Engineering Department. Currently, the trail has lights from the MLK Center to Weatherwax Rd. With the Trust Fund Grant from 2023, we can finish the ADA-accessible concrete trail from the Optimist Shelter to Weatherwax Road to complete the section of trail from MLK Center.

DESCRIBE THE CONSEQUENCES

If we cannot proceed with the approval of the Trust Fund Resolution, we cannot fund the final part of the trial.

OWNERSHIP

Working with the State of Michigan Department of Natural Resources (DNR) has made for a great partnership for improving our City trails over th years. Many projects include trail lighting, trail from Prospect to Fourth St, Fourth St to S. West Ave, S. West Ave to Optimist Shelter, the PAKA Trail, a Trail from Consumers Energy headquarters to the MLK Center, and many more.

SOLUTION

In continued partnership with the City Engineer Department, we will develop new areas for trails while updating outdated trail systems.

FACILITATE IMPLEMENTATION

Accept a resolution for $300,000 from the Department of Natural Resources Trust Fund Grant to finish the MLK Equality Trail from the Optimist Shelter to Weatherwax Road.

ATTACHMENTS

1. MDNR Trust Fund Grant Resolution MMH revised 10.29.24

RESOLUTION NO. 2024-___

MDNR GRANT ACCEPTANCE-
MLK EQUALITY TRAIL

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson seeks to extend and upgrade the City's MLK Equality Trail from the Optimist Shelter to Weatherwax Road (the "project"), and

WHEREAS, in order to assist with the construction of the project the City has received a matching grant from the Michigan Department of Natural Resources (MDNR), and

WHEREAS, the City accepts and agrees to the terms and conditions as set forth in the grant agreement as received from the Michigan Department of Natural Resources, and

WHEREAS, the City shall appropriate all funds necessary to complete the project during the project period including the allocation of Three Hundred Thousand and 00/100 Dollars ($300,000) to match the grant authorized by the MDNR, and

WHEREAS, the City shall maintain satisfactory financial accounts, documents, and records and make them available to the MDNR for auditing at reasonable times, and

WHEREAS, the City shall construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said grant agreement; and

WHEREAS, the City shall regulate the use of the trail constructed under the grant agreement to assure the use thereof by the public on equal and reasonable terms; and

WHEREAS, the City shall comply with any and all terms of said grant agreement, including all terms not specifically set forth in the foregoing portions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby approves the acceptance of a matching grant from the MDNR for the MLK Equality Trail upgrades and further authorizes the Mayor and City Clerk to execute the appropriate documents to effectuate the agreement.

*****

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the _____ day of _____, 2024

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this_____ day of _____ 2024.

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Change to the Standard Lighting Contract with Consumers Energy for Installation of a Streetlight.

Recommendation:

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the addition of a streetlight at 1607 Kent Street and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Troy White, City Engineer accompanied by a resolution, contract change authorization form, invoice, and plan sheet from Consumers Energy regarding a new streetlight request.

I recommend adoption of the resolution to approve the contract change. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: November 12, 2024

RECOMMENDATION: Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the addition of a streetlight at 1607 Kent Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City has requested that Consumers Energy perform one installation of a new streetlight at 1607 Kent Street. Attached is an Authorization for Change in Standard Lighting Contract form, Resolution for City Council Adoption, an invoice for $100 and additional information from Consumers.

DESCRIBE THE CONSEQUENCES

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

OWNERSHIP

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

SOLUTION

The estimated installation cost for Consumers Energy to install this light is $100.00 and will be paid from the Streetlight Fund.

FACILITATE IMPLEMENTATION

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the addition of a streetlight at 1607 Kent Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering Consumers Streetlight Kent ATTACHMENT

Consumers Energy
Count on Us
A CMS Energy Company

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

September 25, 2024

NOTIFICATION #:
1071558177

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

REFERENCE: 1607 KENT ST, JACKSON

Dear Valued Customer,

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

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

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:		
Winter Construction Costs:	$	-
Installation Charge:	$	100.00
Additional Costs		
Total Estimated Cost:	**$**	**100.00**
Less Prepayment Received:	$	-
Total Estimated Cost Due:	**$**	**100.00**

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

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

Gabriel Poletti at 810-760-3485 .

