



AGENDA - CITY COUNCIL

Tuesday, January 14, 2025

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation to be given by Third Ward Councilmember Angelita Gunn.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

6. PUBLIC HEARINGS.

A. Recess as City Council and convene as the Board of Review

Roll call vote to recess as City Council and convene as the Board of Review

B. Special Assessment Roll No. 3444 Confirmation Hearing

1. Voice vote to open the public hearing
2. Voice vote to close the public hearing
3. Approve a resolution to confirm Special Assessment Roll No. 3444 for street reconstruction on Pearl Street from Cooper to Waterloo.

Recess as a City Council and convene as a Board of Review to conduct a public hearing to confirm Special Assessment Roll No. 3444 for street reconstruction on Pearl Street from Cooper to Waterloo.

C. Special Assessment Roll No. 3450 Confirmation Hearing

1. Voice vote to open the public hearing
2. Voice vote to close the public hearing
3. Approve a resolution confirming Special Assessment Roll No. 3450 for street reconstruction on East Avenue, from Plymouth to Michigan

Conduct a public hearing for Special Assessment Roll No. 3450 for street reconstruction on East Avenue, from Plymouth to Michigan, after which consider a resolution to confirm the special assessment roll

D. Adjourn as the Board of Review and reconvene as City Council

Roll call vote to adjourn as the Board of Review and reconvene as City Council

E. Public Hearing to Receive Citizen Comment on the City's Housing and Community Development Needs

1. Voice vote to open the public hearing
2. Voice vote to close the public hearing

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

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. Minutes of the December 10, 2024 Regular Meeting of the Jackson City Council

B. 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 908 George Street and authorize the Mayor and City Clerk to execute the appropriate documents.

- C. Reappointment to the Jackson Housing Commission
Approve the Mayor's recommendation to reappoint Josh Burgett to the Jackson Housing Commission for a term of 5 years, beginning immediately and ending on October 31, 2029.
- D. Reappointments to the Martin Luther King Corridor Improvement Authority
Approve the Mayor's recommendation to reappoint Philicia Richmond and Anthony Parker to the Martin Luther King Corridor Improvement Authority for a term of 4 years, beginning immediately and expiring on 12/31/28.
- E. Reappointment to the Racial Equity Commission
Approve the Mayor's recommendation to reappoint Leticia Albarran to the Racial Equity Commission for a term of 3 years, expiring on 12/31/27.
- F. Receipt of Michigan Liquor Control Commission application for transfer of membership interest
Accept and place on file the notice from the MLCC regarding the transfer of membership interest for MCGA, LLC at 128 W Michigan Avenue
- G. City of Jackson, Michigan Financial Statements for the Five Months Ended November 30, 2024
- H. Edward Byrne Memorial Justice Assistance Grant (JAG Grant)
I recommend scheduling a Public Hearing at the January 28, 2025, City Council meeting.
- I. Assessor's Office Update
2024 End of Year Informational Report

9. OTHER BUSINESS.

10. NEW BUSINESS.

- A. JNET Interlocal Agreement
Approve JNET Interlocal Agreement
- B. Deficit Elimination Plan Resolution as of June 30, 2024, for the Special Assessment Capital Project Fund
Approval of the deficit elimination plan resolution for the special assessment capital project fund as of June 30, 2024.

- C. Professional Engineering Services Contract with Fishbeck, to prepare the Fiscal Year 2026 Drinking Water State Revolving Fund (DWSRF) Project Plan.

Approval of Professional Engineering Services Contract with Fishbeck, to prepare the Fiscal Year 2026 Drinking Water State Revolving Fund (DWSRF) Project Plan at a not to exceed amount of \$74,250.

- D. 2025/2026 City of Jackson Rubbish Removal Contract from City Facilities.

Approve the City of Jackson Facilities Rubbish Removal Contract for \$81,984 for the two-year contract to Granger Waste Services of Lansing, Michigan.

- E. 2025 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Renewal Contract.

Approve the 2025 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Renewal Contract for \$269,570.43 to Picture Perfect Lawn Care LLC of Concord, Michigan.

- F. Resolution – MDOT Contract for Traffic Signal Modernizations.

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal modernizations on Morrell Street at the intersection with Brown Street and the intersection with Wisner Street and authorize the Mayor and City Clerk to execute the appropriate documents.

- G. MDOT Annual Permit for Miscellaneous Operations – Performance Resolution.

Approve a Performance Resolution for Municipalities for the 2025 Annual Application and Permit for Miscellaneous Operations within State Highway Right-of-Way, authorize the City Clerk to sign the resolution document and authorize the City Engineer to execute the annual permit.

- H. Contract Award for Professional Services - Tree Inventory and Management Plan.

Approve the award of the Tree Inventory and Management Plan professional services contract to Eocene Environmental Group, Inc. of West Des Moines, Iowa at a cost of \$60,493.17 and authorize the Mayor and City Clerk to execute the appropriate documents.

- I. Amendment 3 to the Professional Engineering Services contract with Fishbeck.

Approval of Amendment 3 to the CWSRF Professional Engineering Services

contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$41,376.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

- J. Change Order 1 to the 2024 Water Services Replacement contract with Dunigan Brothers, Inc.

Approve Change Order 1 to the 2024 Water Services Replacement contract with Dunigan Brothers, Inc. in the decreased amount of \$168,752.32 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

- K. Change Order 2 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc.

Approve Change Order 2 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc. in the increased amount of \$8,259.15 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

- L. Amendment 4 to the 2022 Major Street Engineering Contract.

Approve Amendment 4 to the 2022 Major Street Engineering contract with Spalding DeDecker Associates, Inc. (SDA) of Novi, Michigan at a not-to-exceed cost of \$42,725.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

- M. Contract Award – Pearl Loop Transmission Main.

Approve the award of the Pearl Loop Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$7,549,605.37 and authorize the Mayor and City Clerk to execute the appropriate documents.

- N. Contract Award for Hazardous Tree Removal Program.

Approve the award of the Hazardous Tree Removal Program contract to Top Notch Tree Care, LLC of Leslie, Michigan at a cost of \$106,850.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

- O. Contract Award for Water Treatment Plant Sanitary Sewer Replacement.

Approve the award of the Water Treatment Plant Sanitary Sewer Replacement contract to Bailey Excavating, Inc. of Jackson, Michigan at a cost of \$611,953.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

- P. Easement to Consumers Energy – 300 S. Cooper.

Approval of an easement to Consumers Energy on city-owned property at

300 South Cooper Street (Parcel ID 5-0270) for gas service piping and authorization for the City Manager to sign the easement document.

- Q. Accept the donation of vacant residential property on Hobart Street.

Accept the donation of vacant residential property on Hobart Street (parcel #s 8-2529, 8-2530, and 8-2531), approve the donation agreement and quit claim deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

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

RECOMMENDATION

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council conduct a Public Hearing to receive citizen comment on the City's housing and community development needs as part of the development of the 2025-2029 Five-Year Consolidated Plan and the 2025 – 2026 Annual Action Plan for CDBG/HOME funds. No action is required at the close of the Public Hearing.

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

JG

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: January 14, 2025

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

ISSUE STATEMENT

Conduct a Public Hearing to receive citizen comment on the City's housing and community development needs to assist in the development of the City's Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.

DESCRIBE THE CONSEQUENCES

HUD regulation at 24 CFR 91.105(e) and the City's Citizen Participation Plan require a hearing allowing the public to identify housing and non-housing community development needs be held during the development of the five-year consolidated plan and the annual action plan. Council must consider all comments received, either oral or written, with a summary of those comments incorporated in the action plan. Failure to comply with HUD and City regulations could jeopardize receipt of future federal grant funds.

OWNERSHIP

Notice of the Public Hearing was published in the *Jackson Citizen Patriot / Mlive* on Thursday, January 2, 2025. Development of the 2025–2029 Five-Year Consolidated Plan and the 2025–2026 Annual Action Plan is underway, with the draft plans being available for a 30-day public comment period on or about March 25, 2025. Community Development staff are responsible for the organization of all comments received, and must draft both a 5-year consolidated plan and an annual action plan according to the community needs expressed relative to the funds available and the direction outlined by City Council.

SOLUTION

City Council should conduct a Public Hearing to receive citizen comment on the City's housing and community development needs. No other action is required at this time, and there are no budgetary considerations associated with the Public Hearing.

FACILITATE IMPLEMENTATION

Conduct a Public Hearing to receive citizen comment on the City's housing and community development needs to assist in the development of the City's Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.



CITY COUNCIL MEETING MINUTES

December 10, 2024

CALL TO ORDER:

The City of Jackson met in regular session in Council Chambers and was called to order at 5:30 p.m. by Mayor Daniel J. Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by 2nd Ward Councilmember/Vice Mayor Freddie Dancy.

SWEARING IN OF FIFTH WARD COUNCILMEMBER CHRISTY MAY DAVIS:

City Clerk Andrea Muray administered a ceremonial oath of office to Councilmember Christy May Davis.

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, and Fifth Ward Councilmember Christy Davis. Councilmember Will Forgrave arrived after the initial roll call.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Deputy Director of Police Sergio Garcia, and City Engineer Troy White.

ADOPTION OF AGENDA:

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to adopt the agenda. Vote was done by voice with all in favor. Motion carried

Councilmember Forgrave arrived at the meeting at 5:36 p.m.

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. City Council Meeting Minutes - November 26, 2024

B. City of Jackson, Michigan Financial Statements for the Four Months Ended October 31, 2024

C. Deputy City Clerk and Deputy City Treasurer Positions

Approve Cynthia Clementin as Acting Deputy City Clerk and Lisa Skalski as Acting Deputy City Treasurer

D. Appointment to the Community Police Oversight Commission

Approve the Mayor's recommendation to appoint Christy May Davis to the Community Police Oversight Commission as the City Council's representative, with the term of service being concurrent with her council term – expiring on November 30, 2025.

E. Appointment to the Community Police Oversight Commission

Approve the Mayor's recommendation to appoint Shalanda Hunt to the Community Police Oversight Commission, for a 3 year term beginning immediately and ending on December 31, 2027.

F. Reappointment to the Building Code Board of Examiners and Appeals

Approve the Mayor's recommendation to reappoint Bill Benedetto to the building contractor representative on the Building Code Board of Examiners and Appeals, for a term of 3 years – effective January 1, 2025 and ending on December 31, 2027.

G. Appointment to the Building Code Board of Examiners and Appeals

Approve the Mayor's recommendation to appoint Stephen Ansuini as the general public representative to the Building Code Board of Examiners and Appeals, for a term of 3 years – effective January 1, 2025, and ending on December 31, 2027.

H. Reappointment to Downtown Development Authority

Approval of the Mayor's recommendation to reappoint Jessica Webb to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2028.

I. Appointment to the Ella W. Sharp Park Board of Trustees

Approve the Mayor's recommendation to appoint Steven Trosin to the Ella W. Sharp Park Board of Trustees for a three-year term, beginning immediately and ending on January 31, 2028.

J. Appointment to the Jackson Housing Commission

Approve the Mayor's recommendation to appoint Terry Williams as the resident representative to the Jackson Housing Commission for a term of 5 years, beginning immediately and ending on October 31, 2029.

K. Reappointment to the Human Relations Commission

Approve the Mayor's recommendation to reappoint Amy Rich to the Human Relations Commission for a three-year term, beginning January 1, 2025 and ending on December 31, 2027.

L. Appointment to the Human Relations Commission

Approve the Mayor's recommendation to appoint Shalanda Hunt to the Human Relations Commission for a three-year term, beginning immediately and ending on December 31, 2027.

M. Appointments to the Youth Council

Approve the Mayor's recommendation to appoint Avion Johnson, Sarah Massey and Aiyana Walker to the Youth Council, each for a term of 1.5 years, expiring on 5/31/26.

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

OTHER BUSINESS: none.

NEW BUSINESS:

A. Approve a Resolution to Exercise the City's Right of First Refusal under PA 123 of 1999 by Declining 809 S Blackstone St, PIN 4-048600000

Recommendation: *Requested action is for City Council to approve a Resolution to exercise its right of first refusal option by declining to take 809 S Blackstone St (PIN 4-048600000).*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve a resolution to Exercise the City's Right of First Refusal under PA 123 of 1999 by Declining 809 S Blackstone St. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis,

and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Dancy, and Councilmembers Robinson, Gunn, Wood, Davis, 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. Mayor Mahoney adjourned the meeting at 5:51 p.m.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

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 908 George 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.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the addition of a streetlight at 908 George Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

DESCRIBE THE CONSEQUENCES

OWNERSHIP

SOLUTION

FACILITATE IMPLEMENTATION

Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for the addition of a streetlight at 908 George Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering Streetlight Chge 908 George ATT



**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): 1072449516

Comments:

City of JACKSON

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

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

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

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

STATE OF MICHIGAN
COUNTY OF JACKSON

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

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated: _____

Municipal Customer Type: City



A CMS Energy Company

CEM Support Center

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

December 13, 2024

NOTIFICATION #:
1072449516

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

REFERENCE: 908 GEORGE 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:

\$ -
\$ 100.00

Installation Charge:

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:

Tanya Gilroy at 616-251-0574



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

Amount Due: **\$100.00**

Please pay by: **December 27, 2024**

Invoice Number 9327930177

PO Number

PO Date

Bill Date 12/13/24

Account: 3000 2328 0757

908 GEORGE ST JACKSON - ELECTRIC UTILITY INSTALLATION - NOTIFICATION NUMBER (s): 1072449516

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: **Tanya Gilroy -616-251-0574 -**

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



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

PREPAYMENT REQUEST

Account: 3000 2328 0757

Amount Due: **\$100.00**

Please pay by: **December 27, 2024**

Enclosed:

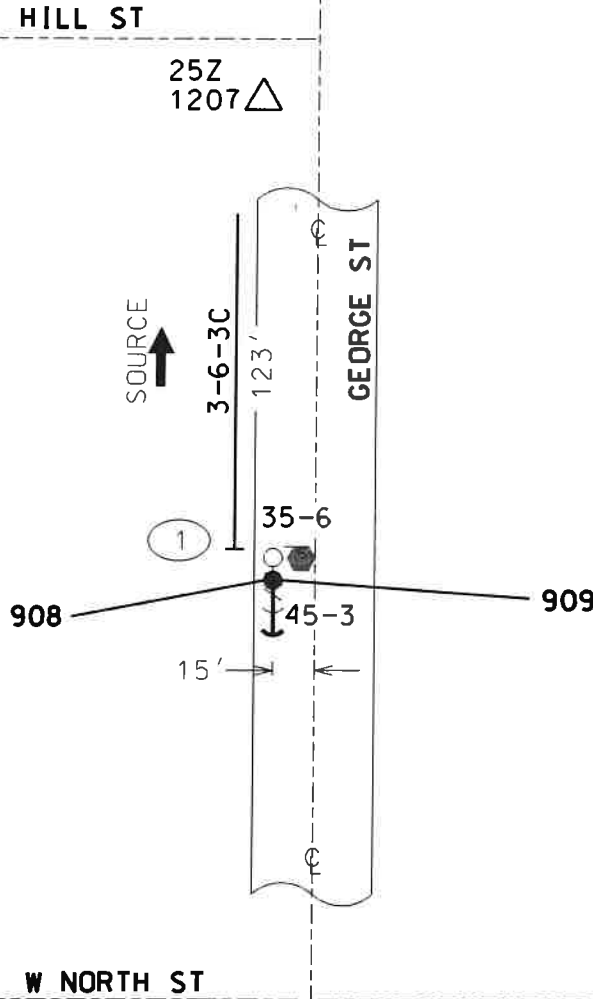
6 330036957072 000000100008 0000 2056 9 300023280757 H

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 80 watt LED White Cobrahead NA to Install at location 908 GEORGE ST;

NOTE: TOP POLE ABOVE
COMMS NJUNS PT#6546165
POLE TO BE REMOVED AT
A LATER DATE PULL POLE
NOTIFICATION #1072538031

OUTAGE REQUIRED SCHEDULING TO NOTIFY



INSTALL
45-3 SEC DE
FIGURE 23-303-1
DETAIL A
80W LED
6' BRACKET
FIGURE 42-103-1
BOND BRACKET
FIGURE 42-105-1
MTG HGT 35 FT
TRANSFER
SVCS GUY
TOP EXISTING POLE

METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION					
		908 GEORGE ST ECNC STL					
		CM NO.100007810902					
CONSUMERS ENERGY CONTACTS			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ECNC	STL	1072449516	11709656	
COORDINATOR	TANYA GILROY	616-530-4365					
DESIGNER	EDDIE HAIRE	517-262-1473					
CE STAKING REQ'D ☐ Yes ☒ No		TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE:		
FORESTRY REQ'D ☐ Yes ☒ No		5201341207			CITY OF JACKSON REQUESTED NEW 80 W LED LIGHT		
 A CMS Energy Company ELECTRIC		SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE: TRANSFORMER LOCATION: SEE PRINT	
		OAK STREET		0908			
SHEET A SHEET 1 OF 1		SCALE 1"=100'	CIRCUIT		CKT NO.		
WEST GANSON		02					
JACKSON		CO		BLACKMAN		TWP T 02S R 01W SEC. 34	

12-03-2024 11:48:10

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 14, 2025

SUBJECT: Reappointment to the Jackson Housing Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Josh Burgett to the Jackson Housing Commission for a term of 5 years, beginning immediately and ending on October 31, 2029.

Your consideration and concurrence is appreciated.

DD:mmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, December 11, 2024 3:08 PM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Josh
Last Name	Burgett
Address	8465 Mott Drive
City	Jackson
State	MI
Zip	49201
Phone Number	5178122789
Email	josh.a.burgett@gmail.com
Last four digits of Social Security Number	
Occupation	Chief Sales Officer
Describe your community involvement.	Current Commissioner for the Jackson Housing Commission. Board member for True Community Credit Union. Volunteer for ORS Race Series and numerous youth sports in Jackson County.
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?	Napoleon

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

Field not completed.

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

Jackson Housing Commission

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

Yes

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

Ensure that our community has safe, affordable and dignified
housing.

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	Josh Burgett
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Date of Submission	12/11/24
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Email not displaying correctly? [View it in your browser.](#)

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 14, 2025

SUBJECT: Reappointments to Martin Luther King Corridor Improvement Authority

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Philicia Richmond and Anthony Parker to the Martin Luther King Corridor Improvement Authority for a term of 4 years, beginning immediately and expiring on 12/31/28.