Form 547 11-2014

RESOLUTION

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

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

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

STATE OF MICHIGAN
COUNTY OF JACKSON

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

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

Dated:

_____

Municipal Customer Type: City

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

Contract Number: 103033105687
Consumers Energy Company is authorized as of _____ by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

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

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

Notification Number(s): 1071558177

Comments: 11673990

City of JACKSON

By: _____

(Signature)

_____

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

Consumers Energy
Count on Us®

Amount Due:	$100.00
Please pay by:	October 09, 2024

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

Invoice Number	9327509284
PO Number	
PO Date	
Bill Date	09/25/24

Account: 3000 2278 1565

1607 KENT ST JACKSON - STREETLIGHTING - NOTIFICATION NUMBER (s): 1071558177 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	$100.00	$100.00

TOTAL DUE: $100.00

See Page 2 for Payment Options.

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

INVOICE QUESTIONS - Contact: Gabriel Poletti -810-760-3485 -

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

Consumers Energy
Count on Us®

Account: 3000 2278 1565

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

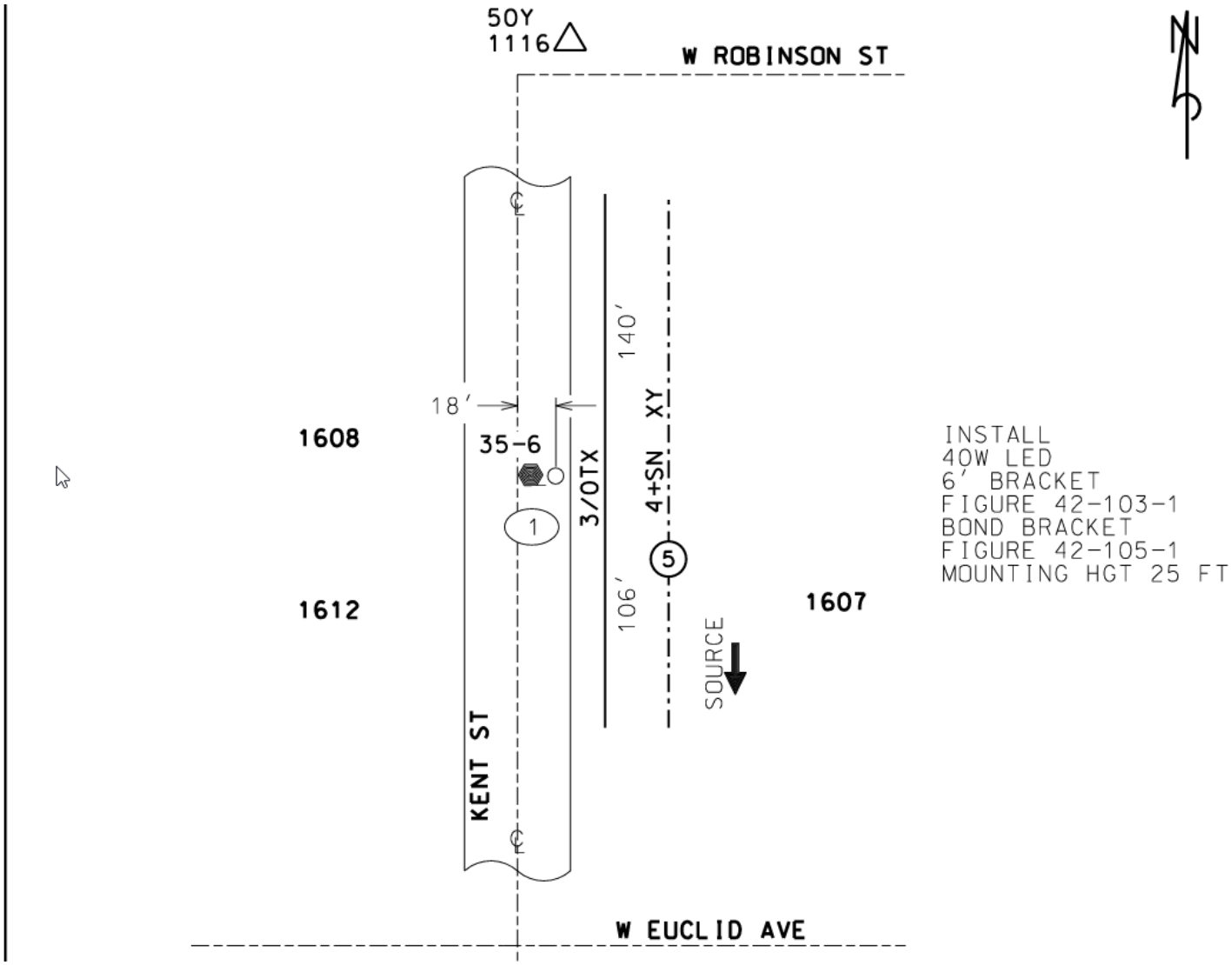
PREPAYMENT REQUEST

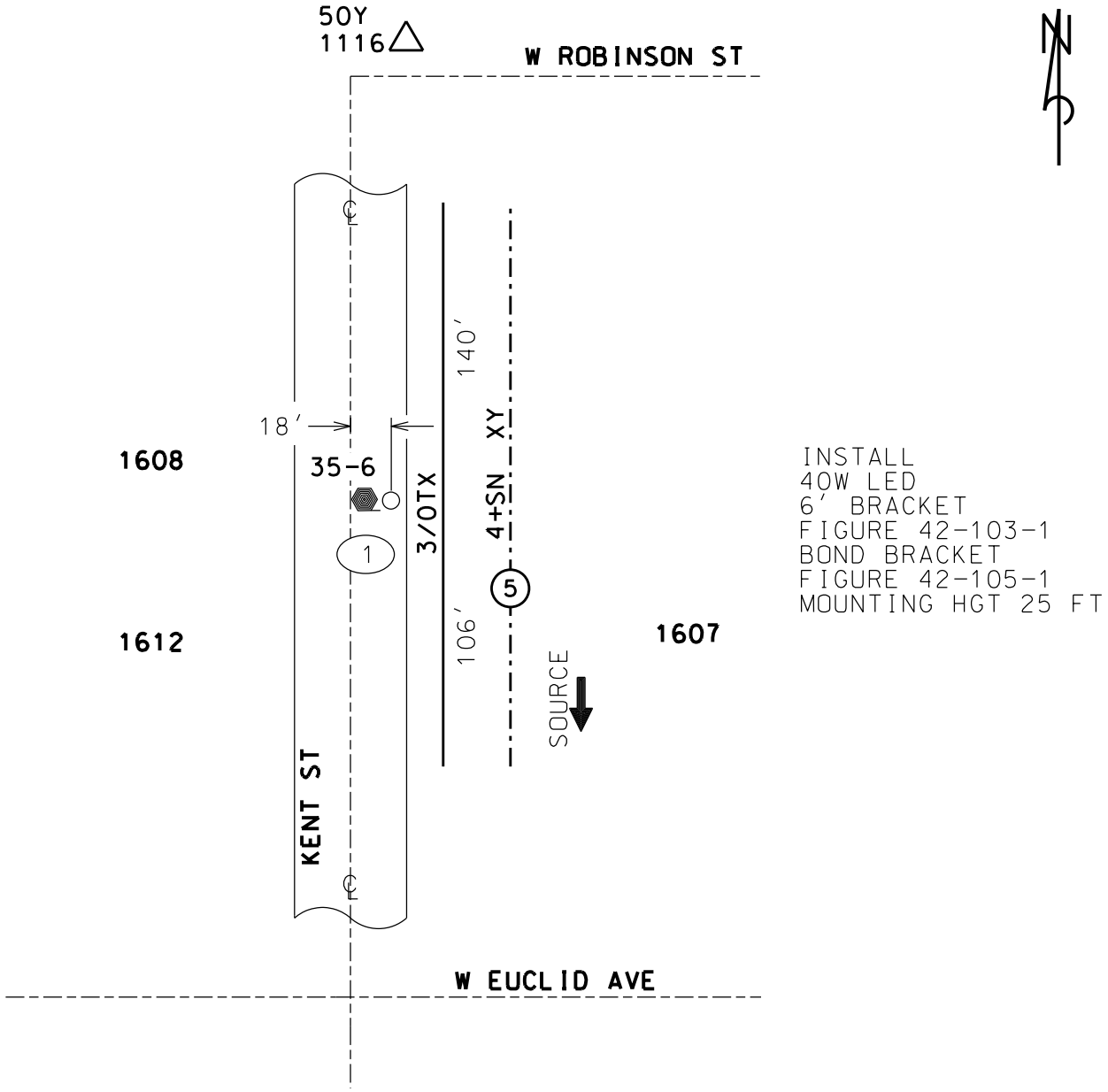
Amount Due:	$100.00
Please pay by:	October 09, 2024
Enclosed:	

6 330036561326 000000100008 0000 2056 7 300022781565 H

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

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





METER ORDER NUMBER	METER NUMBER
_____	_____
READ	METER LOCATION
_____	__

1607 KENT ST ECNC STL

CM NO.100007719092

ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
ECNC	STL	1071558177	11673990	_____
____	___	_____	_____	_____
____	___	_____	_____	_____

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	NUMBER
COORDINATOR	TANYA GILROY	616-530-4365
DESIGNER	EDDIE HAIRE	517-262-1473

CE STAKING REQ'D [_] Yes [X] No

FORESTRY REQ'D [_] Yes [X] No

TLM NUMBER	# OF RODS	OHMS
5301101116		

JOB PURPOSE:
CITY REQUESTED NEW STREETLIGHT

Consumers Energy
A CMS Energy Company ELECTRIC

SUBSTATION	WD NO.
SUMMIT	0213
CIRCUIT	CKT NO.
FOURTH STREET	03

UPSTREAM SECTIONALIZING DEVICE:
546-80A
LOCATION:
PROSPECT WEST OF SOUTH JACKSON

SHEET A | SHEET 1 OF 1 | SCALE 1"=100'

JACKSON CO SUMMIT TWP T 03S R 01W SEC. 10

ELECTRIC CAD TITLE BLOCK (2020)
SA_BOUD_JS_PROD_Design2084369.dgn

08-29-2024 07:44:43

Consumers Energy
Count on Us®

A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have deleloped the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

1)	Service Location:	A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
2)	Meter Socket:	Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
3)	Payment:	An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
4)	Site Conditions:	The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
5)	Staking:	To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
6)	Mobile Home or Temporary Service:	If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
7)	Construction Repair:	If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
8)	**ELECTRICAL INSPECTION:**	**YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS CONNECTED**
9)	Additional Charges:	Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
10)	Joint Trenching:	Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
11)	Usage Rate:	Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Gabriel Poletti at **810-760-3485**

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Resolution for Adoption for an Agreement with the EPA - Hupp Avenue and Morrell Street Transmission Water Main.

Recommendation:

Adopt a resolution to enter into an agreement with the United States Environmental Protection Agency (EPA) for transmission water main construction on Hupp Avenue and Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Troy White, City Engineer requesting adoption of the above-referenced resolution.

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: November 12, 2024

RECOMMENDATION: Adopt a resolution to enter into an agreement with the United States Environmental Protection Agency (EPA) for transmission water main construction on Hupp Avenue and Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The transmission water main system is composed of sixteen- and twenty-inch diameter arterial water mains that convey water from the water treatment plant to the two elevated water tanks and the neighborhood distribution networks. The City of Jackson's transmission water mains were constructed of cast iron pipe between 1926 and 1954. This critical piece of infrastructure has aged beyond its planned service life and is in need of replacement to ensure long term safe and reliable water service.

DESCRIBE THE CONSEQUENCES

The size of the transmission water main system requires its improvement to proceed in stages over time. To this end, projects are currently in process to do transmission water main construction at the Cooper Street crossing of the Grand River and adjacent railroad, along the "Pearl Loop" from the intersection of Michigan and Cooper to the intersection of East Ave and Plymouth, and along the Martin Luther King Jr. Drive corridor.

The subject project, transmission water main construction on Hupp Avenue and Morrell Streets between Cooper Street and Elm Avenue, is another step in the long-term process to update the transmission water main system.

OWNERSHIP

The City of Jackson has been awarded a Congressionally Mandated Projects grant in the amount of $4,240,000 through the 2023 Consolidated Appropriations Act. The grant is to be administered through the United State Environmental Protection Agency (EPA). The subject grant will fund approximately 80% of the contract cost for transmission water main construction on Hupp Avenue and Morrell Street. Failure to utilize these grant funds will delay the much

needed construction and require the project to be locally funded when it is inevitably undertaken.

Plans and specifications for the subject project have been prepared and submitted to the EPA for final approval prior to being let. City Council approval of the cost participation agreement, EPA Assistance Agreement Number CG00E04028-0, is also needed for the project to be let. The estimated contract construction cost is $5,303,763 with $4,240,000 being paid for with federal grant funds and the remainder, $1,063,763, being paid for with City Water Funds.