The Authority shall be under the supervision and control of the Board. The Board shall consist of the chief executive officer of the City or his or her designee, and nine (9) additional members. Members shall be appointed by the chief executive officer of the City, subject to approval by the City Council. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than one (1) of the members shall be a resident of the Development Area, or an area within ½ mile of any part of the Development Area. Members shall be appointed to serve for a term of four (4) years, except that of the members first appointed, an equal number, as near as is practicable, shall be appointed for terms of one (1) year, two (2) years, three (3) years, and four (4) years. A member shall hold office until the member's successor is appointed. An appointment to fill a vacancy shall be made by the chief executive officer of the City for the unexpired term only.

It is my desire, therefore, to reappoint Philicia Richmond and Anthony Parker to the Martin Luther King Corridor Improvement Authority for a term of four years, beginning immediately and ending on 12/31/28.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
Sent: Thursday, December 12, 2024 4:49 PM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Philicia
Last Name	Richmond
Address	2314 W North St
City	Jackson
State	Michigan
Zip	49202
Phone Number	5172501612
Email	Prichmo1@hfhs.org
Last four digits of Social Security Number	
Occupation	Psychiatric nurse practitioner
Describe your community involvement.	I currently participate on the MLK corridor. I am a part of jackson College alumni board.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Blackman Township

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

Jackson

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

MLK Corridor Improvement Authority

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

Yes

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

I wanna continue my service as a representative for Henry
Ford Jackson Hospital

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	Philicia Richmond
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Date of Submission	12/12/24
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Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Monday, December 16, 2024 11:32 AM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Anthony
Last Name	Parker
Address	142 East Palmer Avenue
City	Jackson
State	MI
Zip	49203
Phone Number	5179147368
Email	asparkertax@gmail.com
Last four digits of Social Security Number	
Occupation	Business Owner
Describe your community involvement.	Chairman of Board MLKCIA Board of Directors - Jackson Interfaith Shelter Mt. Hope Community Church Board
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Summit Township

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

Jackson

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

MLK Corridor Improvement Authority

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

Yes

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

I have been a resident of the City of Jackson or Jackson County for more than 50 years. A majority of the years have been in the corridor. I have also been a member of MLKCIA since it's inception and have a strong desire to finish what was started. I look forward to implementing the positive changes that has been outlined in the strategic plan of the MLKCIA.

Upload additional documents

Field not completed.

(Section Break)

Appointment Process

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(Section Break)

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(Section Break)

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Digital Signature	Anthony Parker
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Date of Submission	12/16/24
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Email not displaying correctly? [View it in your browser.](#)

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: January 14, 2025
SUBJECT: Reappointment to Racial Equity Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Leticia Albarran to the Racial Equity Commission for a term of 3 years, expiring on 12/31/27.

Your consideration and concurrence is appreciated.

DM:lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, December 10, 2024 4:16 PM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Leticia
Last Name	Albarran
Address	608 N. State St
City	Jackson
State	MI
Zip	49202
Phone Number	5179623614
Email	lalbarran08@gmail.com
Last four digits of Social Security Number	
Occupation	Project Manager
Describe your community involvement.	Founder/ Organizer of the Jackson Hispanic Heritage Festival Co-Founder of Nuestra Comunidad - local non-profit dedicated to the Hispanic/LatinX community in Jackson to empower, advocate and connect organizations and resources to the Latino residents in the city of Jackson. Chair of Grow Jackson Non-profit.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

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

If you answered "Yes" how long have you been a City resident? 4 years

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

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

Why do you want to serve on your selected board or commission? I have a current seat on REC and would like to renew my seat for another 2 years to continue providing my professional opinion regarding advocating for an equity lens in city policies and to the broader community.

Upload additional documents *Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

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(Section Break)

Final Submission

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Digital Signature	Leticia G Albarran
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Date of Submission	12/10/24
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Email not displaying correctly? [View it in your browser.](#)



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Receipt of Michigan Liquor Control Commission application for transfer of membership interest

Recommendation:

Accept and place on file the notice from the MLCC regarding the transfer of membership interest for MCGA, LLC at 128 W Michigan Avenue



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

Friday, December 13, 2024

Michael C. Carrigan, Applicant
C/O MCGA, LLC
amoscarrigan@gmail.com

RID # RQ-2410-14147 **Reference/Transaction:** Transfer membership interest by adding new member Big Guy Catering LLC; and as a result, existing member will hold 90% membership interest and new member Big Guy Catering LLC will hold 10% interest

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

Applicant/Licensee: MCGA, LLC

Business address and phone number: 128 W Michigan Ave, Jackson, MI 49201

Home address and phone number of partner(s)/subordinates:
Big Guy Catering, LLC, 4586 Tudor Ln, Jackson, MI 49201, C: 517-262-8560

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

Lansing District Office (517) 284-6330

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

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

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

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

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

SR

cc: Jackson City: amuray@cityofjackson.org



Financial Statements

As of and for the Five Months Ended November 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	November 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
FUND TYPE/FUND NAME						
101-000 - CITY COUNCIL	121,212	121,212	\$6,804	\$45,099	37.20%	\$76,113
103-000 - CHARTER REVIEW COMMITTEE	2,500	2,500	—	—	0.00%	\$2,500
172-000 - CITY MANAGER	547,902	547,902	\$59,918	\$229,940	41.96%	\$317,962
191-000 - FINANCE	692,384	692,384	\$74,486	\$340,629	49.19%	\$351,755
215-000 - CITY CLERK	418,878	418,878	\$39,336	\$141,569	33.79%	\$277,309
228-000 - MANAGEMENT INFORMATION SERVICES	462,336	462,336	\$30,379	\$223,396	48.31%	\$238,940
233-000 - PURCHASING	126,943	126,943	\$17,708	\$103,533	81.55%	\$23,410
253-000 - CITY TREASURER	458,257	458,257	\$42,482	\$147,714	32.23%	\$310,543
254-000 - CITY INCOME TAX ADMINISTRATION	269,322	269,322	\$22,228	\$81,755	30.35%	\$187,567
257-000 - CITY ASSESSOR	536,951	536,951	\$56,226	\$227,599	42.38%	\$309,352
262-000 - CITY CLERK-ELECTIONS	204,033	204,033	\$49,579	\$104,728	51.32%	\$99,305
265-000 - CITY HALL AND GROUNDS	823,267	823,267	\$43,478	\$253,621	30.80%	\$569,646
266-000 - CITY ATTORNEY	870,007	870,007	\$97,647	\$348,072	40.00%	\$521,935
270-000 - PERSONNEL & LABOR RELATIONS	637,912	637,912	\$53,226	\$154,915	24.28%	\$482,997
278-000 - UNALLOCATED	835,290	835,290	\$142,206	\$359,591	43.04%	\$475,699
299-000 - ADMINISTRATIVE HEARINGS BUREAU	218,549	218,549	\$14,375	\$49,468	22.63%	\$169,081
301-000 - POLICE	12,347,317	12,347,317	\$1,386,530	\$4,568,098	36.99%	\$7,779,219
311-224 - OSHP GRANT	13,114	13,114	—	\$11,204	85.43%	\$1,910
320-000 - CONSORTIUM TRAINING	36,000	36,000	\$2,000	\$4,700	13.05%	\$31,300
321-000 - IN SERVICE TRAINING	16,000	16,000	—	\$4,493	28.07%	\$11,507
322-000 - MCOLES TRAINING	—	—	—	\$2,550	—	(\$2,550)
340-000 - FIRE SUPPRESSION	6,487,641	6,487,641	\$855,902	\$2,604,797	40.15%	\$3,882,844
350-000 - PUBLIC SAFETY- UNALLOCATED	1,937,698	1,937,698	\$141,045	\$767,870	39.62%	\$1,169,828
442-000 - FORESTRY	873,773	873,773	\$38,633	\$183,467	20.99%	\$690,306
444-000 - SIDEWALK CONSTRUCTION	152,254	152,254	\$426	\$27,661	18.16%	\$124,593
445-000 - DRAINS AT LARGE	109,921	109,921	—	\$2,345	2.13%	\$107,576
450-000 - STREET LIGHTING	630,230	630,230	\$49,930	\$285,708	45.33%	\$344,522
455-000 - WEED CONTROL	106,644	106,644	\$3,636	\$59,675	55.95%	\$46,969
465-000 - GROUNDS MAINTENANCE	505,346	505,346	\$21,429	\$96,661	19.12%	\$408,685
567-000 - CEMETERIES	533,853	533,853	\$30,476	\$147,928	27.70%	\$385,925
571-000 - TAX PROPERTY MAINTENANCE	229,478	229,478	\$9,922	\$71,206	31.02%	\$158,272
572-000 - CIVIC AFFAIRS	142,987	142,987	\$2,642	\$43,893	30.69%	\$99,094
701-000 - PLANNING	272,477	272,477	\$16,678	\$93,102	34.16%	\$179,375
728-000 - ECONOMIC DEVELOPMENT	140,500	140,500	\$42,298	\$100,825	71.76%	\$39,675

Note 2

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	November 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
752-000 - PARKS, RECREATION & GROUNDS ADMIN.	347,158	347,158	\$50,664	\$196,230	56.52%	\$150,928
758-000 - LT. NIXON MEMORIAL POOL	116,975	116,975	\$1,493	\$109,696	93.77%	\$7,279
771-000 - PARKS & FACILITIES MAINTENANCE	1,169,290	1,169,290	\$87,178	\$584,284	49.96%	\$585,006
776-000 - MASONIC INCUBATOR	—	—	\$306	\$306	—	(\$306)
803-000 - HISTORICAL DISTRICT	14,574	14,574	\$326	\$4,081	27.99%	\$10,493
806-000 - DIVERSITY, EQUITY & INCLUSION	409,181	409,181	\$37,530	\$135,841	33.19%	\$273,340
965-000 - CONTRIBUTIONS TO OTHER FUNDS	590,199	590,199	—	—	0.00%	\$590,199
101 - GENERAL TOTAL	34,408,353	34,408,353	\$3,529,123	\$12,918,250	37.54%	\$21,490,103
102 - BUDGET STABILIZATION	30,000	30,000	—	—	0.00%	\$30,000
GENERAL FUND TOTAL	34,438,353	34,438,353	\$3,529,123	\$12,918,250	37.51%	\$21,520,103
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
202 - MAJOR STREET	14,911,260	14,911,260	\$1,010,290	\$2,090,221	14.01%	\$12,821,039
203 - LOCAL STREET	2,056,470	2,056,470	\$139,722	\$823,917	40.06%	\$1,232,553
208 - ELLA W. SHARP PARK OPERATING	1,051,718	1,051,718	\$111,083	\$533,575	50.73%	\$518,143
213 - OPIOID SETTLEMENT FUND	62,739	62,739	—	—	0.00%	\$62,739
218 - AFFORDABLE HOUSING FUND	1,658,800	1,658,800	\$125,000	\$413,756	24.94%	\$1,245,044
234 - HCDF MICH GRANT	—	—	—	\$5,312	—	(\$5,312)
245 - PUBLIC IMPROVEMENT	1,335,840	1,335,840	\$12,896	\$157,007	11.75%	\$1,178,833
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,621,212	1,621,212	\$389,233	\$1,121,907	69.20%	\$499,305
249 - BUILDING DEPARTMENT	623,988	623,988	\$64,150	\$225,084	36.07%	\$398,904
251 - HOUSING CODE ENFORCEMENT	1,500,661	1,500,661	\$122,129	\$426,447	28.41%	\$1,074,214
252 - BUILDING DEMOLITIONS	393,000	393,000	\$35,355	\$61,775	15.71%	\$331,225
265 - DRUG LAW ENFORCEMENT	35,432	35,432	\$2,069	\$8,678	24.49%	\$26,754
272 - SAFER GRANT	301,801	301,801	\$35,477	\$177,129	58.69%	\$124,672
273 - PROJECT SAFE NEIGHBORHOOD	143,028	277,871	—	\$36,800	13.24%	\$241,071
275 - BYRNE/JAG PROGRAMS	—	0	—	\$25,000	—	(\$25,000)
279 - AMERICAN RESCUE PLAN ACT	75,000	75,000	—	—	0.00%	\$75,000
280 - HOUSING REDEVELOPMENT	—	—	\$44,798	\$59,706	—	(\$59,706)
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	100,000	—	\$97,808	97.80%	\$2,192
296 - RECREATION ACTIVITY	268,824	268,824	\$11,473	\$226,103	84.10%	\$42,721
297 - RECREATION MILLAGE	911,550	911,550	\$68,430	\$322,518	35.38%	\$589,032
SPECIAL REVENUE FUND TOTAL	27,051,323	27,186,166	\$2,172,105	\$6,812,742	25.05%	\$20,373,424
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	223,792	\$12,896	\$12,896	5.76%	\$210,896
352 - 2017 MTF BONDS D/S FUND	761,885	761,885	\$58,443	\$58,443	7.67%	\$703,443
353 - 2024 MTF BONDS D/S FUND	—	0	\$79,083	\$79,583	—	(\$79,583)
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	763,691	763,691	—	\$11,345	1.48%	\$752,346
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	145,743	—	\$144,112	98.88%	\$1,631
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	1,400,250	—	\$249,750	17.83%	\$1,150,500
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	1,764,600	\$102,300	\$102,300	5.79%	\$1,662,300
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	\$19,296	\$19,296	49.99%	\$19,297
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	\$83,579	\$83,579	40.34%	\$123,579
DEBT SERVICE FUND TOTAL	8,338,114	8,338,114	\$355,596	\$761,303	9.13%	\$7,576,811
401 - CAPITAL PROJECTS	330,000	330,000	\$31,173	\$31,173	9.44%	\$298,827
402 - WATER EQUIPMENT & REPLACEMENT	28,677,405	28,677,405	\$243,068	\$950,190	3.31%	\$27,727,215
403 - LEAD SERVICE LINE REPLACEMENT	1,696,998	1,696,998	\$52,481	\$516,801	30.45%	\$1,180,197
404 - DPS SANITARY SEWER MAINTENANCE	673,281	673,281	\$54,360	\$222,623	33.06%	\$450,658

Note 2

Note 2

Note 2

Note 2

Note 2

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	November 2024	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
405 - SANITARY SEWER REPLACEMENT	6,214,142	6,214,142	\$488,906	\$1,726,230	27.77%	\$4,487,912
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,304,666	13,304,666	\$224,863	\$1,225,917	9.21%	\$12,078,749
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	2,492,187	\$865,376	\$2,717,478	109.03%	(\$225,291)
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	9,710,899	\$10,272	\$2,837,892	29.22%	\$6,873,007
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	-	-	-	\$260,437	-	(\$260,437)
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	\$57,076	\$244,680	6.38%	\$3,587,420
489 - BROWNFIELD REDEVELOPMENT	2,312,552	2,312,552	\$121,923	\$138,945	6.00%	\$2,173,607
494 - DDA PROJECT	3,239,560	3,239,560	\$83,579	\$83,579	2.57%	\$3,155,982
CAPITAL PROJECTS FUND TOTAL	74,025,562	74,025,562	\$2,233,077	\$10,955,946	14.80%	\$63,069,616
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	162,008	-	\$155,055	95.70%	\$6,953
895 - SPECIAL ASSESSMENT	2,309,081	2,309,081	-	\$155,055	6.71%	\$2,154,026
SPECIAL ASSESSMENT FUNDS TOTAL	2,471,089	2,471,089	-	\$310,110	12.54%	\$2,160,979
514 - AUTO PARKING SYSTEM	282,147	282,147	\$827	\$827	0.29%	\$281,320
518 - PARKING ASSESSMENT	387,051	387,051	\$24,946	\$105,876	27.35%	\$281,175
519 - COOPER/FRANCIS PARKING DECKS	282,906	282,906	\$30,027	\$37,834	13.37%	\$245,072
590 - SEWER	26,884,143	26,884,143	\$543,036	\$9,563,311	35.57%	\$17,320,832
591 - WATER	47,408,410	47,408,410	\$1,317,772	\$13,701,119	28.90%	\$33,707,291
ENTERPRISE FUND TOTAL	75,244,657	75,244,657	\$1,916,607	\$23,408,967	31.11%	\$51,835,690
641 - PUBLIC WORKS ADMINISTRATION	522,909	522,909	\$53,262	\$171,130	32.72%	\$351,779
642 - ENGINEERING ADMINISTRATION	412,933	412,933	\$23,886	\$160,310	38.82%	\$252,623
643 - LOCAL SITE REMEDIATION REVOLVING	200,000	200,000	-	-	0.00%	\$200,000
661 - MOTOR POOL & GARAGE	1,808,820	1,808,820	\$135,973	\$521,326	28.82%	\$1,287,494
676 - WORKERS COMPENSATION	255,075	255,075	\$3,931	\$124,102	48.65%	\$130,973
677 - SELF-INSURED HEALTHCARE	6,481,950	6,481,950	\$401,826	\$2,392,248	36.90%	\$4,089,702
INTERNAL SERVICE FUND TOTAL	9,681,687	9,681,687	\$618,878	\$3,369,115	34.79%	\$6,312,572
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
731 - EMPLOYEES RETIREMENT SYSTEM	4,225,000	4,225,000	\$478,061	\$1,902,561	45.03%	\$2,322,439
732 - POLICE & FIRE PENSION	415,000	415,000	\$35,152	\$169,391	40.81%	\$245,609
734 - POLICE & FIRE ACT 345	6,240,000	6,240,000	\$477,831	\$2,221,413	35.59%	\$4,018,587
736 - PUBLIC EMPLOYEE HEALTH CARE	30,000	30,000	-	\$2,936	9.78%	\$27,064
PENSION TRUST FUND TOTAL	10,910,000	10,910,000	\$991,044	\$4,296,301	39.37%	\$6,613,699
FUND TYPE/FUND NAME TOTAL	271,071,435	271,206,278	\$11,816,429	\$62,832,734	23.16%	\$208,373,544