SOLUTION

It is requested that City Council adopt the attached resolution to accept the grant agreement. This will allow EPA grant funding to be exercised and transmission water main construction on Hupp Street and Elm Avenue to proceed.

FACILITATE IMPLEMENTATION

Adopt a resolution to enter into an agreement with the United States Environmental Protection Agency (EPA) for transmission water main construction on Hupp Avenue and Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering EPA Resolution Hupp-Morrell ATTACHMENT

RESOLUTION

BY CITY COUNCIL:

WHEREAS, portions of the transmission water main system in the City of Jackson, originally constructed of cast iron pipe in 1926 and augmented at various times since, are beyond their planned service life and in need of replacement to ensure long term safe and reliable service; and

WHEREAS, the project has been awarded a federal Congressionally Mandated Projects grant through the 2023 Consolidated Appropriations Act in the amount of $4,240,000 for the construction of a new transmission water main on Hupp Street and Morrell Street to increase connectivity and redundancy within the system and allow for antiquated portions to be replaced; and

WHEREAS, the agreement CG00E04028-0 for this project has been prepared by the United States Environmental Protection Agency (EPA) and forwarded to the City of Jackson for approval; and

WHEREAS, the total estimated project cost is $5,303,763 with the EPA grant being $4,240,000 and the City share, to be paid for with Water funds, being $1,063,763.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the construction of the transmission water main on Hupp Street from Cooper to Morrell and on Morrell Street from Hupp to Elm; and

BE IT FURTHER RESOLVED that the City Council does approve entering into agreement CG00E04028-0 with the EPA for transmission water main construction on Hupp Street and Morrell Street from Cooper Street to Elm Avenue; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign agreement documents on behalf of the City.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of November, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 11th day of November, 2024.

_____
Daniel Mahoney, Mayor

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Amendment 1 – RAISE Program Agreement with USDOT and MDOT MLK Corridor Reimagined Reconstruction Project.

Recommendation:

Approve Amendment 1 to the RAISE Program agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for the MLK Corridor Reimagined street reconstruction project and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Troy White, City Engineer requesting approval of the referenced amendment.

I recommend approval. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: November 12, 2024

RECOMMENDATION: Approve Amendment 1 to the RAISE Program agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for the MLK Corridor Reimagined street reconstruction project and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has been awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant in the amount of $6,785,245 for street reconstruction on Martin Luther King Jr. Drive from South Street to Morrell Street.

A three party agreement, R23-MI-MLK, between the City of Jackson, USDOT and MDOT was approved by City Council on March 19, 2024. The execution of the agreement was concluded on October 31, 2024. Because the agreement was not executed and the grant funds obligated before updated boilderplate changes went into effect on October 1, 2024, an amendment to the agreement terms and conditions is required.

DESCRIBE THE CONSEQUENCES

The consequences of the subject amendment are negligible as the changes to the boilerplate conditions are to provide clarification of definitions and to update references to federal codes. The changes will have no impact on the grant funding or project costs.

OWNERSHIP

Failure to approve the subject amendment will make the MLK Corridor Reimagined project ineligible for RAISE grant funding.

SOLUTION

Approve Amendment 1 to the three party agreement R23-MI-MLK between USDOT, MDOT and the City of Jackson so that the grant funding can be exercised and construction of the MLK Corridor Reimagined project can proceed.

FACILITATE IMPLEMENTATION

Approve Amendment 1 to the RAISE Program agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for the MLK Corridor Reimagined street reconstruction project and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering Amend 1 RAISE Progr Agr ATTACHMENT

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the Michigan Department of Transportation (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the MLK Corridor Reimagined.

The USDOT and Recipient executed a grant agreement on October 31, 2024 ("the Original Grant Agreement"). This agreement amends and restates in its entirety and replaces the Original Grant Agreement.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

The parties therefore agree to amend and restate the grant agreement to read in its entirety as follows:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 RAISE Program: FHWA Projects," dated October 1, 2024, which is available at https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: MLK Corridor Reimagined 2023

Application Date: 2/28/2023

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Bruce Kadzban
LAP Section Administrator
Michigan Department of Transportation
425 W Ottawa Street
PO Box 30050
Lansing, Michigan 48909
(517) 335-2229
KadzbanB@Michigan.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Pete Krumm
Transportation Finance Specialist
FHWA - Michigan Division
315 W. Allegan St. Rm 201
Lansing, MI 48933
(517) 702-1865
peter.krumm@dot.gov