Note 2

Note 2

REVENUE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE	
	FY2025	FY2025	November 2024	FY2025	Percent Expended
FUND TYPE/FUND NAME					
PROPERTY TAXES	11,585,297	11,585,297	\$962,310	\$9,818,043	84.74%
INCOME TAXES	10,900,000	10,900,000	\$361,513	\$4,681,493	42.94%
STATE REVENUE SHARING	5,787,831	5,787,831	\$468	\$963,010	16.63%
LICENSES AND PERMITS	352,015	352,015	\$65,155	\$100,775	28.62%
FEDERAL GRANTS	293,407	293,407	\$11,204	\$22,139	7.54%
STATE GRANTS	136,000	136,000	\$98,000	\$154,985	113.95%
CONTRIBUTIONS FROM LOCAL UNITS	12,500	12,500	—	—	0.00%
CHARGES FOR GOODS AND SERVICES	1,423,349	1,423,349	\$10,362	\$236,169	16.59%
FINES AND FORFEITS	355,640	355,640	\$54,478	\$228,595	64.27%
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,100	30,100	\$6,219	\$1,467,028	4,873.84%
INVESTMENT INCOME	390,000	390,000	\$159,172	\$281,891	72.27%
MISCELLANEOUS	336,136	336,136	\$32,315	\$150,239	44.69%
CONTRIBUTIONS FROM OTHER FUNDS	190,000	190,000	—	\$5,684	2.99%
GENERAL FUND TOTAL	31,792,275	31,792,275	\$1,761,195	\$18,110,053	56.96%
FUND TYPE/FUND NAME TOTAL	31,792,275	31,792,275	\$1,761,195	\$18,110,053	56.96%
CONSOLIDATED WITH GENERAL FUND					
102 - BUDGET STABILIZATION	30,000	30,000	\$16,102	\$29,076	96.91%
CONSOLIDATED WITH GENERAL FUND TOTAL	30,000	30,000	\$16,102	\$29,076	96.91%
ALL OTHER FUNDS					
151 - CEMETERY PERPETUAL MAINTENANCE	45,000	45,000	\$994	\$7,651	17.00%
155 - ELLA W. SHARP ENDOWMENT FUND	30,550	30,550	—	—	0.00%
160 - LLOYD E. MOUNT ENDOWMENT	5,100	5,100	—	—	0.00%
PERMANENT FUND TOTAL	80,650	80,650	\$994	\$7,651	9.48%
202 - MAJOR STREET	14,517,772	14,517,772	\$1,015,631	\$2,204,175	15.18%
203 - LOCAL STREET	1,491,453	1,491,453	\$108,279	\$425,472	28.52%
208 - ELLA W. SHARP PARK OPERATING	1,098,750	1,098,750	\$13,675	\$373,417	33.98%
213 - OPIOID SETTLEMENT FUND	—	0	—	\$66,647	—
218 - AFFORDABLE HOUSING FUND	1,658,800	1,658,800	—	\$0	0.00%
245 - PUBLIC IMPROVEMENT	1,461,000	1,461,000	\$126,641	\$1,227,885	84.04%
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,597,500	1,597,500	—	\$3,127	0.19%
249 - BUILDING DEPARTMENT	520,900	520,900	\$79,383	\$328,077	62.98%
251 - HOUSING CODE ENFORCEMENT	1,021,400	1,021,400	\$49,358	\$265,187	25.96%
252 - BUILDING DEMOLITIONS	196,000	196,000	\$1,610	\$108,937	55.58%
265 - DRUG LAW ENFORCEMENT	20,000	20,000	\$607	\$1,616	8.07%
272 - SAFER GRANT	301,801	301,801	\$136,164	\$171,546	56.84%
273 - PROJECT SAFE NEIGHBORHOOD	143,028	277,871	—	\$2,603	0.93%
275 - BYRNE/JAG PROGRAMS	—	0	—	\$25,000	—
279 - AMERICAN RESCUE PLAN ACT	75,000	75,000	—	—	0.00%
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	100,000	\$12,649	\$110,456	110.45%
296 - RECREATION ACTIVITY	353,000	353,000	\$20,349	\$272,573	77.21%
297 - RECREATION MILLAGE	1,020,000	1,020,000	\$2,024	\$4,731	0.46%
SPECIAL REVENUE FUND TOTAL	25,576,404	25,711,247	\$1,566,369	\$5,591,449	21.74%
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	223,792	\$12,896	\$12,896	5.76%
352 - 2017 MTF BONDS D/S FUND	761,885	761,885	\$58,443	\$58,443	7.67%
353 - 2024 MTF BONDS D/S FUND	—	0	\$78,083	\$78,083	—
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	722,000	722,000	\$79,850	\$667,284	92.42%
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	145,743	—	\$144,112	98.88%
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	1,400,250	—	—	0.00%
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	1,764,600	\$102,300	\$102,300	5.79%
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	\$19,296	\$19,296	49.99%
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	3,032,403	—	—	0.00%
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	207,157	\$83,579	\$83,579	40.34%
DEBT SERVICE FUND TOTAL	8,296,423	8,296,423	\$434,447	\$1,165,991	14.05%
401 - CAPITAL PROJECTS	309,020	309,020	\$1,865	\$3,369	1.09%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE	
	FY2025	FY2025	November 2024	FY2025	Percent Expended
402 - WATER EQUIPMENT & REPLACEMENT	24,750,198	24,750,198	\$599,507	\$8,644,805	34.92%
403 - LEAD SERVICE LINE REPLACEMENT	2,826,515	2,826,515	\$168,988	\$750,541	26.55%
404 - DPS SANITARY SEWER MAINTENANCE	673,281	673,281	\$54,360	\$222,623	33.06%
405 - SANITARY SEWER REPLACEMENT	3,244,005	3,244,005	\$308,645	\$1,386,827	42.75%
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,394,032	13,394,032	(\$248,775)	\$4,201,123	31.36%
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	2,492,187	—	\$1,849,629	74.21%
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	9,710,899	—	\$1,772,546	18.25%
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	—	—	—	\$258,895	—
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	—	0	\$30,098	\$54,342	—
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,833,300	3,833,300	—	—	0.00%
489 - BROWNFIELD REDEVELOPMENT	1,721,830	1,721,830	\$17,071	\$74,291	4.31%
494 - DDA PROJECT	3,559,000	3,559,000	\$321,859	\$235,995	6.63%
CAPITAL PROJECTS FUND TOTAL	66,514,267	66,514,267	\$1,253,618	\$19,454,986	29.24%
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	162,008	—	\$155,055	95.70%
895 - SPECIAL ASSESSMENT	2,387,073	2,387,073	\$11,034	\$18,801	0.78%
SPECIAL ASSESSMENT FUNDS TOTAL	2,549,081	2,549,081	\$11,034	\$173,856	6.82%
514 - AUTO PARKING SYSTEM	95,443	95,443	\$1,498	\$3,129	3.27%
518 - PARKING ASSESSMENT	352,297	352,297	\$7,444	\$75,848	21.52%
519 - COOPER/FRANCIS PARKING DECKS	15,550	15,550	\$5,436	\$12,386	79.65%
590 - SEWER	22,154,210	22,154,210	\$609,398	\$3,083,549	13.91%
591 - WATER	39,510,527	39,510,527	\$1,287,420	\$9,049,053	22.90%
ENTERPRISE FUND TOTAL	62,128,027	62,128,027	\$1,911,195	\$12,223,965	19.67%
641 - PUBLIC WORKS ADMINISTRATION	378,106	378,106	\$46,217	\$162,859	43.07%
642 - ENGINEERING ADMINISTRATION	323,476	323,476	\$30,476	\$119,910	37.06%
643 - LOCAL SITE REMEDIATION REVOLVING	70,555	70,555	\$3,919	\$7,078	10.03%
661 - MOTOR POOL & GARAGE	1,458,576	1,458,576	\$197,750	\$639,830	43.86%
676 - WORKERS COMPENSATION	210,000	210,000	\$29,239	\$95,068	45.27%
677 - SELF-INSURED HEALTHCARE	6,505,000	6,505,000	\$637,130	\$2,599,785	39.96%
INTERNAL SERVICE FUND TOTAL	8,945,713	8,945,713	\$944,731	\$3,624,530	40.51%
703 - COUNTY & SCHOOL TAX	28,860,000	28,860,000	\$13,823	\$86,347	0.29%
CUSTODIAL FUND TOTAL	28,860,000	28,860,000	\$13,823	\$86,347	0.29%
731 - EMPLOYEES RETIREMENT SYSTEM	6,507,820	6,507,820	\$1,605,579	\$3,325,176	51.09%
732 - POLICE & FIRE PENSION	259,455	259,455	\$96,850	\$289,476	111.57%
734 - POLICE & FIRE ACT 345	10,829,381	10,829,381	\$2,465,281	\$7,135,907	65.89%
736 - PUBLIC EMPLOYEE HEALTH CARE	230,000	230,000	—	\$309,643	134.62%
PENSION TRUST FUND TOTAL	17,826,656	17,826,656	\$4,167,711	\$11,060,202	62.04%
ALL OTHER FUNDS TOTAL	220,777,221	220,912,064	\$10,303,922	\$53,388,977	24.16%

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.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG Grant)

Recommendation:

I recommend scheduling a Public Hearing at the January 28, 2025, City Council meeting.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Public Safety Director

DATE: January 14, 2025

RECOMMENDATION: I recommend scheduling a Public Hearing at the January 28, 2025, City Council meeting.

ISSUE STATEMENT

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2024 Edward Byrne Memorial Justice Assistant Grant (JAG) funding in the amount of \$40,174. One of the JAG requirements is that a hearing be held allowing for citizen comment on the proposed use of the grant funds. As in previous years, the City of Jackson will be the grant fiscal agent.

DESCRIBE THE CONSEQUENCES

If approved, the Jackson Police Department will receive \$25,404 and will use the money to continue the subscription of license plate readers throughout the City. This will assist the Police Department in identifying and locating vehicles wanted or in connection with investigations.

The Jackson County Sheriff's Department will receive \$14,770 and will use their funds to continue the subscription of license plate readers in the County to assist with identifying and locating vehicles wanted or in connections with investigations. They will also purchase other equipment for their Patrol Division, such as cases for medical tourniquets and rifles.

OWNERSHIP

The City of Jackson and Jackson County have both seen great success with using this technology to advance law enforcement's goals of investigating crimes and locating wanted subjects and vehicles. It is important to continue the use of the license plate readers for future successes, and to best serve the citizens of the Jackson community.

SOLUTION

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

FACILITATE IMPLEMENTATION

I recommend scheduling a Public Hearing at the January 28, 2025, City Council meeting.

ATTACHMENTS

None

MEMO TO: Mayor, City Councilmembers and City Manager

FROM: Jason Yoakam



DATE: January 3, 2025

SUBJECT: Assessor's Office update

Following, please find the 2024 End of Year Informational Report.

JACKSON

Founded 1829

CITY OF JACKSON ASSESSOR'S OFFICE

INFORMATIONAL REPORT –THE 2024 END-OF-YEAR ISSUE

1/3/2025

JASON YOAKAM, MMAO

OVERVIEW

The end-of-year report provides general information regarding Consumer Pricing Index, Tribunal, and current office operations.

RATE OF INFLATION MULTIPLIER

The Consumers Pricing Index (CPI) is issued by the Bureau of Labor Statistic. The CPI is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services¹. The CPI is used by the State of Michigan to develop the Rate of Inflation Multiplier (RIM) which is used in the capped value formula. The RIM is the average of the previous 12 months, October through September, to the current 12 months, October through September. As per the General Property Tax Act, the RIM can never be greater than 1.05, or 5%. The resulting calculation for 2025 is 1.031, or, expressed as a percentage, 3.1%. The table shows the current and previous 4 years of RIMs.

Year	RIM
2025	1.031 (3.1%)
2024	1.050 (5.0%)
2023	1.050 (5.0%)
2022	1.033 (3.3%)
2021	1.014 (1.4%)

The RIM is used to calculate the increase in taxable value. Taxable value is multiplied by the millage rate in order to determine the amount levied in taxes each year. The RIM is also used in the millage reduction fraction, commonly known as “Headlee” or “Headlee Roll Back”. The millage reduction fraction can permanently reduce operating millages for all tax collecting authorities if the previous year’s taxable value, multiplied by the RIM, is greater than the current year’s taxable value. *The above is a general description and does not include all the details of the capped value formula or the millage reduction fraction.*

MICHIGAN TAX TRIBUNAL

Appeals before the Michigan Tax Tribunal (MTT) are managed through this office as well as the City Attorney’s office. MTT cases are filed either as Small Claims or Full Tribunals. Small claims cases are typically regarding Principle Residence Exemptions, residential value, or small value personal property. Full tribunals are typically larger value contentions like commercial or industrial property.

¹ Bureau of Labor Statistic website: <https://www.bls.gov/cpi/home.htm>

Appeals currently pending before the MTT:

Small Claims

- Thomas Burns
- Dawn James

Full Tribunal

- Fossores, 505 Wildwood Ave.
- The Crossing Place, Inc., 950 W. Monroe St.
- WA Foote Health Center Assoc., 1100 E. Michigan Ave.
- WA Foote Memorial Hospital, 1201 E. Michigan Ave.

Cases Closed

- N/A

Assessment Roll Audit

The State Tax Commission (STC) conducts audits of local jurisdictions called an Assessment Roll Audit (formally referred to as the Audit of Minimum Assessing Records or AMAR for short) the last audit was conducted in 2021. The next audit is scheduled to take place in 2026.

OTHER OPERATIONS

Assessors around the State of Michigan are working to determine 2025 value changes. This includes market studies; expiring and new exemptions, abatements and captures; building permits; changes in ownership; land splits and combinations, and all the work that needs to be done for business personal property assessments. This is an all hands on deck time of year.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: JNET Interlocal Agreement

Recommendation:

Approve JNET Interlocal Agreement



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Elmer Hitt, Public Safety Director

DATE: January 14, 2025

RECOMMENDATION: Approve JNET Local Agreement

ISSUE STATEMENT

The Jackson Narcotics Enforcement Team (JNET) is a multi-jurisdictional task force whose focus is drug interdiction. The team is comprised of members of the Michigan State Police, Jackson County Office of the Sheriff, and Jackson Police Department. The current bylaws require the Interlocal Agreement to be renewed annually.

DESCRIBE THE CONSEQUENCES

The Jackson Police Department has one officer assigned to JNET. No new budget adjustments are necessary. Failure to sign the Interlocal Agreement could result in Jackson Police Department's removal from the task force.

OWNERSHIP

JNET has been in existence for more than 25 years. In order to continue with the task force, the attached Interlocal Agreement must be signed each year by the organizations whose employees are part of the team.

SOLUTION

The Agreement has remained the same for many years, and no changes were made to the Agreement since it was approved in 2024.

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. JNET_Interlocal Agreement_2024-12-05

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

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

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

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

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

ARTICLE I

OPERATIONAL PROCEDURES AND GUIDELINES

I. PURPOSE

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

II. COMMAND BOARD

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

III. OPERATION POLICIES AND PROCEDURES

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

IV. PERSONNEL AND COMPENSATION

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

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

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

V. COMMANDER

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

VI. LIABILITY AND INSURANCE

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

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

VII. JURISDICTION

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

ARTICLE II FORFEITURE PROCEDURES AND DISPOSITION OF PROPERTY SEIZED

I. FORFEITURES PURSUANT TO THE CONTROLLED SUBSTANCE ACT

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

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

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

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

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

II. CUSTODIAN OF SEIZED AND FORFEITED MONIES AND PROPERTY

The County of Jackson shall be the custodian of all seized and forfeited monies for purposes stated under MCL 333.7524. All such money received by the County of Jackson shall be placed in a "Drug Law Enforcement Fund 299 Account." The County shall establish two such accounts: (1) A "Pending" non-adjudicated forfeiture account in which shall be placed all seized (except evidence) monies prior to settlement or judicial adjudication. Monies shall not be disbursed from said "Pending" account unless the County receives an Administrative Order (Declaration of Administrative Forfeiture), a Stipulation of Out-of-Court Settlement, a Judgment of Forfeiture, or a Court Order authorizing the release of said monies; (2) A "Revenue" account which shall contain forfeited monies, proceeds from the sales of forfeited real and personal property, a court ordered restitution receipts, and any other miscellaneous income received by JNET or the Command Board.

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

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

III. DUTIES AND FUNCTIONS OF THE COUNTY OF JACKSON

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

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

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

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

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

ARTICLE III

WITHDRAWAL; TERMINATION

I. WITHDRAWAL FROM AGREEMENT

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

II. DISTRIBUTION OF FORFEITURE ASSETS UPON WITHDRAWAL

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

III. DISTRIBUTION OF FORFEITURE ASSETS UPON TERMINATION

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

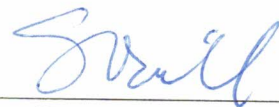
IV. Revocation of Prior Agreements:

This agreement rescinds all previous agreements.

Date: 12-5-24

Date: _____

Date: _____



Michigan Department of State Police

Jackson County Board of Commissioners

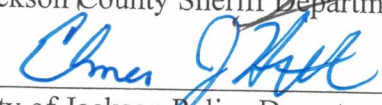
City Manager, City of Jackson

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

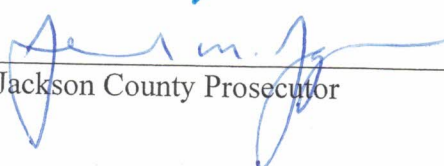
Date: 12/5/2024


Jackson County Sheriff Department

Date: 12/5/2024


City of Jackson Police Department

Date: 12-5-2024


Jackson County Prosecutor



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Deficit Elimination Plan Resolution as of June 30, 2024, for the Special Assessment Capital Project Fund

Recommendation:

Approval of the deficit elimination plan resolution for the special assessment capital project fund as of June 30, 2024.

Attached is a memo from Heather Ehnis regarding the filing of a required deficit elimination plan for the City's special assessment capital project fund as of June 30, 2024. The deficit elimination plan resolution that will be filed requires City Council approval before it can be submitted to the State for certification.

I recommend approval of this deficit elimination plan resolution. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Heather Ehnis, Chief Financial Officer
DATE: January 14, 2025

RECOMMENDATION: Approval of the deficit elimination plan resolution for the special assessment capital project fund deficit as of June 30, 2024.

ISSUE STATEMENT

The State Treasury Department, in accordance with their Numbered Letter 2016-1, issued July 11, 2016, requires all funds with a deficit to file a deficit elimination plan. The plan requires projected budgets through the year of the fund's deficit elimination, or, in the case of the special assessment fund, the next several year's projections showing the gradual elimination of the deficit. The Treasury letter notifying the City of this requirement is attached.

DESCRIBE THE CONSEQUENCES

There are no budgetary considerations related to this action. However, if an approved deficit elimination plan is not filed within 30 days, the State may withhold 25% of the City's state revenue sharing payments until an approved plan is evaluated and certified by the Treasury department.