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: City of Jackson

Designated Subrecipient Point of Contact:

Troy White
Assistant City Engineer
City of Jackson
161 W. Michigan Ave.
Jackson, MI 49201
(517) 768-6075
twhite@cityofjackson.org

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

This project will reconstruct approximately 1-mile of Martin Luther King Jr. (MLK) Drive from South Street to Morrell Street. Improvements include modification from a three-lane cross-section with one parking lane to a two-lane cross-section with parking lanes on both sides of the road, installation of a ten-foot shared use path, sidewalk reconstruction, full depth pavement replacement, signal modernization and optimization, midblock crossing upgrades, installation of bump-outs at all intersections, turning lanes, new street lighting, tree planting, stormwater infrastructure, and other street improvements.

2. Statement of Work.

- Primary scope of work for MLK Jr. Drive from South Street to Morrell Street includes:

- Full depth pavement replacement with new hot mix asphalt and concrete curb and gutter
- Road modification from a three-lane cross-section with one NB parking lane to a two-lane cross-section with one parking lane per direction of travel
- Installation of left-turn lanes at all intersections with major streets
- Elimination of parking lanes at all intersections
- Installation of curb bump outs at all intersections to reduce non-motorized crossing lengths
- Signal modernization and optimization of the intersections with High St and Prospect St
- Installation of ten-feet wide shared use path to replace the existing five-feet wide sidewalk and provide a direct connection between the existing bike lanes south of the city border and the regional MLK Equality Trail
- Modernization and pedestrian signalization of the MLK Equality Trail midblock crossing
- Reconstruction of existing sidewalk on the east of the corridor
- Installation of new stormwater infrastructure
- Installation of MUTCD conforming signs and pavement markings
- Corridor-wide ADA compliant and universal design infrastructure improvements
- Installation of streetlighting, tree planting, and increased green space along the corridor

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 9/15/2029

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	**Schedule Date**
Planned Construction Substantial Completion and Open to Traffic Date:	9/15/2028

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: $6,785,245

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs

	Total
RAISE Funds:	$6,785,245
Other Federal Funds:	$0
Non-Federal Funds:	$753,916
Total:	$7,539,161

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 C.F.R. 1.9(b)), or any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E
CHANGES FROM ORGINAL GRANT AGREEMENT

Scope: No change.

Schedule: No change.

Budget: No change.

Other: Updating Article 1 General Terms and Conditions to reflect the Office of Management and Budget (OMB) update to 2 CFR 200 which will become effective October 1st, 2024.

CHANGES FROM APPLICATION

Scope: Preliminary engineering, preliminary survey, and construction engineering were part of the of the project RAISE grant request in the original application. Those activities were started prior to grant award announcement, on June 2, 2023, and were necessary to maintain the project's construction schedule and budget. These services will not be part of the RAISE grant and will instead be paid for by the City of Jackson. The removal of these services from the RAISE grant is being done to accommodate the higher cost of construction due to the unprecedented high inflation rates since the application date of the RAISE grant.

Schedule: While the SF-424, showed the project end date as October 30, 2026, the recipient had intended for the completion date to match the "Completion of Watering and Cultivating" date of September 15, 2028, in the application.

The table below compares the Project milestone dates.

Milestone	**Application**	**Agreement**
Planned Construction Substantial Completion and Open to Traffic Date:	October 30, 2026	September 15, 2028

Budget: The budget has been updated to show that the preliminary engineering, preliminary survey, and construction engineering that were part of the of the project RAISE grant request in the original application have been moved to previously incurred. The removal of these services from the RAISE grant is being done to accommodate the higher cost of construction due to the unprecedented high inflation rates since the application date of the RAISE grant.

The table below provides a summary comparison of the Project budget.

	Application		**Schedule D**	
Fund Source	$	%	$	%
Previously Incurred Costs				
Federal Funds	0	0	0	0
Non-Federal Funds	0	0	1,409,762	0
Total Previously Incurred Costs	0	0	1,409,762	0
Future Eligible Project Costs				
RAISE Funds	6,785,245	90	6,785,245	90

Fund Source	Application		Schedule D	
	$	%	$	%
Other Federal Funds	0	0	0	0
Non-Federal Funds	735,916	10	735,916	10
Total Future Eligible Project Costs	7,539,161	100	7,539,161	100
Total Project Costs	7,539,161	100	8,948,923	100

Other: No other notable changes from the application.