OWNERSHIP

Special assessment capital project funds, by their nature, will always have a deficit condition since the revenues from the special assessment receivables are not recognized as revenues until collected. The City, like all other government units, will always have a deficit condition in its special assessment capital projects fund. The more recent Numbered Letter 2016-1, however, now requires that a deficit elimination plan also be filed for this previously excluded fund type, which will now be filed annually. A similar plan was also filed for this fund for each of the last seven fiscal years.

SOLUTION

Approve the deficit elimination plan resolution (attached) for certification by the State.

FACILITATE IMPLEMENTATION

The deficit elimination plan resolution will be sent to the State Treasury following approval by the City Council. Filing this plan, and subsequent certification by the Treasury, will avoid withholding of future state-shared revenues.

ATTACHMENTS

1. Resolution - Deficit Elimination Plan 2024
2. Special Assessments - Schedule of Payoffs_2024
3. SOM Fund Deficit Notice_2024

RESOLUTION

To Adopt the Special Assessment Fund Deficit Elimination Plan for June 30, 2024

WHEREAS, the City of Jackson's Special Assessment Fund has a \$1,820,039 fund deficit as of June 30, 2024; and

WHEREAS, 1971 PA 140 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury; and

WHEREAS, the current fund deficit is represented by deferred special assessment receivables that will be collected over their respective remaining terms, thus reducing the current fund deficit;

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson's legislative body adopts the following as the City of Jackson - Special Assessment Fund's Deficit Elimination Plan for June 30, 2024.

BE IT FURTHER RESOLVED that the City of Jackson's Finance Director submits the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

	Fiscal Year Projections					
	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
Revenues:						
Collections on special assessments - rolls not bonded	\$ 263,254	\$ 263,254	\$ 263,254	\$ 259,955	\$ 259,955	\$ 169,606
Fund balance (deficit) - beginning of year	(1,820,039)	(1,556,785)	(1,293,531)	(1,030,277)	(770,322)	(510,367)
Fund balance (deficit) - end of year	<u><u>\$ (1,556,785)</u></u>	<u><u>\$ (1,293,531)</u></u>	<u><u>\$ (1,030,277)</u></u>	<u><u>\$ (770,322)</u></u>	<u><u>\$ (510,367)</u></u>	<u><u>\$ (340,761)</u></u>

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 forgoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 14th day of January 2025

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 15th day of January 2025.

City Clerk

Special Assessments
Schedule of Payoffs
June 30, 2024

Roll	Year	Term	Int Rate	Balance 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
<u>Special Assessment Rolls Bonded in 2017 - Collections will be used to pay off Bonds</u>														
3384	2017	10	3.41%	40,516.69	13,505.56	13,505.56	13,505.57							
3385	2017	15	3.41%	14,112.84	1,764.11	1,764.11	1,764.11	1,764.11	1,764.11	1,764.11	1,764.11	1,764.07		
3386	2017	15	3.41%	8,669.50	1,083.69	1,083.69	1,083.69	1,083.69	1,083.69	1,083.69	1,083.69	1,083.67		
3387	2017	10	3.41%	9,984.41	3,328.14	3,328.14	3,328.13							
3388	2017	10	3.41%	19,044.94	6,348.31	6,348.31	6,348.32							
3389	2017	15	3.41%	6,964.24	870.53	870.53	870.53	870.53	870.53	870.53	870.53	870.53		
3390	2017	15	3.41%	45,645.75	5,705.72	5,705.72	5,705.72	5,705.72	5,705.72	5,705.72	5,705.72	5,705.71		
3391	2017	10	3.41%	29,876.96	9,958.99	9,958.99	9,958.98							
3392	2018	14	3.41%	7,554.59	944.32	944.32	944.32	944.32	944.32	944.32	944.32	944.35		
3393	2018	10	3.41%	25,029.90	6,257.48	6,257.48	6,257.48	6,257.46						
3402	2019	10	3.41%	121,842.42	24,368.48	24,368.48	24,368.48	24,368.48	24,368.50					
3404	2019	10	3.41%	23,474.65	4,694.93	4,694.93	4,694.93	4,694.93	4,694.93					
3405	2019	10	3.41%	18,341.92	3,668.38	3,668.38	3,668.38	3,668.38	3,668.40					
				371,058.81	82,498.64	82,498.64	82,498.64	49,357.62	43,100.20	10,368.37	10,368.37	10,368.33	-	-
<u>Special Assessment Rolls Bonded in 2020 - Collections will be used to pay off Bonds</u>														
3406	2019	10	2.50%	11,337.93	2,267.59	2,267.59	2,267.59	2,267.59	2,267.57					
3407	2019	10	2.50%	14,106.91	2,821.38	2,821.38	2,821.38	2,821.38	2,821.39					
3408	2019	10	2.50%	32,447.90	6,489.58	6,489.58	6,489.58	6,489.58	6,489.58					
3409	2019	10	2.50%	25,813.78	5,162.76	5,162.76	5,162.76	5,162.76	5,162.74					
3410	2019	10	2.50%	145,505.00	29,101.00	29,101.00	29,101.00	29,101.00	29,101.00					
3411	2019	10	2.50%	4,089.56	817.91	817.91	817.91	817.91	817.92					
3412	2020	10	2.50%	188,037.04	31,339.51	31,339.51	31,339.51	31,339.51	31,339.51	31,339.49				
3413	2020	10	2.50%	128,482.17	21,413.70	21,413.70	21,413.70	21,413.70	21,413.70	21,413.67				
5000	2020	8	2.50%	39,455.21	9,863.80	9,863.80	9,863.80	9,863.81						
				589,275.50	109,277.23	109,277.23	109,277.23	109,277.24	99,413.41	52,753.16	-	-	-	-
<u>Special Assessment Rolls Bonded in 2024 - Collections will be used to pay off Bonds</u>														
3448	2024	10	2.55%	140,206.88	14,020.69	14,020.69	14,020.69	14,020.69	14,020.69	14,020.69	14,020.69	14,020.69	14,020.69	14,020.67
3449	2024	10	2.55%	122,820.05	12,282.01	12,282.01	12,282.01	12,282.01	12,282.01	12,282.01	12,282.01	12,282.01	12,282.01	12,281.96
				263,026.93	26,302.70	26,302.70	26,302.70	26,302.70	26,302.70	26,302.70	26,302.70	26,302.70	26,302.70	26,302.63

Roll	Year	Term	Int Rate	Balance 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Special Assessment Rolls NOT Bonded - Collections will be used to Reduce Deficit														
3376	2014	15	3.75%	6,848.93	1,369.79	1,369.79	1,369.79	1,369.79	1,369.77					
3380	2015	12	2.50%	9,895.30	3,298.43	3,298.43	3,298.44							
3381	2016	15	2.20%	19,347.57	2,763.94	2,763.94	2,763.94	2,763.94	2,763.94	2,763.94	2,763.93			
3382	2016	15	2.20%	39,775.55	5,682.22	5,682.22	5,682.22	5,682.22	5,682.22	5,682.22	5,682.23			
3383	2016	15	2.20%	17,601.61	2,514.52	2,514.52	2,514.52	2,514.52	2,514.52	2,514.52	2,514.49			
3394	2019	10	2.65%	53,278.78	10,655.76	10,655.76	10,655.76	10,655.76	10,655.74					
3395	2019	10	2.65%	56,734.67	11,346.93	11,346.93	11,346.93	11,346.93	11,346.95					
3396	2019	10	2.65%	72,570.15	14,514.03	14,514.03	14,514.03	14,514.03	14,514.03					
3397	2019	10	2.65%	100,217.81	20,043.56	20,043.56	20,043.56	20,043.56	20,043.57					
3398	2019	10	2.60%	31,812.68	6,362.54	6,362.54	6,362.54	6,362.54	6,362.52					
3399	2019	10	2.60%	37,123.66	7,424.73	7,424.73	7,424.73	7,424.73	7,424.74					
3400	2019	10	2.60%	40,831.52	8,166.30	8,166.30	8,166.30	8,166.30	8,166.32					
3401	2019	10	2.60%	33,532.92	6,706.58	6,706.58	6,706.58	6,706.58	6,706.60					
3403	2019	10	3.41%	18,796.68	3,759.34	3,759.34	3,759.34	3,759.34	3,759.32					
3414	2020	10	1.45%	30,597.18	5,099.53	5,099.53	5,099.53	5,099.53	5,099.53	5,099.53				
3416	2020	10	3.41%	25,020.46	4,170.08	4,170.08	4,170.08	4,170.08	4,170.08	4,170.06				
3417	2020	10	1.30%	11,329.82	1,888.30	1,888.30	1,888.30	1,888.30	1,888.30	1,888.32				
3418	2021	10	1.00%	9,370.64	1,338.66	1,338.66	1,338.66	1,338.66	1,338.66	1,338.66	1,338.68			
3421	2021	10	1.20%	79,426.32	11,346.62	11,346.62	11,346.62	11,346.62	11,346.62	11,346.62	11,346.60			
3422	2021	10	1.25%	67,336.53	9,619.50	9,619.50	9,619.50	9,619.50	9,619.50	9,619.50	9,619.53			
3423	2022	9	1.10%	14,739.49	2,105.64	2,105.64	2,105.64	2,105.64	2,105.64	2,105.64	2,105.65			
3424	2022	10	1.10%	22,333.08	2,791.64	2,791.64	2,791.64	2,791.64	2,791.64	2,791.64	2,791.64	2,791.60		
3425	2022	10	1.10%	17,316.45	2,164.56	2,164.56	2,164.56	2,164.56	2,164.56	2,164.56	2,164.56	2,164.53		
3427	2024	10	2.75%	30,138.75	3,013.88	3,013.88	3,013.88	3,013.88	3,013.88	3,013.88	3,013.88	3,013.88	3,013.88	3,013.83
3429	2024	10	2.75%	56,857.50	5,685.75	5,685.75	5,685.75	5,685.75	5,685.75	5,685.75	5,685.75	5,685.75	5,685.75	5,685.75
3431	2024	10	2.75%	104,295.46	10,429.55	10,429.55	10,429.55	10,429.55	10,429.55	10,429.55	10,429.55	10,429.55	10,429.55	10,429.51
3437	2023	10	2.95%	74,088.43	8,232.05	8,232.05	8,232.05	8,232.05	8,232.05	8,232.05	8,232.05	8,232.05	8,232.03	
3438	2023	10	2.95%	77,833.39	8,648.15	8,648.15	8,648.15	8,648.15	8,648.15	8,648.15	8,648.15	8,648.15	8,648.19	
3440	2022	10	1.65%	130,992.64	16,374.08	16,374.08	16,374.08	16,374.08	16,374.08	16,374.08	16,374.08	16,374.08		
3441	2024	10	2.35%	52,589.28	5,258.93	5,258.93	5,258.93	5,258.93	5,258.93	5,258.93	5,258.93	5,258.93	5,258.93	5,258.91
3442	2024	10	2.35%	52,829.91	5,282.99	5,282.99	5,282.99	5,282.99	5,282.99	5,282.99	5,282.99	5,282.99	5,282.99	5,283.00
3443	2024	10	2.35%	50,997.23	5,099.72	5,099.72	5,099.72	5,099.72	5,099.72	5,099.72	5,099.72	5,099.72	5,099.72	5,099.75
3445	2023	10	2.85%	88,992.46	9,888.05	9,888.05	9,888.05	9,888.05	9,888.05	9,888.05	9,888.05	9,888.05	9,888.06	
3446	2023	10	2.85%	89,598.64	9,955.40	9,955.40	9,955.40	9,955.40	9,955.40	9,955.40	9,955.40	9,955.40	9,955.44	
3447	2024	10	2.80%	258,079.54	25,807.95	25,807.95	25,807.95	25,807.95	25,807.95	25,807.95	25,807.95	25,807.95	25,807.95	25,807.99
5001	2021	10	1.00%	23,351.22	3,335.89	3,335.89	3,335.89	3,335.89	3,335.89	3,335.89	3,335.88			
5002	2021	10	1.00%	7,757.33	1,108.19	1,108.19	1,108.19	1,108.19	1,108.19	1,108.19	1,108.19			
				1,914,239.58	263,253.78	263,253.78	263,253.79	259,955.35	259,955.35	169,605.79	158,447.88	118,632.63	97,302.49	60,578.74
TOTAL				3,137,600.82	481,332.35	481,332.35	481,332.36	444,892.91	428,771.66	259,030.02	195,118.95	155,303.66	123,605.19	86,881.37



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

December 19, 2024

**Notice of Intent To
Withhold State Payments**

Municipality Code: 382010
APR Form ID Number: 163297
Report ID Number: 163322

Sent Via Email

Chief Administrative Officer
City of Jackson
hehnis@cityofjackson.org

Dear Chief Administrative Officer:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in [Treasury Website \(Numbered Letter 2016-1\)](#). An additional resource is our [online video library](#) which explains what a deficit elimination plan is, why it is important, and how to file.

The Local Audit and Finance Division received an audit report from your local unit for the fiscal year ending 2024. Your Certified Public Accountant has indicated a deficit in one or more funds as follows:

<u>FUND NAME</u>	<u>AMOUNT</u>
Special Assessment Capital Projects	-\$1,820,039.00

If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12 months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis. In addition, for General Fund deficits the Department of Treasury highly recommends the municipality use its [Multi-Year Budget ProjectionTool](#).

Except where indicated “No Plan Necessary,” within 30 days from the date of this letter please upload a deficit elimination plan for all funds listed above and a certified resolution online by visiting Michigan.gov/MunicipalFinance and select Deficit Elimination Plan Upload. Should a plan not be filed within 30 days, we may withhold 25% of the local unit’s State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are not released when a plan has been *filed*, but when a plan has been *evaluated and certified* by Treasury.

After receiving your plan, we will notify you by email if additional information is needed or that your plan has been certified. If you would like to speak with a member of our team, please email our office at Treas_MunicipalFinance@Michigan.gov.

Sincerely,

A handwritten signature in black ink that reads "Harlan Goodrich". The signature is written in a cursive, flowing style.

Harlan Goodrich, Municipal Finance Manager
Local Audit and Finance Division



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Professional Engineering Services Contract with Fishbeck, to prepare the Fiscal Year 2026 Drinking Water State Revolving Fund (DWSRF) Project Plan.

Recommendation:

Approval of Professional Engineering Services Contract with Fishbeck, to prepare the Fiscal Year 2026 Drinking Water State Revolving Fund (DWSRF) Project Plan at a not to exceed amount of \$74,250.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: January 14, 2025

RECOMMENDATION: Approval of Professional Engineering Services Contract with Fishbeck, to prepare the Fiscal Year 2026 Drinking Water State Revolving Fund (DWSRF) Project Plan at a not to exceed amount of \$74,250.

ISSUE STATEMENT

There are a number of issues throughout the City's Water Supply System to be addressed by attaining DWSRF funding. Lead service lines are now required to be replaced within the next 10 years by the EPA. The electrical equipment at the WTP is in poor condition requiring some replacement and upgrades to improve safety and reliability. Process equipment improvements and replacements are required at the WTP and High Service Pump Station to maintain service. The East Storage Tank and the Ground Storage Tank at the WTP are both in need of refurbishment to maintain their structural integrity. There are a number of antiquated 4-inch water mains in the system in need of replacement to provide better water flow.

DESCRIBE THE CONSEQUENCES

Lead service lines continue to be a danger to public health with the possibility of leaching into water if stability in the chemistry of the water is not maintained. In addition, they are required for replacement by federal and state regulations. The equipment to be replaced or upgraded at the WTP and High Service Pump Station is at risk of failure, which could compromise the ability of the WTP to provide safe, potable water to the City's customers. The storage tanks are a critical part of the system, providing an emergency volume of water to address fire flow concerns and to "shave" any peak demands seen in the system. If those tanks are out of service, the system loses a significant amount of reliability and redundancy. The 4-inch water mains in the system are aging and are in danger of failure due to water main breaks as well as causing performance and quality issues in the system.

OWNERSHIP

These issues relate to water system assets, which are the responsibility of the Water System and, in turn, the Department of Public Works. Our staff works diligently to provide safe, potable water to the water system customers, performing regular maintenance on the equipment.

However, over time, the equipment reaches the end of its useful life. The projects are all to replace antiquated equipment or water system assets.

SOLUTION

The solution to the antiquated equipment and assets is replacement. The DWSRF program allows the City to utilize low interest loans through the State. In addition, grant funding has traditionally been allocated through the DWSRF program. There is grant funding available for lead service line replacement through the Bipartisan Infrastructure Law (BIL).

FACILITATE IMPLEMENTATION

We recommend approval of Professional Engineering Services Contract with Fishbeck, to prepare the Fiscal Year 2026 Drinking Water State Revolving Fund (DWSRF) Project Plan to fund needed replacements throughout the water system.

ATTACHMENTS

- 1. LP_Osborn_Planning Document_2024_1127

November 27, 2024

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

Proposal for Professional Engineering Services FY2026 DWSRF Planning Document

Fishbeck and Tetra Tech are pleased to provide this proposal to assist the City of Jackson (City) in developing and submitting a Project Planning Document for water system improvements through the State of Michigan's Drinking Water State Revolving Fund (DWSRF) Program. An Intent to Apply (ITA) was developed and submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on October 31, 2024. The DWSRF Program provides low-interest loans and the potential for grants through loan principal forgiveness for eligible water utility capital improvement projects.

Fishbeck developed the 2023 DWSRF project planning document, and the background information therein will be leveraged for the new project plan. In addition, Tetra Tech has worked with the City for years and has extensive experience and knowledge of the City's Water Treatment Plant (WTP). The Fiscal Year (FY) 2026 Project Planning Document will include lead service line replacement, water main replacements and associated lead services, improvements at the City's WTP, and refurbishment of water storage tanks. Preliminary costs for these projects were developed for the ITA and will be further refined as part of the project plan effort.

This letter proposal describes our proposed scope of services and fee for submitting a FY 2026 DWSRF Project Planning document on the City's behalf, prior to the deadline of June 1, 2025. Fishbeck and Tetra Tech worked with the City on establishing recommendations and cost estimates for the ITA, which will serve as the basis for the DWSRF Project Plan.

Scope of Services

We propose to complete a Project Planning document for the City and to submit it to EGLE for approval. The following list of projects will be reviewed, updated, and finalized for inclusion in the Project Planning Document:

1. Lead Service Line Replacement – This is an ongoing process of replacing lead service lines throughout the City funded through the DWSRF. The Planning Document will note the phasing associated with these replacements.
2. WTP Improvements.
 - a. Electrical and Instrumentation/Control Systems.
 - High Service Pump Station Pump Room Switchgear.
 - Enterprise Generator Feeder Switches.
 - 150KVA Dry Type Transformer Conduit, Wire and Appurtenances.
 - Smoke Detector Addition.
 - Miscellaneous WTP Electrical Upgrades.

- b. Replacement of 48-inch Filtered Water Pipe and Valve.
 - c. High Service Pump Station Roof Replacement and Structural Repairs.
 - d. Replacement of High Service Pump Station Pump Number 3.
 - e. Chlorine Gas Upgrades – Replacement of aged chlorine gas and solution lines.
 - f. Water Service Line – Replacement of the aged 6-inch diameter water service line to the plant which provides fire protection and process water to the plant with an 8-inch water service line.
 - g. Sanitary Line and Lining – Replacement of the failed sanitary line for the system up to property line, lining of the sanitary line past that point.
 - h. Repainting East Storage Tank – This includes blasting and recoating the exterior of the East Elevated Storage Tank.
 - i. Refurbishing Geodesic Dome – Repair of the leaking geodesic dome over top of the seven-million-gallon ground storage tank at the Jackson WTP.
3. Water Main Replacements – There are several old, cast iron 4-inch water mains throughout the system that are proposed to be replaced with 8-inch water mains. The Planning Document will note the phasing associated with these replacements.

Our proposed scope of services meets the requirements described in the DWSRF Planning Document preparation guidance document, including the prescribed evaluation of project alternatives. The following list provides an overview of our proposed scope:

1. Provide a summary of the project background, including population projections, water demand projections, existing facility summary, and summary of project needs. Much of this population projection and water demand projection information will only need to be updated with recent information from the previous DWSRF submittal. Existing facility summary and summary of project needs will be updated.
2. Analysis of alternatives for all projects to include the following:
 - a. No-action alternative.
 - b. Optimizing performance of existing facilities.
 - c. Regional water supply alternatives.
3. Principal alternative evaluation for all projects that will include:
 - a. Present worth analysis.
 - b. Environmental evaluation.
 - c. Implementability and public participation.
 - d. Technical considerations.
4. Complete detailed descriptions of the selected alternatives for each evaluated project, including a basis of design summary, maps, schedules, and cost estimates.
5. Perform an environmental evaluation for the selected project alternatives. The scope of environmental evaluation could change if the project qualifies as equivalent. Without the equivalency requirement, the following items will be included:
 - a. Historical and archaeological resources.
 - b. Land and water interface.
 - c. Endangered species.
6. Include mitigation measures for identified environmental issues.
7. Similar to the FY 2023 DWSRF Project Planning Document submittal, public engagement and participation will include posting the Project Planning Document on the City's website for public comment, a hearing for public comment and participation, and formal adoption of the Project Plan by the City.

Project Schedule

The deadline for completing the Project Plan, including the items described above, is June 1, 2025. Many of the items that are a part of the Project Planning have significant lead times. In particular, the steps needed for public engagement and formal City approval take significant schedule time to complete. The June 1, 2025, deadline allows less than six months for Project Plan completion. We believe it is still feasible to expedite our efforts and complete the application by June 1, 2025, if we are able to start by January 2025.

Professional Services Fees

We propose to complete the scope of services described herein for an hourly not-to-exceed fee of Seventy-Four Thousand Two Hundred Fifty Dollars (\$74,250).

Table 1 – Fee Breakdown

Consulting Firm	Fee
Fishbeck	\$38,500
Tetra Tech	\$35,750
Total	\$74,250

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Darcy McWilliams (dmcwilliams@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3825 or cmccorkle@fishbeck.com.

Sincerely,



Colin G. McCorkle, PE
Senior Water and Wastewater Engineer

Attachments
Copy: Nick Mangas – City of Jackson
By email

Professional Services Agreement

PROJECT NAME: FY2026 DWSRF Planning Document
FISHBECK CONTACT: Colin G. McCorkle, PE
CLIENT CONTACT: Mike Osborn, Director of Public Works
CLIENT: City of Jackson, 161 West Michigan Avenue, 11th Floor, Jackson, MI 49201

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering services as described in Fishbeck's letter proposal dated November 27, 2024.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
☒ Proposal Dated: November 27, 2024
☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
☒ Hourly Billing Rates Plus Reimbursable Expenses
☐ Other:

Budget for Above Scope of Services: Seventy-Four Thousand Two Hundred Fifty Dollars (\$74,250).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Jackson

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: David J. Baar, PE

TITLE: Vice President

DATE: November 27, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every 4 weeks, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: 2025/2026 City of Jackson Rubbish Removal Contract from City Facilities.

Recommendation:

Approve the City of Jackson Facilities Rubbish Removal Contract for \$81,984 for the two-year contract to Granger Waste Services of Lansing, Michigan.

Approve the City of Jackson Facilities Rubbish Removal Contract for \$81,984 for the two-year contract to Granger Waste Services of Lansing, Michigan.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: January 14, 2025

RECOMMENDATION: Approve the City of Jackson Facilities Rubbish Removal Contract for \$81,984 for the two-year contract to Granger Waste Services of Lansing, Michigan.

ISSUE STATEMENT

The City of Jackson contracted with LRS (formerly Modern Waste Management) in 2021 with one-year renewals. Because of service problems, the city decided to reopen the contract for 2025 and 2026 with a one-year 3% increase in renewals after that point if both parties decide to extend the contract.

DESCRIBE THE CONSEQUENCES

The rubbish contract handles garbage pickup in all City Facilities and includes all city-owned garbage cans in the downtown district.

OWNERSHIP

In 2021, the Parks, Recreation, Cemeteries, and Trails Department and Chandra Willinger decided to work on a new garbage contract that would include recycling possibilities. During that process, we went with the only bidder, Modern Waste, in 2021. The 2025 contract bid had three bidders, with Granger Waste Services being the only bidder to fulfill the requirements.

SOLUTION

Moving forward with this new contract, we hope for a better response and work together to ensure each member understands the goal and what the City is looking for from their garbage service.

FACILITATE IMPLEMENTATION

Approve the City of Jackson Facilities Rubbish Removal Contract for \$81,984 for the two-year contract to Granger Waste Services of Lansing, Michigan

ATTACHMENTS

1. [Granger Waste Services] Response Document Report
2. [MOHAWK REFUSE] Response Document Report
3. Bid Tabulation - 2025 Municipal Bldg Refuse Collection



[GRANGER WASTE SERVICES] RESPONSE DOCUMENT REPORT

GEN No. 2025-PARKS & REC-010

2025 - MUNICIPAL BUILDING REFUSE COLLECTION

RESPONSE DEADLINE: December 2, 2024 at 10:00 am

Report Generated: Monday, December 2, 2024

Granger Waste Services Response

CONTACT INFORMATION

Company:

Granger Waste Services

Email:

brsmith@grangernet.com

Contact:

Ashley Jubb

Address:

16980 Wood Rd.
Lansing, MI 48906

Phone:

(517) 372-2800

Website:

Grangerwasteservices.com

Submission Date:

Dec 2, 2024 8:47 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

20250101_CITYOFJACKSONRFP.pdf

2. Separate Cost Proposal*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

CITY_OF_JACKSON_PRICING.pdf

3. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

October 28, 2024

The City of Jackson is accepting proposals for 2025 - **MUNICIPAL BUILDING REFUSE COLLECTION** until **Monday, December 2, 2024, 10:00 AM.**

Sealed proposals for **2025 – MUNICIPAL BUILDING REFUSE COLLECTION** will be received by the City of Jackson Purchasing Coordinator, Kari Kerstetter, via the City's e-Procurement Portal, <https://procurement.opengov.com/portal/cityofjackson>

Questions shall be directed to the Question & Answer section of the proposal or emailed to Kelli Hoover, City of Jackson, Director of Parks & Recreation at: KHoover@cityofjackson.org or Kari Kerstetter, City of Jackson, Purchasing Coordinator at: KKerstetter@cityofjackson.org **no later than Thursday, November 21, 2024 at 12:00 p.m.**

The City of Jackson reserves the right to cancel or reissue the RFP. Selection may include a sole entity, teams or none based on responses. Negotiations may be undertaken with the respondent(s) whose proposals and other factors show them to be qualified, responsible and capable of performing the work which is most advantageous to the City of Jackson.

The term of this Contract is two 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 the renewal, each year will receive up to a 3% cost of living increase.

SCOPE OF SERVICES:

The City of Jackson is seeking proposals from qualified Contractors to provide rubbish services from designated facilities and trash cans located on the sidewalks and Parks throughout the City's Downtown District.

The scope of this work shall include all labor, equipment and materials necessary to complete this according to the specifications listed in the contract documents. All labor, equipment and materials necessary for completion of the work

Municipal locations to provide refuse collection:

- | | |
|-----------------------------|------------------------------|
| • Police Department | 216 E. Washington St. |
| • Fire Department | 518 N. Jackson St. |
| • Martin Luther King Center | 1107 Adrian St. |
| • Woodland Cemetery | 2615 Francis St. |
| • Nixon Park | 400 E. North St. |
| • Boos Center/Loomis Park | 210 Gilbert St. |
| • Sharp Park | 3225 Fourth St. |
| • Wastewater Treatment | 2995 Lansing Ave. |
| • Water Treatment | 740 E. Mansion St. |
| • Public Works | 521 Water St. |
| • City Hall | 161 W. Michigan Ave. |
| • Downtown Sidewalk Cans | 50 cans in Downtown District |

The Downtown District shall be defined by the boundaries of Louis Glick Hwy to the North, Wesley St to the South, Cooper St to the East, Wildwood Ave to the West. All refuse cans shall be located along the sidewalks, throughout Blackman and Bucky Harris Parks, excluding cans along the Grand River walk near the Consumers Energy Campus. Refuse cans located throughout the Downtown District may be added, removed and/or relocated at any time throughout the service.

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:
 - Notice of Award
 - Addendums
 - Agreement
 - Bid Proposal and Bid Sheets
 - Insurance Certificate
 - Change Orders
 - Notice to Proceed
 - Specifications
 - General Conditions
 - Special Provisions
 - Plans and Drawings
 - Supplemental Specifications
 - All other documents attached hereto
- 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 contract, submit to the City for written approval a practicable and feasible schedule, showing the order in which he proposes to carry on the work. 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. **Performance and Completion of Work:** Contractor shall provide all labor, materials, tools, and equipment for proper execution and completion of work in accordance with the RFP.

Failure of the Contractor to comply with the requirements of the RFP 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.
- E. **Superintendence by Contractor:** The Contractor shall also be responsible for the general supervision and coordination of work.
- 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. **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.

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. **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 falling 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.

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. **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 insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, 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:

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 sub-contractors 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. 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.
4. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

5. 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.
- 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 «BOND_TERM» 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.

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:** No subcontracting of this contract is allowed.
- 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. **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.

- F. **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.

- G. **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.
- H. **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.
- I. **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.

CONTRACT SPECIFICATIONS:

Locations may be added, deleted or changed during the course of this contract, as well as container size and service frequency. Any of the locations may be cancelled from the proposed contract if the service is no longer required.

Containers shall be clean, well painted and in like new condition. Containers shall have tight fitting, top loading split covers with lid covers/positioners. Pick up areas are to be kept clean and free of spillage. **Dumpsters for City Hall are to be picked up by 7:00 am. Do not compact until you have left the parking lot.**

Refuse Collection pickups shall be between 7:00 AM and 3:00 pm Monday through Friday.

Collection vehicles shall not be parked longer than necessary to make vicinity collections.

All containers will be the property of the contractor, and the maintenance of those containers shall be the responsibility of the contractor and must comply with City Ordinance Chapter 12 (3). The sidewalk trash cans located throughout the City's Downtown District will be property of the City.

The Downtown District shall be defined by the boundaries of Louis Glick Hwy to the North, Wesley St to the South, Cooper St to the East, Wildwood Ave to the West. All refuse cans shall be located along the sidewalks, throughout Blackman and Bucky Harris Parks, excluding cans along the Grand River walk near the Consumers Energy Campus. Refuse cans located throughout the Downtown District may be added, removed and/or relocated at any time throughout the service.

All refuse containers will be handled carefully and with caution to avoid damage or abuse that would cause them to be unsightly. Any contractor owned container that presents a hazard to the agency or public must be removed immediately removed and replaced by the contractor.

Refuse and accumulations spilled from container while being serviced must be immediately cleaned up by the contractor's collector.

When excess refuse is stacked against full containers, this material must also be picked up with collection.

Refuse accumulation shall include any and all materials that are discarded by agency during the use, operation, and maintenance of the facility.

All material picked up shall be disposed of in a facility properly license under the requirements of the Michigan Waste Management Act (PA 641 of 1078) as amended and the administrative rules adopted pursuant to that act.

AND

The disposal site shall be in compliance with applicable State and Federal laws, rules and regulations. It shall not be a listed Superfund site or on the Michigan Sites of Environmental Contamination Priority List published pursuant to the Michigan Environmental Response Act (PA 307 of 1982 as amended).

Solid Waste haulers shall provide disposal services at licensed facilities which are authorized in the applicable Solid Waste Management Plan (s) plan to accept solid waste from the locations included in this bid. These sites were identified according to Section 13 (a) and 30 (2) and Rule 711 (E) (III) of the Michigan Solid Waste Management Act 1978 PA 641 as amended (Act 641).

If at any time this disposal site is not in compliance with the requirements stipulated above, the City reserves the right to amend or cancel the contractual agreement.

CITY REFUSE LICENSING REQUIREMENTS:

The City of Jackson requires that the refuse company pay an annual license fee, registration fee and inspection fee on each of your refuse vehicles that will be used within the City of Jackson per City Ordinance Chapter 12(5). Each vehicle must pass inspection by the City of Jackson in accordance per City Ordinance Chapter 12(6)(6.1).

INVOICING:

Invoice billing must be rendered on a monthly basis. Invoice is to be submitted via one bill and must clearly designate charges for each individual location for the billing cycle. Invoices can be mailed or emailed to the following:

City of Jackson
Attn: Chandra Willinger
161 W. Michigan Ave, 6th Floor
Jackson, MI 49201
Email: cwillinger@cityofjackson.org

SUBMITTALS:

The submission shall include the following:

- a. Cover letter and introduction including the name of the firm, address, and the name and contact information of the person(s) authorized to represent the company regarding all matters related to the proposal.
- b. Information on the firm and the firm's qualifications, capabilities, staffing, areas of services, years in business, etc.
- c. References, a minimum of three (3), outlining scope of services, project description, and cost.
- d. The proposed fees for the Project. Identify the basic services included in your fee; any additional services and additional costs not included in your basic fee; and any reimbursable expenses with the applicable reimbursable rates. Provide a best estimate of what the reimbursable expenses costs would be.

PROPOSAL

TO: City Manager

c/o Purchasing Agent

City of Jackson, Michigan

Date: 11/18/2024

In compliance with your invitation for bids dated _____ to perform **MUNICIPAL BUILDING REFUSE COLLECTION** 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 Granger Waste Services
organized and existing under the laws of the State of Michigan
with offices at 16980 Wood Rd., Lansing, MI 48906
(strike inapplicable clauses)

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

FEDERAL ID# 38-3445177

(Corporate Seal, if applicable) Name of Bidder: Granger Waste Services

Signed By: Todd Granger

Its: Secretary

BID SHEET

DATE:

PROPOSAL FOR: MUNICIPAL BUILDING REFUSE COLLECTION

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
N/A	12/2/2024

Bidder's Name:	Granger Waste Services, INC.	
Address:	16980 Wood Rd.	
City, State, Zip:	Lansing, MI 48906-1044	
Telephone:	517-372-2800	
Fax:	N/A	
Email Address:	Info@grangernet.com	
Federal ID Number:	38-3445177	
Bid Signed By:	Todd Granger	Print or Type
Title:	Secretary	

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 Secretary

CONTRACT COMPLIANCE

DATE: October 28, 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 the equality of treatment in service and employment.

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Todd Granger 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 Todd Granger 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: 12/02/2024

By: Granger Waste Services
(Bidder's Name)

By: 
(Signature)

By: Secretary
(Title)

16980 Wood Rd.
Address

Lansing
City

MI, 48906-1044
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 not 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:	<u>Granger Waste Services</u>
ADDRESS:	<u>16980 Wood Rd., Lansing, MI 48906</u>
SIGNED BY:	<u></u>
TITLE:	<u>Secretary</u>
DATE:	<u>11/18/2024</u>

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 12/02/2024

By: Granger Waste Services
(Bidder's Name)

By: 
(Signature)

By: Secretary
(Title)

16980 Wood Rd.
Address

Lansing
City

MI, 48906-1044
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

ss

COUNTY OF Clinton)

Todd Granger, being first duly sworn, deposed and says that:

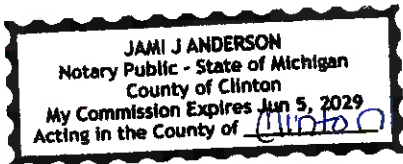
1. He is Secretary of Granger Waste Services
the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither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

Dated: 11-26-2024

By: Granger Waste Services
(Company)

By: Secretary
(Title)

Subscribed and sworn to before me, a Notary Public, this 26th day of November 2024



Jami J Anderson
Notary Public, Clinton County,
My commission expires: June 5, 2029

REFERENCES

A MINIMUM OF THREE REFERENCES, OUTLINING SCOPE OF SERVICES, PROJECT DESCRIPTION AND COST.

Albion College, Name: John Hibbs, Address: 611 E. Porter St., Albion, MI 49224

Email: accountspayable@albion.edu,

Spring Arbor University, Name: William Buckland, Address: 106 E. Main St., Spring Arbor, MI 49283

Email: WilliamBJ.Buckland@arbor.edu,

Consumer Energy, Name: Jeffrey Shingler, Address: 1 Energy Plaza Dr., Jackson, MI 49201

Email: Apinvoices@cmsenergy.com

RIGHT TO KNOW

CONTRACTOR RELEASE FORM

I, Todd Granger an authorized representative of Granger Waste Services

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

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

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

Dated 12/02/2024



Signature



City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name Todd Granger	Company Granger Waste Services
Telephone	Email Address

Contract or matter pending with the City:

Type text here

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

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

Property address: _____

Property interest: _____

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

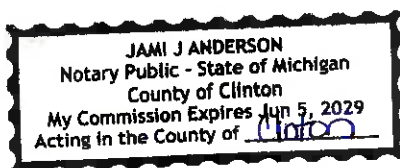
- ☒ None of the above apply.