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: IIJA

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: MLK Jr. Drive from South Street to Morrell Street

Baseline Measurement Date: 4/1/2025

Baseline Report Date: 6/1/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Pavement Condition	State of Good Repair International Roughness Index (IRI). The International Roughness Index (IRI) should be reported as the average for the project study area	Annual
Severe Crashes	Safety Total Severe Crashes per Year. A severe crash is defined as one that results in a K, A, or B injury code on the KABCO scale.	Annual

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Project significantly reduces transportation-related pollution, like air pollution and greenhouse gas emissions. *(Describe the expected reductions and how they are achieved in the supporting narrative below.)*
	The Project aligns with an applicable State, regional, or local carbon-reduction plan. *(Identify the plan in the supporting narrative below.)*
X	The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. *(Describe how in the supporting narrative below.)*
	The Project implements transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers. *(Describe how in the supporting narrative below.)*
	The Project shifts freight to lower-carbon travel modes to reduce emissions. *(Describe how in the supporting narrative below.)*
	The Project improves the resiliency of at-risk infrastructure to withstand extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating best practices identified by the USDOT. *(Identify the at-risk infrastructure and describe how the project improves its resiliency in the supporting narrative below.)*
	The Project incorporates energy efficient investments, such as electrification or zero emission vehicle infrastructure. *(Describe the energy efficient investments in the supporting narrative below.)*
	The Project redevelops brownfield sites. *(Identify the brownfield sites and describe the redevelopment in the supporting narrative below.)*
	The Project removes, replaces, or restores culverts to improve passage of aquatic species. *(Identify the affected culverts and describe how the changes will improve the passage of aquatic species in the supporting narrative below.)*
	The Project avoids adverse impacts to air or water quality, wetlands, and endangered species. *(Describe how in the supporting narrative below.)*

	The Project includes floodplain upgrades consistent with the Federal Flood Risk Management Standard in Executive Orders 14030 and 13690. *(Describe those floodplain upgrades in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. ***(Describe how in the supporting narrative below.)***

- The MLK Corridor Reimagined is designed to mitigate the urban heat island effect, reduce noise pollution, and improve air quality. The project will modify the existing road footprint to include two through lanes, two parking lanes, and a ten-feet wide shared use path on the west side of the road. Parking lanes will be removed at cross streets and bump outs will be installed to provide additional green space in areas where parking is prohibited. The new road cross-section increases green space and the number of street trees throughout the project limits. The amount of proposed green space in the proposed project represents an increase in green space over existing conditions. The additional green space is due to the one-foot wider parkway between cross streets and from bump outs at the cross-street intersections. The project also includes planting of additional street trees. Approximately 31 existing trees be removed, and replaced with two trees for every tree removed to further mitigate the urban heat island effect, reduce noise pollution, and improve air quality. Additionally, the removal of excess road pavement increases the effective distance between vehicles and noise receptors (i.e. residential buildings) and discourages excessive speeds, both of which are characteristics which yield lower decibel levels at properties along the project.

SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Project increases affordable transportation choices. (*Describe how in the supporting narrative below.*)
X	The Project expands active transportation usage. (*Describe how in the supporting narrative below.*)
	The Project significantly reduces vehicle dependence. (*Describe how in the supporting narrative below.*)
	The Project reduces transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure. (*Describe how in the supporting narrative below.*)
	The Project coordinates and integrates land use, affordable housing, and transportation planning to create more livable communities and expand travel choices. (*Describe how in the supporting narrative below.*)
	The Project reduces vehicle dependence and improves access to daily destinations, such as jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks, such as by adding new facilities that promote walking or biking. (*Describe how in the supporting narrative below.*)
	The Project implements transit-oriented development that benefits existing residents and businesses. (*Describe how in the supporting narrative below, including a specific description of the benefits to existing residents and businesses.*)
	The Project mitigates urban heat islands to protect the health of at-risk residents, outdoor workers, and others. (*Describe how in the supporting narrative below.*)
	The Project proactively addresses racial equity. (*Describe how in the supporting narrative below.*)
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)*

	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Project expands active transportation usage. (*Describe how in the supporting narrative below.*)