Dated:

Jami J Anderson
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 26 day of November, 2024.
By Jami Anderson.



APPENDIX A
CITY OF JACKSON
STANDARD TERMS AND CONDITIONS
FOR
PROFESSIONAL SERVICE AGREEMENT

These Standard Terms and Conditions for Professional Service Agreement (Standard Terms) are incorporated into the Contract for Professional Services between City of Jackson (Owner) and the undersigned, Professional Service Provider (PSP) and are to be part of said Owner - PSP Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a Owner - PSP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amount identified in PSP's proposal dated December 2, 2024, (Proposal) constitutes a NOT TO EXCEED Contract dollar amount and shall be deemed full remuneration for all professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in the Proposal and the Owner's Request for Proposal (RFP) dated December 2, 2024. Said RFP is hereby incorporated by reference as if set forth in full and shall be deemed part of the Standard Terms.

1. **SERVICES:** The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFP.
2. **COMPENSATION:** In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Proposal in accordance with the terms of payment set forth herein.

In consideration of any extra or additional services provided by PSP that are beyond the scope of the RFP and Proposal, Owner shall reimburse PSP on a time and material basis for all actual and reasonable labor and out-of-pocket expenses. Provided however, preliminary cost estimates for providing extra or additional services shall be presented to the Owner for review and written approval prior to performance by PSP.

3. **TERMS OF PAYMENT:** Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same. Pursuant to Charter Section 2.15, Owner may deduct from the amount paid to PSP any invoices, judgments, or taxes currently owed by the PSP that are delinquent.

4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by Owner of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to Owner. The PSP will provide general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSP does not guarantee the performance of the contractor(s) by PSP's performance of such construction observation. Provided, however the PSP is responsible to promptly notify the Owner of substandard performance by the contractor(s) that PSP knew or should have known was unacceptable. The PSP's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSP shall have authority on behalf of the Owner to reject work by the contractor(s) which does not conform to Contract Documents.
6. **INSURANCE:** Where Owner requires that project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSP as an additional insured. Owner shall require Contractor(s) to submit certificates evidencing proof of such coverage directly to PSP who shall be responsible for ensuring required language is included in Owner's contract documents to satisfy this requirement.

The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP.

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$500,000 for each occurrence. Commercial General liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

The PSP shall demonstrate a valid Worker's Compensation and Employer's Liability Insurance coverage, as required by the State of Michigan, is in force for all its employees.

All insurance policies shall be issued on an occurrence basis by financially responsible insurance companies licensed or approved by the State of Michigan and acceptable to the Owner.

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.
8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.
9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.
10. **OWNER OBLIGATIONS:** Owner shall at no cost to PSP:
 - A. Provide all information to PSP as identified in the RFP.
 - B. Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
 - C. Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.
 - D. Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
 - E. Furnish to PSP prior to any performance by PSP a copy of any engineering, design, and construction standards which Owner shall require PSP to follow in its performance of services under the Contract.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, PSP expressly agrees to indemnify, defend and hold Owner harmless against all claims, suits, damages, expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from PSP's performance of this Contract, based upon any act or omission, negligent or otherwise, of PSP or any employee, subcontractor or other person acting on PSP's behalf in connection with or incident to this contract or the work to be performed hereunder. PSP shall not be obligated to indemnify Owner for the Owner's own negligence. PSP's obligation to indemnify, hold harmless and defend Owner shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities provided by law.
12. **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 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.
13. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Michigan.
14. **NO ASSIGNMENT:** Neither party shall assign its rights, interests or obligations under the Contract without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
15. **NO WAIVER:** The failure of either party to enforce, at any time, the provisions of the Contract shall not constitute a waiver of such provisions or the right of Owner or PSP at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
16. **VENUE:** The parties agree that any action relating to the Contract shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan, and each party waives the right to change of venue.
17. **NEGOTIATED:** It is agreed by the parties hereto that the Contract is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of the Contract.
18. **CONFLICTING TERMS.** If any term or provision of these Standard Terms and Conditions are in conflict with the Proposal/Contract Agreement between the parties, or any addendum thereto, the provisions or terms of the Standard Terms and Conditions shall control.

19. **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. This Agreement may be amended only by a written instrument signed by the PSP and the Owner.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the _____ day of _____, 20_____.

Project Identification: **MUNICIPAL BUILDING REFUSE COLLECTION**

Professional Service Provider, (PSP)

(Type Name of Company)

By _____

Witness

Its _____

City of Jackson, (OWNER)

By _____

Witness

Its _____

Approved as to Substance

Approved as to Form:

Jonathan Greene, City Manager

Matthew M. Hagerty, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/27/2024

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Granger Waste Services, Inc. 16980 Wood Road Lansing MI 48906 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570104059523 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO348707917	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP 3486960-19	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A			WC348695919	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE-EA EMPLOYEE \$1,000,000 E.I. DISEASE-POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Granger Waste Services, Inc. 16980 Wood Road Lansing MI 48906 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

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Holder Identifier :

Certificate No : 570104059523



CITY OF JACKSON WASTE & RECYCLING COLLECTION PROPOSAL

SUBMITTED BY: GRANGER WASTE SERVICES, INC.



16980 Wood Road
Lansing, MI 48906
1-888-947-2643
P 517-372-2800
www.grangerwasteservices.com

December 2nd

City of Jackson

RE: Proposal for Waste and Recycling Collection

To Whom It May Concern:

I am pleased to offer the following proposal for waste and recycling collection for the City of Jackson. For more than 57 years, Granger has built strong customer and community relationships by delivering quality waste collection services. We pride ourselves on our proven track record of providing waste hauling, disposal and recycling services to residential, institutional, commercial and industrial customers.

As you will see from our proposal, our experience makes us more than qualified to perform these services. Additionally, our commitment to exceptional service, safety program, quality equipment, use of technology and effective communication truly set us apart from the competition.

This proposal is valid for 90 days. I certify that as an officer of Granger Waste Services, I am legally able to contractually bind our organization to an agreement based on this proposal.

Thank you for your consideration. We look forward to doing business with the City of Jackson.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Todd J. Granger', with a stylized flourish at the end.

Todd J. Granger
Chief Financial Officer
Secretary & Treasurer

WHO WE ARE

Granger is a family-owned and operated business headquartered in Lansing, Michigan, with additional operational locations in Alma, Jackson, Cedar Springs and Fowlerville. Guided by strong ethics, integrity and a commitment to exceptional service, Granger has been a leading comprehensive environmental management



firm for more than 57 years. Harnessing resources to create ethical environmental solutions, we provide a full range of hauling and disposal services, landfill management and recycling.

Granger employs more than 370 associates in various professional, service and technical positions. Our reputation for excellent customer service and decades of waste hauling experience makes the Granger team highly qualified to meet the City of Jackson long-term waste and recycling needs.

QUALIFICATIONS

Experience

During its more than 57 years as a waste hauler, Granger has serviced a large number of single-subscription customers, as well as providing contracted, single-hauler services to many local municipalities.

In 1983, Granger became the first hauler in the area to provide rolling trash carts to customers when it debuted its Captain CurbySM trash collection service. In the 1970s, Granger became a landfill owner and continues to own and operate two landfills in the greater Lansing area. As a service to the community, Granger began offering recycling drop-offs for Lansing area residents in the late 1980s and followed with residential recycling collection in 1991. Seasonal yard waste collection was introduced by Granger in 1995. Granger's experience with waste and recycling collection and waste disposal is lengthy and varied.



Disposal/Storage Facility

Once trash is picked up, it is unloaded at Granger's Disposal Center of Jackson located at 555 Woodworth Rd. before being transferred to Granger's Wood Street Landfill located at 16980 Wood Road in Lansing, Michigan. Landfills are engineered to be secure spaces to put trash, meaning the groundwater and surrounding area are diligently protected from the trash inside using the best available practices and technology. Granger's landfills also serve an important purpose of providing fuel for renewable energy generation. Granger follows all guidelines set forth by the Michigan Department of Environment, Great Lakes & Energy (EGLE) in operating and maintaining its landfills.

Safety and Environmental Record

Granger Waste Services sees safety as a core foundational value. As such, our goals are to provide a safe work environment for all associates, as well as to protect the safety of our customers and the general public. We also maintain a commitment to comply with all applicable federal, state and local regulations.

Granger Waste Services works closely with federal and state environmental regulators and has earned the reputation for doing "the right thing" in protecting the area's natural resources. Granger maintains all required licenses and permits necessary to operate waste collection and disposal services. All personnel receive job-specific environmental training, and when incidents occur, we take pride in responding quickly to provide appropriate mitigation.

Violation Record

Granger has no environmental, safety, health, price fixing, anti-trust or fraud violations to report.

APPROACH

Transition Plan

Granger has experience transitioning communities with as few as a couple hundred residents to those with 15,000 residents. Granger's transition planning and implementation are far different than what most have experienced. And while each transition is unique, the strength of Granger's program relies on four best practices:

- (1) Understand the local community and its needs before transition begins.
- (2) Customize the transition program to the community based on its needs.
- (3) Revise plan as it becomes necessary.
- (4) Create minimum disruption whenever possible.



Once Granger's bid has been accepted, our transition team will begin planning the implementation of service in the City of Jackson. The driver supervisor, route specialist and route drivers will become familiar with routes prior to the contract start date. After the City of Jackson has announced the hiring of Granger as the City of Jackson waste hauler, Granger will provide materials to inform residents of the change via the City of Jackson communication channels. (See sample announcement materials in Appendix A.) A welcome packet will be developed and distributed to all households via the U.S. Postal Service. Sample welcome materials can be found in Appendix B.

Collection Details

Granger will service residential trash, recycling and yard waste collection using automated side load trucks staffed by one driver. These trucks use a mechanical arm operated by the driver from inside the cab of the truck to pick up and dump the carts. Using this type of truck increases both the safety and efficiency of the collection.



Granger will provide residents with an assigned service day each week (or every other week for single-stream recycling). Residents will be notified that their materials need to be placed at the street the night before their assigned collection day.

Once service has started, Granger will be able to verify service with its on-board routing system (Encore). The driver will indicate with the push of a button whether a stop was serviced or skipped. If the stop is skipped for some reason, the driver may capture a time-stamped GPS picture of the location to attach to the customer's account. The photo option can be used to provide details about why the stop was not serviced (e.g., cart not out, cart overweight, unacceptable material, etc.). The driver also has the ability to enter written details about the stop at this time.

When an observed holiday falls on a weekday, all residential collection on and after the holiday is delayed by one day for the remainder of the week. Granger drivers work on Saturdays during holiday weeks so all collections, even those normally on Fridays, will occur the following day. Observed holidays include the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

For missed stops due to driver error, every effort will be made to make the service up in a timely fashion. When this is not possible, drivers will pick up extra materials on the next scheduled collection day.

In situations beyond Granger's control, such as extreme weather conditions, drivers will pick up extra materials on the next scheduled collection day.

Unoccupied Residences

The status of any vacant properties will be recorded in our routing software so drivers are alerted that they should not attempt service. Drivers will be instructed to watch for any changes in status so billing for the residence may be resumed when the home becomes occupied.

Conflicts of Interest

There are no known conflicts of interest concerning this engagement with the City of Jackson.

MISCELLANEOUS

Equipment and Maintenance

Granger operates a fleet of reliable trucks in good working order. Additionally, we maintain a fully staffed team of mechanics to quickly and efficiently conduct repairs and preventive maintenance. This combination of quality equipment and on-site maintenance personnel helps ensure collection can be made reliably, and spills, leaks and other issues that frustrate residents can be handled quickly and efficiently.

Service You Can Count On

We live by the Golden Rule—treating our customers the way we like to be treated—with integrity, courtesy and respect. Our associates pride themselves on providing dependable and consistent service in a safe and efficient manner, week in and week out.

Granger's professional drivers are trained to protect the safety of the communities in which they work. Granger has a rigorous safety program and full-time safety supervisors with years of experience.

Technology Granger effectively implements technology to improve efficiency, communication and safety. Each truck has cameras both inside and outside of the truck, as well as in-cab tablets. These tools, as well as our routing and messaging software, allow for real-time tracking, increased safety and efficiency and swift action to correct and communicate any issues, delays or changes in our service.



Communication

We maintain several avenues for communication and customer service inquiries, including a comprehensive website, call center, email and social media.

- **Website:** Our website (www.grangerwasteservices.com) contains valuable information and customer support, as well as a quick and convenient way for customers to contact us and order additional services. Our blog (grangernet.com/blog) includes more in-depth articles about topics of interest in waste and recycling.
- **Customer Service:** Granger has dedicated customer service representatives available Monday – Friday, 8 a.m. to 5 p.m. We can be contacted toll-free at 1-888-947-2643 or by email at info@grangernet.com. Our customer service representatives will deal promptly with any service concern.
- **Chat:** Granger customers can utilize the live chat feature on our website to communicate with a customer service representative available Monday – Friday between 9 a.m. and 4 p.m.
- **Social media:** Granger provides service updates and other information through its Facebook page at facebook.com/collectingtomorrowsenergy.
- **Email:** Granger sends holiday delay reminders, service alerts and other pertinent information to customers who provide their email address.

Public Education and Outreach

Granger takes pride in our community participation. You'll see Granger trucks in local parades, meet our mascot Captain CurbySM at events, notice our containers at community clean up days and work side by side with our associates on area committees.

Granger associates are committed to providing education to Granger customers and the general public. Civic, professional and school groups are invited to learn more about waste and recycling through tours, presentations and other educational opportunities.

SUMMARY

We thank you for the opportunity to serve the City of Jackson. If you have any questions or need additional information, please do not hesitate to contact us

City of Jackson Service Locations

LOCATION	ADDRESS	QTY	REFUSE DUMPSTER SIZE (CUBIC YARD)		NUMBER OF PICKUPS PER WEEK	DAY OF PICKUP	
Police Department	216 E. Washington St.	1	4		2/week	MON, THUR	\$173.00
Fire Department	518 N. Jackson St.	1	4		1/week	THUR	\$86.00
Martin Luther King Center	1107 Adrian St.	1	3		2/week	MON, THUR	\$173.00 (Quoting 4 yd)
		1	3		3/week (June - August)	MON, WED, FRI	\$173.00 (Quoting 4 yd)
Woodland Cemetery	2615 Francis St.	1	6		2/week	MON, THUR	\$208.00
Nixon Park	400 E. North St.	1	6		1/week	THUR	\$104.00
		1	6		2/week (June-August)	MON, THUR	\$208.00
Boos Center/Loomis Park	210 Gilbert St.	1	6		1/Week	THUR	\$104.00
		1	6		2/week (June-August)	MON, THUR	\$208.00
Sharp Park	3225 Fourth St.	1	6		3/week	MON, WED, FRI	\$312.00
Wastewater Treatment Plant	2995 Lansing Ave.	1	4		2/week	MON, THUR	\$173.00
Water Treatment Plant	740 E. Mansion St.	1	4		1/week	MON	\$86.00
Public Works	521 Water St.	1	4		2/week	MON, THUR	\$173.00
City Hall	161 W. Michigan Ave.	1	2		Daily	DAILY	\$260.00
Downtown District	Sidewalks – Parks	50	Per Can		3/week	MON, WED, FRI	\$975.00

SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST EACH/MONTH	TOTAL
A	1	2 cubic yards	daily	\$ 260.00	\$ 260.00
B	1	3 cubic yards	3 per week	\$N/A SUB 4 YD	\$N/A SUB 4YD
C	2	4 cubic yards	1 per week	\$86.00	\$172.00
D	3	4 cubic yards	2 per week	\$173.00	\$519.00
E	2	6 cubic yards	1 per week	\$104.00	\$208.00
F	1	6 cubic yards	2 per week	\$208.00	\$ 208.00
G	1	6 cubic yards	3 per week	\$ \$312.00	\$ 312.00
H	50	Sidewalk Cans	3 per week	\$ 975.00	\$ 975.00

(June to August or as listed on attached sheet)

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST EACH/MONTH	TOTAL
I	1	3 cubic yards	3 per week	\$ N/A	\$ N/A
J	2	6 cubic yards	2 per week	\$ 208.00	\$ \$416.00

DUMPSTER FOR AS NEEDED PROGRAMS

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST W/ DISPOSAL	TOTAL
K	1	10 cubic yards	as needed	\$ 75.00	\$300.00
L	1	15 cubic yards	as needed	\$112.00	\$337.00
M	1	20 cubic yards	as needed	\$150.00	\$375.00
N	1	30 cubic yards	as needed	\$ 225.00	\$450.00
O	1	40 cubic yards	as needed	\$ 300.00	\$525.00

LOCATION	ADDRESS	QTY	REFUSE DUMPSTER SIZE (CUBIC YARD)	NUMBER OF PICKUPS PER WEEK	DAY OF PICKUP
Police Department	216 E. Washington St.	1	4	2/week	MON, THUR
Fire Department	518 N. Jackson St.	1	4	1/week	THUR
Martin Luther King Center	1107 Adrian St.	1	3	2/week	MON, THUR
		1	3	3/week (June - August)	MON, WED, FRI
Woodland Cemetery	2615 Francis St.	1	6	2/week	MON, THUR
Nixon Park	400 E. North St.	1	6	1/week	THUR
		1	6	2/week (June-August)	MON, THUR
Boos Center/Loomis Park	210 Gilbert St.	1	6	1/Week	THUR
		1	6	2/week (June-August)	MON, THUR
Sharp Park	3225 Fourth St.	1	6	3/week	MON, WED, FRI
Wastewater Treatment Plant	2995 Lansing Ave.	1	4	2/week	MON, THUR
Water Treatment Plant	740 E. Mansion St.	1	4	1/week	MON
Public Works	521 Water St.	1	4	2/week	MON, THUR
City Hall	161 W. Michigan Ave.	1	2	Daily	DAILY
Downtown District	Sidewalks – Parks	50	Per Can	3/week	MON, WED, FRI



[MOHAWK REFUSE] RESPONSE DOCUMENT REPORT

GEN No. 2025-PARKS & REC-010

2025 - MUNICIPAL BUILDING REFUSE COLLECTION

RESPONSE DEADLINE: December 2, 2024 at 10:00 am

Report Generated: Monday, December 2, 2024

MOHAWK REFUSE Response

CONTACT INFORMATION

Company:

MOHAWK REFUSE

Email:

mohawkrefuse@gmail.com

Contact:

Michael Caligiuri

Address:

PO Box 1664

Jackson, MI 49204

Phone:

(517) 358-3244

Website:

www.mohawkrefuse.com

Submission Date:

Dec 1, 2024 4:00 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

Mohawk_Refuse_bid_packet_for_MUNICIPAL_BUILDING_REFUSE_COLLECTION.pdf

2. Separate Cost Proposal*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

Mohawk_Refuse_bid_prices_for_MUNICIPAL_BUILDING_REFUSE_COLLECTION.pdf

3. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

PROPOSAL

TO: City Manager

c/o Purchasing Agent

City of Jackson, Michigan

Date: 11/29/24

In compliance with your invitation for bids dated _____ to perform **MUNICIPAL BUILDING REFUSE COLLECTION** in the City of Jackson, the undersigned, a(n)

1. individual, resident of Jackson
doing business as Mohawk Refuse
at 1841 Probert Rd Jackson MI 49203
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of _____
organized and existing under the laws of the State of _____
with offices at _____
(strike inapplicable clauses)

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

FEDERAL ID# 375922609

(Corporate Seal, if applicable)

Name of Bidder: Michael Caligiuri

Signed By: _____

Its: owner

CONTRACT COMPLIANCE

CERTIFICATION

Michael Caliguri 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 Mohawk Refuse / Michael Caliguri understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

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

Dated: 11/29/24

By: Michael Caliguri
(Bidder's Name)

By: [Signature]
(Signature)

By: owner
(Title)

1841 Probert Rd
Address

Jackson
City

MI 49203
State and Zip

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 not 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:

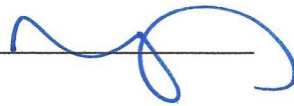
Mohawk Refuse

ADDRESS:

1841 Probert Rd

Jackson MI 49203

SIGNED BY:

Michael Caligaris / 

TITLE:

owner

DATE:

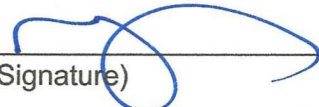
11/29/24

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 11/29/24

By: Michael Caligurin
(Bidder's Name)

By: 
(Signature)

By: owner
(Title)

1841 Probert Rd
Address

Jackson
City

Mi 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan

SS

COUNTY OF Jackson

Michael Caligiuri, being first duly sworn, deposed and says that:

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

Dated: 11/30/24

By: Mohawk Refuse
(Company)

By: owner / [Signature]
(Title)

Subscribed and sworn to before me, a Notary Public, this 30TH day of November,
2024.

[Signature]

Notary Public, Jackson County,

My commission expires: Dec 20 2025

WILLIAM KENNETH SWEET JR
Notary Public, State of Michigan
County of Jackson
My Commission Expires 12/20/2025
Acting in the County of Jackson

REFERENCES

A MINIMUM OF THREE REFERENCES, OUTLINING SCOPE OF SERVICES, PROJECT DESCRIPTION AND COST.

① City of Jackson N.E.O. c/o Brian Taylor
private property cleanups, City-owned building trashouts,
occasional handyman services, etc. 2014 - current

② Kings Community Homes c/o Mary Gutierrez (517-679-7296)
lawnmowing, landscaping, plowing, shoveling,
tree felling, apartment trashouts, yard cleanups, etc. 2013-2023

③ Approximately 360 weekly garbage customers
(and growing). We are one of the most heavily
referred and recognizable garbage companies in
Jackson County. 2006 - current

BID SHEET

DATE: 11/29/24

PROPOSAL FOR: MUNICIPAL BUILDING REFUSE COLLECTION

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
2/4	

RIGHT TO KNOW

CONTRACTOR RELEASE FORM

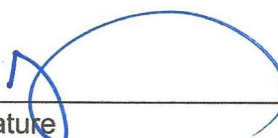
I, Michael Caligiuri an authorized representative of Mohawk Reuse

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

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

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

Dated 11/29/21


Signature



City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name <u>Michael Caliguri</u>	Company <u>Mohawk Refuse</u>
Telephone <u>517-358-3244</u>	Email Address <u>mohawkrefuse@gmail.com</u>

Contract or matter pending with the City:

Municipal Building Refuse Collection

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

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

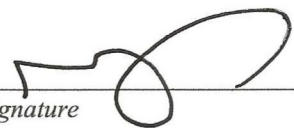
Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

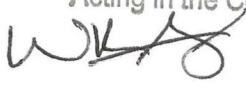
- ☒ None of the above apply.

Dated: Nov 30th 2024


Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 30th day of November, 20 24,
By Michael Caligiuri.

WILLIAM KENNETH SWEET JR
Notary Public, State of Michigan
County of Jackson
My Commission Expires 12/20/2025
Acting in the County of Jackson
 11/30/2024

SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST EACH/MONTH	TOTAL
A	1	2 cubic yards	daily	\$ 724	\$ 724
B	1	3 cubic yards	3 per week	\$ 648	\$ 648
C	2	4 cubic yards	1 per week	\$ 288	\$ 576
D	3	4 cubic yards	2 per week	\$ 576	\$ 1728
E	2	6 cubic yards	1 per week	\$ 432	\$ 864
F	1	6 cubic yards	2 per week	\$ 864	\$ 864
G	1	6 cubic yards	3 per week	\$ 1296	\$ 1296
H	50	Sidewalk Cans	3 per week	\$ 75	\$ 3750

(June to August or as listed on attached sheet)

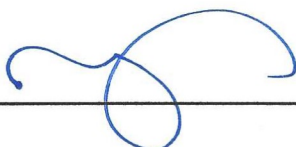
ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST EACH/MONTH	TOTAL
I	1	3 cubic yards	3 per week	\$ 648	\$ 648
J	2	6 cubic yards	2 per week	\$ 864	\$ 1728

DUMPSTER FOR AS NEEDED PROGRAMS

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST W/ DISPOSAL	TOTAL
K	1	10 cubic yards	as needed	\$ 400	\$ 400
L	1	15 cubic yards	as needed	\$ 490	\$ 490
M	1	20 cubic yards	as needed	\$ 550	\$ 550
N	1	30 cubic yards	as needed	\$ 745	\$ 745
O	1	40 cubic yards	as needed	\$ 900	\$ 900

Bidder's Name:	Mohawk Refuse	
Address:	1841 Probert Rd	
City, State, Zip:	Jackson, MI, 49243	
Telephone:	517-358-3244	
Fax:		
Email Address:	mohawkrefuse@gmail.com	
Federal ID Number:	375922699	
Bid Signed By:	Michael Caligiuri	Print or Type
Title:	owner	

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

By  _____ Its owner _____

				Grainger Waste Services, Inc. 16980 Wood Rd. Lansing, MI 48906	Mohawk Refuse 1841 Probert Rd. Jackson, MI 49203
ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST EACH/MONTH	COST EACH/MONTH
A	1.00	2 cubic yards	daily	\$260.00	\$720.00
B	1.00	3 cubic yards	3 per week	(*4YD) \$173.00	\$648.00
C	2.00	4 cubic yards	1 per week	\$86.00	\$288.00
D	3.00	4 cubic yards	2 per week	\$173.00	\$576.00
E	2.00	6 cubic yards	1 per week	\$104.00	\$432.00
F	1.00	6 cubic yards	2 per week	\$208.00	\$864.00
G	1.00	6 cubic yards	3 per week	\$312.00	\$1,296.00
H	50.00	Sidewalk Cans	3 per week	\$975.00	\$75.00
			TOTAL	\$2,118.00	\$4,899.00
			(June to August or as listed on attached sheet)		
ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST EACH/MONTH	COST EACH/MONTH
I	1.00	3 cubic yards	3 per week	N/A sub 4YD \$173.00	\$648.00
J	2.00	6 cubic yards	2 per week	\$208.00	\$1,728.00
			TOTAL	\$381.00	\$2,376.00
			DUMPSTER FOR AS NEEDED PROGRAMS		
ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST W/ DISPOSAL	COST W/ DISPOSAL
K	1.00	10 cubic yards	as needed	\$75.00	\$400.00
L	1.00	15 cubic yards	as needed	\$112.00	\$490.00
M	1.00	20 cubic yards	as needed	\$150.00	\$550.00
N	1.00	30 cubic yards	as needed	\$225.00	\$745.00
O	1.00	40 cubic yards	as needed	\$300.00	\$900.00



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: 2025 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Renewal Contract.

Recommendation:

Approve the 2025 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Renewal Contract for \$269,570.43 to Picture Perfect Lawn Care LLC of Concord, Michigan.

Approve the 2025 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Contract for \$269,570.43 to Picture Perfect Lawn Care LLC of Concord, Michigan.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: January 14, 2025

RECOMMENDATION: Approve the 2025 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Renewal Contract for \$269,570.43 to Picture Perfect Lawn Care LLC of Concord, Michigan.

ISSUE STATEMENT

The City of Jackson started a mowing and irrigation contract for Parks, Trails, Downtown, and Cemeteries in 2014. In 2020, we entered into an agreement with Picture Perfect Lawn Care LLC for the year 2020 and thereafter renewed a year at a time for 6 years with an increase of 3% each year.

DESCRIBE THE CONSEQUENCES

The mowing and irrigation contract is integral to ensuring quality work in our highly used public areas in the most effective way possible. In 2010, we had a staff of 43 and only mowed parks and cemeteries with the help of outside groups. Today, we have six staff, and we do not own any mowing equipment. The contract is an excellent extension of the department and helps us achieve our goals quickly.

OWNERSHIP

The Mowing and Irrigation Contract includes over 76 acres within 28 parks, 1 Fire Station, 93 acres of cemetery property (including 50,000 graves that are trimmed weekly), weed control, several miles of trails, and our downtown district grass areas, several irrigation locations, leaves, and three roundabouts.

SOLUTION

The Parks, Cemeteries, and Trail department requests acceptance of this important contract, which will help the department achieve its goals most economically and effectively possible.

FACILITATE IMPLEMENTATION

Approve the 2025 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Renewal Contract for \$269,570.43 to Picture Perfect Lawn Care LLC of Concord, Michigan.

ATTACHMENTS

1. 2023 Parks Mowing Contract

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: February 21, 2023
SUBJECT: Award the Parks, Cemeteries and Downtown mowing and irrigation contract to Picture Perfect Lawn Care LLC. of Concord, Michigan in the amount of \$261,718.87.

Recommendation:

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

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Parks, Cemeteries and Downtown mowing and irrigation contract.

We recommend approval of contract to Picture Perfect Lawn Care LLC. of Concord, Michigan and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: February 21, 2023

RECOMMENDATION: Award the Parks, Recreation, Cemeteries and Downtown Mowing and Irrigation contract to Picture Perfect Lawn Care LLC. of Concord, Michigan in the amount of \$261,718.87.

SUMMARY

The City of Jackson Parks, Recreation and Cemeteries Department recommend and City Council approved the lowest bid from Picture Perfect of Concord, Michigan on March 17, 2020. The agenda item allotted for approval of (6) 1 year renewals with an increase of 3% each year.

BUDGETARY CONSIDERATIONS

2020	Picture Perfect Lawn Care, LLC.	\$223,046	Original Bid
2021	Picture Perfect Lawn Care, LLC	\$229,738.38	(1) Year Renewal
2022	Picture Perfect Lawn Care LLC.	\$256,348.31	(2) Year Renewal
2023	Picture Perfect Lawn Care LLC.	\$261,718.87	(3) Year Renewal

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Parks, Recreation and Cemeteries Department started contract mowing in 2014 in the Parks and Cemeteries. Since that time we have added more park areas, downtown landscape, parking lots irrigation, edging, irrigation covers, new park, and weed whipping of Mt. Evergreen Cemetery and instituted the use of organic weed control.

DISCUSSION OF THE ISSUE

The mowing and irrigation contract is an important part of assuring quality work in highly used public areas in the most effective and efficient way.

POSITIONS

Requested action is to award the mowing and irrigation contract to Picture Perfect Lawn Care LLC. of Concord, Michigan in the amount of \$261,718.87.

PROPOSAL

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

Date: 2-19-20

In compliance with your invitation for bids dated 2-12-20
to perform 2020 CITY OWNED LOT MOWING; 2020 H4HH LOT MOWING; 2020
CITY GROUNDS MAINTENANCE; 2020 PARKS, CEMETERY AND DOWNTOWN
MOWING AND IRRIGATION

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

1. individual, resident of Grass Lake
doing business as Picture Perfect Lawn Care
at 252 Borch Rd, Grass Lake, MI 49240
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of _____
organized and existing under the laws of the State of _____
with offices at _____
(strike inapplicable clauses)

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

FEDERAL ID# 90-0857676

(Corporate Seal, if applicable)

Name of Bidder:

Picture Perfect Lawn Care

Signed By:

Jem N Ecelita

Its:

Owner

BID SHEET

DATE:

PROPOSAL FOR: 2020 CITY OWNED LOT MOWING; 2020 H4HH LOT MOWING; 2020 CITY GROUNDS MAINTENANCE; 2020 PARKS, CEMETERY AND DOWNTOWN MOWING AND IRRIGATION

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

Ladies and Gentlemen:

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

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

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

Addendum No.

Date

one (1)

2-19-20

SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

DIVISION I: 2020 CITY-OWNED LOT MOWING - 561 LOTS					
ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	TOTAL COST (A x B)
1	1-5,000 Square Feet	LOT	204	30-	6,120-
2	5,001 - 10,000 Square Feet	LOT	308	40-	12,320-
3	10,001 - 20,000 Square Feet	LOT	37	50-	1,850-
4	20,001 - 43,560 Square Feet (up to 1 acre)	LOT	12	80-	960-
5	Over 43,561 Square Feet (per 1 acre)	ACRE	1	100-	100-
6	Noxious Weeds/Extra Work Hourly rate for 2-person crew and equipment	HR/RATE	20	75-	1,500-
TOTAL (LINES 1-6)				\$	27,560-
TOTAL BID WRITTEN OUT: <i>Twenty Seven Thousand, Five Hundred + Sixty Dollars</i>					

DIVISION II: 2020 H4HH LOT MOWING - 253 LOTS					
ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	TOTAL COST (A x B)
1	1-5,000 Square Feet	LOT	100		No Bid
2	5,001 - 10,000 Square Feet	LOT	143		
3	10,001 - 20,000 Square Feet	LOT	9		
4	20,001 - 43,560 Square Feet (up to 1 acre)	LOT	1		✓

5	Over 43,561 Square Feet (per 1 acre)	ACRE	1	
6	Noxious Weeds/Extra Work Hourly rate for 2-person crew and equipment	HR/RATE	10	
TOTAL (LINES 1-6)				\$ No Bid
TOTAL BID WRITTEN OUT:				

DIVISION III: 2020 CITY GROUNDS MAINTENANCE					
ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	TOTAL COST (A x B)
1	1-5,000 Square Feet	LOT	18	30	540 ⁰⁰
2	5,001 - 10,000 Square Feet	LOT	7	40	280 ⁰⁰
3	10,001 - 20,000 Square Feet	LOT	12	50	600 ⁰⁰
4	20,001 - 43,560 Square Feet (up to 1 acre)	LOT	8	80	640 ⁰⁰
5	Over 43,561 Square Feet (per 1 acre)	ACRE	4	100	400 ⁰⁰
6	Noxious Weeds/Extra Work Hourly rate for 2-person crew and equipment	HR/RATE	10	75	750 ⁰⁰
TOTAL (LINES 1-6)				\$	3,210 ⁰⁰
TOTAL BID WRITTEN OUT: Three Thousand Two Hundred & Ten Dollars					

2020 PARKS, CEMETERY AND DOWNTOWN MOWING AND IRRIGATION

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
A. PARK MOWING						
1	Beech Tree Park	400 Blackstone	1.1	28	40	1,120
2	Best Field	1304 Lewis St.	3.8	28	148	4,144
3	Betsy Butterfield Park	2101 S. West Avenue	0.4	28	44	1,232
4	Bloomfield Park	1302 W. Michigan	2.2	28	98	2,144
5	Bucky Harris Park	190 W. Michigan Ave	0.1	56	40	2,240
6	Elnora Moorman Plaza	152 E. High St.	0.5	28	80	2,240
7	Emma Nichols Garden	Michigan Ave/Next to Veritas	0.3	28	30	840
8	Exchange Park	300 E. Mansion St.	3.5	28	106	2,968
9	Friendship Park	1039 Chittock St	0.1	28	35	980
10	Ganson St. Park	638 W. Ganson St.	0.2	28	40	1,120
11	Governor Austin Blair Park	600 S. Jackson St.	1	28	49	1,372
12	Grand River Memorial Park	Louis Glick/Mechanic St.	0.1	28	37	1,036
13	Grover Leake Park	152 E. Prospect St	1.5	28	40	1,120
14	Horace Blackman Park	212 W. Michigan Ave	1.2	56	78	4,368
15	Howard Woods Complex	1107 Adrian St. (MLK Center)	6.5	35	151	5,285

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
A. PARK MOWING CONTINUED						
16	Kiwanis Park	1521 Blakely	1.1	28	58	1,624
17	Lions Park	1025 N. Blackstone	4	28	118	3,304
18	Loomis Park	210 Gilbert St	13.4	35	280	9,800
19	New Leaf Park	1930 Fourth Street	0.4	28	35	980
20	Norm Creger Park	300 S. Pleasant St.	0.5	28	35	980
21	Optimist Park	933 N. West Ave	5	28	140	3,920
22	Rev. George Wade Park	1100 Plymouth St	0.4	28	38	1,064
23	Rotary Park	1413 Deyo St.	1.6	28	71	1,988
24	Under the Oaks	418 Second St.	0.1	28	35	980
25	William Nixon Park	400 E. North St.	6.8	28	190	5,320
26	Withington Park	410 W. Michigan Ave.	1	56	93	5,280
TOTAL PARK MOWING ITEM NUMBERS 1-26						68,049 A
B. CEMETERIES MOWING						
27	Mt Evergreen Cemetery	1047 Greenwood Ave.	26.5	35	775	27,125
28	Woodland Cemetery	2615 MLK Jr. BLVD	52.9	35	1,300	45,500
TOTAL CEMETERY MOWING ITEM NUMBERS 27-28						72,625 B