- The project is designed to remove barriers for individuals and communities to transportation, jobs, and businesses by improving the road, non-motorized infrastructure, and access to businesses along the current MLK Jr Drive corridor. The new roadway cross-section will feature on-street parking on both sides of the road, reduced pavement and vehicular footprint, and increased roadside width which will be designed based on the city's Complete Street policy. The additional roadside on the west side of the road will accommodate a new ten-feet wide shared use path which will replace the existing five-feet wide sidewalk. The new path will complete the missing connection between the bike lane network south in Summit Township and the MLK Equality Trail and Jackson's Central Business District (CBD) to the north. This will facilitate safe, comfortable, and direct movement of non-motorized users between these destinations. In comparison, the east side of the road will feature a newly reconstructed five-feet wide sidewalk. Bump outs will be installed at all intersections along the corridor, effectively improving the non-motorized connection between both sides of the road by reducing the average crossing length from 44-feet to 24-feet. The additional unpaved roadside area will increase green space and the increase in tree cover to help mitigate the urban heat island effect and provide a more aesthetically pleasing and healthy environment.

SCHEDULE J
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner implements targeted hiring preferences that will promote the entry and retention of underrepresented populations into those jobs including women, people of color, and people with convictions. *(Describe the use of targeted hiring preferences that will promote the entry and retention of underrepresented populations in jobs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*

	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. ***(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)***

- The project will be let through MDOT and will follow the MDOT procurement procedures. The project supports the creation of good paying jobs and will follow and meet Davis-Bacon requirements as part of its construction. Construction of this project is anticipated to support approximately 140 good paying jobs for one year. This includes a total of 90 anticipated direct or indirect jobs and 50 anticipated induced jobs. The project further promotes strong job growth by supporting jobs directly related to the project with free and fair choice to join a union.

SCHEDULE K
CIVIL RIGHTS AND TITLE VI

1. Recipient Type Designation.

Recipient Type Designation: Existing

Existing Award Program: 20.205; Highway Planning and Construction

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is "Existing."

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

MICHIGAN DEPARTMENT OF TRANSPORTATION

_____ By: _____

Date — Signature of Recipient's Authorized Representative

Bradley C. Wieferich, P.E. Director

Name

Director of Michigan Department of Transportation

Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF JACKSON

_____ By: _____

Date

Signature of Designated Subrecipient's Authorized Representative

Daniel Mahoney

Name

Mayor

Title

_____ By: _____

Date

Signature of Designated Subrecipient's Authorized Representative

Andrea Muray

Name

City Clerk

Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

_____ By: _____

Date

Signature of USDOT's Authorized Representative

Theodore Burch

Name

FHWA Michigan Division Administrator

Title

z

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 12, 2024

SUBJECT: Youth Council Membership Eligibility

Approve the first reading and advance to second reading an amendment to section Sec. 15-39 Appointment of youth council members of the City of Jackson Code of Ordinances to include eligibility of middle school students and high school students.

ORDINANCE 2024 - ____

An Ordinance amending Chapter 15, Article II, Human Relations Commission, Sec. 15-39, Appointment of youth council members, of the Code of Ordinances of the City of Jackson, Michigan to codify that youth council membership shall be open to qualifying middle school and high school students.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council amends this ordinance in order to codify that youth council membership shall be open to qualifying middle school and high school students.

Section 2.

That Chapter 15, Article II, Human Relations Commission, Sec. 15-39, Appointment of youth council members, of the Code of Ordinances of the City of Jackson, Michigan of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Sec. 15-39. Appointment of youth council members.

In consultation with the city attorney's office, the department of diversity, equity, and inclusion shall determine the number of youth council members and determine the selection criteria for youth council members. The mayor shall appoint members recommended by the department of diversity, equity, and inclusion, or city council, subject to confirmation by the city council. The department of diversity, equity, and inclusion shall adopt rules of procedure for the youth council.

While scholastic achievement is a factor in the selection of youth council members, diversity in race, gender, cultural and socio-economic status, as well as diversity in physical and intellectual abilities, will be important to the selection of members so that all as many members of the youth population as possible can be represented by the youth council. It is the desire of the city council to have youth from all walks of life and all abilities participating in the youth council. A demonstrated commitment to school and/or community involvement will also be a factor in the selection of members of the youth council. Youth council membership is open to middle school and high school students.

Section 3. Effective date.

This ordinance shall take effect thirty (30) days from the date of adoption.