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
C. EXTRA MOWING LOCATIONS (MAY ADD TO OR TAKE AWAY FROM)						
29	Trail System	Weatherwax-Monroe	6miles	28	480	13,440
30	Large Field	Behind Mulch School	3	28	180	5,040
31	3 Vacant Lots near Lions Park	1025 N. Blackstone	3	28	105	2,940
32	Nixon Park Ball Diamonds 3 & 4	400 E. North ST.	3	28	105	2,940
33	Ball Field at MLK Center	1107 Adrian St.	1	28	105	2,940
34	Parking lot 18 (Rose Sculpture)	Corner of Washington & Cooper	.1	28	38	1,064
35	Fire Station	Prospect and Milwaukee	.1	28	30	840
36	Fire Station	Pleasant and Pringle	.1	28	35	980
37	Michigan Ave	Downtown Corridor	.5	28	210	5,880
38	W. Michigan Ave Trail	Louis Glick to Brown St.	1 mile	20	50	1,000
39	Downtown Bump Outs		.1	28	200	5,600
40	Pearl St Parking lot	Off of Pearl St.	.1	28	95	2,660
41	Kibby Round About	Kibby Rd included BLVD	.1	28	55	1,540
42	Parking lot 6	Old Vermulens lot	.1	30	50	1,400
43	Lofts on Louis	Off of Louis Glick	.1	28	48	1,344
44	City Hall Parking Lot	Behind City Hall	.1	28	35	980
TOTAL EXTRA MOWING ITEM NUMBERS 29-44					\$	50,588 c

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
D. PARK FERTILIZATION						
45	Beech Tree Park	400 Blackstone	1.1	1	40	40
46	Best Field	1304 Lewis St.	3.8	2	N/A	—
47	Betsy Butterfield Park	2101 S. West Avenue	0.4	2	50	100
48	Bloomfield Park	1302 W. Michigan	2.2	2	50	100
49	Bucky Harris Park	190 W. Michigan Ave	0.1	2	35	70
50	Elhara Moorman Plaza	152 E. High St.	0.5	2	40	80
51	Emma Nichols Garden	Michigan Ave/Next to Veritos	0.3	3	35	105
52	Friendship Park	1039 Chittock St	0.1	2	N/A	—
53	Ganson St. Park	638 W. Ganson St.	0.2	2	45	90
54	Governor Austin Blair Park	600 S. Jackson St.	1	2	55	110
55	Grover Leake Park	152 E. Prospect St	1.5	2	40	80
56	Grand River Memorial Park	Louis Glick/Mechanic St.	0.1	2	35	70
57	Horace Blackman Park	212 W. Michigan Ave	1.2	3	105	315
58	Howard Woods Complex	1107 Adrian St. (MLK Center)	6.5	3	50	150
59	Kiwanis Park	1521 Blakely	1.1	2	75	150
60	Lions Park	1025 N. Blackstone	4	2	160	320
61	Loomis Park	210 Gilbert St	13.4	2	60	120
62	New Leaf Park	1930 Fourth Street	0.4	2	35	70

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
D. PARK FERTILIZATION CONTINUED						
63	Norm Cregar Park	300 S. Pleasant St.	0.5	2	35	70
64	Optimist Park	933 N. West Ave	5	2	150	300
65	Rev. George Wade Park	1100 Plymouth St	0.4	2	40	80
66	Rotary Park	1413 Devo St.	1.6	2	50	100
67	Under the Oaks	418 Second St.	0.1	2	35	70
68	William Nixon Park	400 E. North St.	6.8	2	250	500
69	Withington Park	410 W. Michigan Ave.	1	2	90	180
TOTAL PARK FERTILIZATION ITEMS 46-69						3,270 D
E. CEMETERIES FERTILIZATION -- ALONG COMMON AREAS AND ALONG STREETS ONLY						
70	Mt Evergreen Cemetery	1047 Greenwood Ave.	1.5	2	140	280
71	Woodland Cemetery	2615 MLK Jr. BLVD	3	2	190	380
TOTAL CEMETERY FERTILIZATION ITEMS 70-71						660 E
F. PARK EDGING -- to be performed June, August and October -- or as requested -- SIDEWALKS AND CURBS ONLY						
72	Beech Tree Park	400 Blackstone	1.1	3	35	105
73	Betsy Butterfield Park	2101 S. West Avenue	0.4	3	35	105
74	Bloomfield Park	1302 W. Michigan	2.2	3	35	105
75	Bucky Harris Park	190 W. Michigan Ave	0.1	3	28	84
76	Elnora Moorman Plaza	152 E. High St.	0.5	3	35	105

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
F. PARK EDGING - to be performed June, August and October - or as requested - SIDEWALKS AND CURBS ONLY						
77	Emma Nichols Garden	Michigan Ave/Next to Veritas	0.3	3	23	69
78	Friendship Park	1039 Chittock St	0.1	2	15	30
79	Ganson St. Park	638 W. Ganson St.	0.2	3	35	105
80	Governor Austin Blair Park	600 S. Jackson St.	1	3	53	159
81	Grand River Memorial Park	Louis Glick/Mechanic St.	0.1	3	N/C	—
82	Grover Leake Park	152 E. Prospect St	1.5	3	35	105
83	Horace Blackman Park	212 W. Michigan Ave	1.2	3	63	189
84	Howard Woods Complex	1107 Adrian St. (MLK Center)	6.5	3	63	189
85	Kiwanis Park	1521 Blakely	1.1	3	63	189
86	Lions Park	1025 N. Blackstone	4	3	50	150
87	Loomis Park	210 Gilbert St	13.4	3	75	225
88	New Leaf Park	1930 Fourth Street	0.4	3	23	69
89	Norm Cregar Park	300 S. Pleasant St.	0.5	3	35	105
90	Optimist Park	933 N. West Ave	5	2	35	105
91	Rev. George Wade Park	1100 Plymouth St	0.4	3	28	84
92	Rotary Park	1413 Deyo St.	1.6	3	35	105
93	Under the Oaks	418 Second St.	0.1	3	25	75
94	William Nixon Park	400 E. North St.	6.8	3	75	225

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
F. PARK EDGING - to be performed June, August and October - or as requested - SIDEWALKS AND CURBS ONLY						
95	Withington Park	410 W. Michigan Ave.	1	3	63	189
TOTAL PARK EDGING ITEMS 72-95						
						2,871 F
G. CEMETERIES EDGING - TO BE PERFORMED JUNE, AUGUST AND OCTOBER - SIDEWALKS AND CURBS ONLY						
96	MI Evergreen Cemetery	1047 Greenwood Ave.	1.5	3	75	225
97	Woodland Cemetery	2615 MLK Jr. BLVD	3	3	35	105
TOTAL CEMETERY EDGING ITEMS 96-97						
						330 G
IRRIGATION SERVICES - *Irrigation should include price of Startup, Monthly check up, adjustments as needed and Winterization						
H. PARK IRRIGATIONS						
98	Betsy Butterfield Park	2101 S. West Avenue	0.4	3	50	150
99	Bucky Harris Park	190 W. Michigan Ave	0.1	3	50	150
100	Elnora Moorman Plaza	152 E. High St.	0.5	3	50	150
101	Emma Nichols Garden	Michigan Ave/Next to Veritos	0.3	3	50	150
102	Governor Austin Blair Park	600 S. Jackson St.		3	70	210
103	Grover Leake Park	152 E. Prospect St		3	50	150
104	Grand River Memorial Park	Louis Glick/Mechanic St.		3	50	150
105	Horace Blackman Park	212 W. Michigan Ave		3	70	210
106	Kibby Round About	Kibby Road		3	50	150
TOTAL PARK IRRIGATION ITEMS 98-106						
						1,770 H

ITEM NUMBER	PROPERTY	LOCATION	SIZE	ESTIMATED WEEKLY MOWS (A)	PRICE PER MOW (B)	ANNUAL COST FOR MOWING (A x B)
I. OTHER IRRIGATION						
107	Michigan Ave Corridor	First to Blackstone		3	50	150
108	S Jackson Street	Downtown Cortland to Mich Ave		3	50	150
109	Michigan Ave Corridor	Blackstone-Mechanic		3	50	150
110	Michigan Ave Corridor	Mechanic-MLK Blvd		3	50	150
111	Grand River Parking Lot	Off of Mechanic & Pearl St		3	50	150
112	Pearl St. Parking Lot	Off of Pearl Streets		3	90	270
113	Lofts on Louis Parking Lot	Off of Louis Glick		3	N/A	—
114	City Hall Parking Lot	Behind City Hall/ Cortland		3	50	150
115	Kitchen Incubator	Cortland Street		3	50	150
TOTAL OTHER IRRIGATION ITEMS 107-115						1,320
J. ORGANIC WEED CONTROL						
116	Woodland Cemetery	2615 MLK Jr. Drive		3	2,850	8,550
117	Downtown	DDA District		3	300	900
118	Parking Lots Downtown	DDA District		3	500	1,500
119	Parks	Sidewalks/Parking lots		3	N/C	—
TOTAL ORGANIC WEED CONTROL ITEMS 116-119						10,950

K. MISCELLANEOUS			
120	Mulching-Spring		\$40 Per Man RATE PER HOUR
121	Leaf pick up-Spring and Fall		\$40 Per Man RATE PER HOUR
121	Line Trimming - Mt. Evergreen Cemetery 8x per year	\$1,365 x 8 =	\$10,920

SUMMARY			
A. PARK MOWING		68,049	
B. CEMETERIES MOWING		72,625	
C. EXTRA MOWING		50,588	
D. PARK FERTILIZATION		3,270	
E. CEMETERIES FERTILIZATION		660	
F. PARK EDGING		2,871	
G. CEMETERIES EDGING		330	
H. PARK IRRIGATION		1,770	
I. OTHER IRRIGATION		1,320	
J. ORGANIC WEED CONTROL		10,950	
K. MISC. - LINE TRIMMING - MT. EVERGREEN CEMETERY		10,920	
TOTAL A-K		223,353.	
K. MISC. - MULCHING - SPRING		\$40 per man	RATE PER HOUR
K. MISC. - LEAF PICKUP - SPRING AND FALL		\$40 per man	RATE PER HOUR

Bidders Name:	Picture Perfect Lawn Care, LLC
Address:	252 Burtch Rd
City, State, Zip:	Grass Lake MI 49240
Telephone:	517-392-1044
Fax:	N/A
Email Address:	Pictureperfect.lawn care @ yahoo.com
Federal ID Number:	90-0857676
Bid Signed By:	<i>Jermi M Eccleton</i> Jermi Eccleton Print or Type
Title:	owner

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

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

By *Jermi M Eccleton* Its owner

CONTRACT COMPLIANCE

DATE: February 19, 2020
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

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

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

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

Dated: 2-19-20 By: Picture Perfect Lawn Care
(Company)
By: Owner
(Title)
252 Burtch Rd
Address
Grass Lake
City
Mi.
State

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

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

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.
5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

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

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

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

NAME OF BIDDER:

Picture Perfect Lawn Care, LLC

ADDRESS:

252 Burch Rd

SIGNED BY:

Grass Lake, MI 49240

TITLE:

owner

DATE:

2-19-20

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 2-19-80 By: Picture Perfect Lawn Care, Inc
 (Name of Bidder)
 By: D. J. J. J. (Title)
 Address 852 Burch Rd
 City Grass Lake
 State MI

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
COUNTY OF Jackson) ss

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

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

Dated: 2-21-20 By: Picture Perfect Lawn Care
(Company)

By: Jemi Eccleton owner
(Title)

Subscribed and sworn to before me, a Notary Public, this 21 day of Feb.,
2020.

Kathryn Walker
Notary Public, Jackson County,
My commission expires: 4-28-2025

KATHRYN WALKER
NOTARY PUBLIC, Jackson County, MI
Commission Expires Apr. 18, 2025

REQUIRED INFORMATION

**IF THESE ITEMS ARE LEFT BLANK, YOUR BID WILL BE CONSIDERED
NON-RESPONSIVE AND NOT READ**

EQUIPMENT LIST

Contractor shall submit to the City a detailed list of all equipment available for use on this contract. Please provide extra sheets if necessary.

The Contractor shall have the following equipment available in sufficient quantity to outfit a minimum of two 2-man crews, to complete the contract in the time limit specified. All equipment licensed for use on public streets shall have the company name clearly displayed at all times.

EQUIPMENT LIST FOR 2020 CITY OWNED LOT MOWING, 2020 H4HH LOT MOWING 2020 CITY GROUNDS MAINTENANCE

- A. Pickup truck and trailer as necessary for each crew to carry equipment to and from properties and carry away grass and debris.
- B. Low profile tractor with adequate horsepower to operate attached mower in conditions of three (3) foot high grass and weeds. Tractor shall be of size and maneuverability to allow mowing on lots of residential size with significant obstacles.
- C. Commercial grade gas powered nylon string trimmer.
- D. Push Mower
- E. All incidental hand tools to include but not limited to: broom, rakes, saws and loppers capable of cutting 3" diameter brush.
- F. Camera capable of taking digital photographs. Each crew shall have a camera. Camera should automatically date the photo.
- G. Owner, crew leader or other person designated in charge shall have at all times, a cellular phone available so City Representative may contact him/her at all times while work on this contract is in process.
- H. Brush hog rotary or flail mowers mountable on a three-point hitch which is capable of cutting a minimum four (4) foot width or approved equal needs to be available to the contractor in the event it is warranted for a property.

EQUIPMENT LIST FOR 2020 PARKS, CEMETERY AND DOWNTOWN MOWING AND IRRIGATION

- A. Zero turn mower, or equivalent, with a 60" deck minimum with turf tires
- B. 72" front deck mowers, with turf tires
- C. Out-front rotary, or equivalent, with a 60" deck minimum with turf tires
- D. Walk-behind, self-propelled rotary mowers without sulkies, with a mowing deck no larger than 60"
- E. Trim push mower not to exceed 25" in effective cutting deck
- F. Blowers, either back-pack or hand-held units
- G. Mechanical trimming machines such as weed whips
- H. Vehicle(s) capable of pulling a lawn/landscape trailer carrying equipment
- I. All safety equipment (chains, binders, bungy cords) necessary to transport mowing equipment safely that is hauled on trailers

- J. Properly licensed vehicles and equipment with contractor information legible on the vehicle.

5 Pick up Trucks - ranging from 2016-2017
5 Trailers - (3) enclosed (2) Flatbed ranging from 18 ft to 34 ft
1 Large Turf Mower (Hustler Super 104) 104" cut
8 Zero turn Mowers ranging from 42" to 72" cut
2 Davis Design Custom build Mowers 78"
6 Back Pack blowers
6 Line Trimmers
4 Mechanical Edgers for walkway edging
4 Fertilizer Spreaders
1 100 gallon liquid Fertilizer Spray System
6 back pack + hand held tanks for organic weed
4 Push Mowers ranging - 20" to 25" control

**MUST PROVIDE PROOF OF CHAUFFEURS LICENSE
(ATTACH COPY) MUST BE MINIMUM OF TWO DRIVERS**

↑ not required in our industry ↑

REFERENCES

Please provide three (3) commercial references. Must include name, contact person, telephone number, email address and detailed description of work performed. For 2020 City Owned Lot Mowing, 2020 H4HH Lot Mowing and 2020 City Grounds Maintenance the Contractor shall have a minimum of two (2) years' experience in conducting similar mowing operations. For the 2020 Parks, Cemetery And Downtown Mowing And Irrigation contract the Contractor shall have at least five (5) years of experience providing commercial mowing and irrigation contract services with Parks, Downtown Landscape and Cemeteries and four (4) commercial professional references.

REFERENCE NO. 1	
NAME:	City of Jackson
CONTACT PERSON:	Kelli Hoover
TELEPHONE:	
EMAIL ADDRESS:	KHoover@cityofjackson.org
WORK PERFORMED:	Cemeteries + Park Contract 2014 - 2019

REFERENCE NO. 2	
NAME:	Jackson Readiness Center
CONTACT PERSON:	Paul Drake
TELEPHONE:	517-990-1143
EMAIL ADDRESS:	
WORK PERFORMED:	mowing National Guard Armory facility, Jackson, MI

REFERENCE NO. 3	
NAME:	Jax Naz Church
CONTACT PERSON:	Darren Brodbeck, Christina Bristow
TELEPHONE:	517-782-0784
EMAIL ADDRESS:	christinabristow@jaxnaz.com
WORK PERFORMED:	Mowing Large complex, ball field, Special Projects, + Fertilize

REFERENCE NO. 4	
NAME:	City of Jackson - DPW
CONTACT PERSON:	Todd Knepper
TELEPHONE:	?
EMAIL ADDRESS:	?
WORK PERFORMED:	Mowing, line trimming, Spring & Fall clean up - wwtp, wtp, lift stations, water towers

RIGHT TO KNOW CONTRACTOR RELEASE FORM
--

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

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

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

Dated 2-19-20

Jemi Eccleton
Signature



City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name <u>Jemi Eculeton</u>	Company <u>Picture Perfect Lawn Care, LLC</u>
Telephone <u>517-392-1044</u>	Email Address <u>pictureperfect.lawn care@yahoo.com</u>

Contract or matter pending with the City:

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

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

Property address:

N/A

Property interest:

N/A

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City

N/A

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

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

regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: N/A

Property interest: _____

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

Relative name: N/A

City Department: _____

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

Name of Candidate: N/A

Amount of Campaign Contribution: _____

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

N/A

Additional information regarding any of the above:

N/A

☒ None of the above apply.

Dated:

Jennifer Eccles
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 21 day of Feb, 2020.
By Kathryn Walker

Kathryn Walker

KATHRYN WALKER
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Apr. 18, 2025

P 27 of 27



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 14, 2025
SUBJECT: Resolution – MDOT Contract for Traffic Signal Modernizations.

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal modernizations on Morrell Street at the intersection with Brown Street and the intersection with Wisner Street and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of a resolution for an MDOT contract as described.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal modernizations on Morrell Street at the intersection with Brown Street and the intersection with Wisner Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has secured federal Local Safety Program grant funds with the Michigan Department of Transportation (MDOT) to modernize traffic signals to meet current standards on Morrell Street at the intersection with Brown Street and at the intersection with Wisner Street.

DESCRIBE THE CONSEQUENCES

The existing signals are antiquated equipment with signals hung from diagonal span wires. The existing signal at Brown Street also lacks pedestrian signals. If the contract is not approved and the work is deferred, the signals will continue to age and deteriorate. The subject project will upgrade all signals to be mast arm hung box span type with pedestrian signals and upgraded sidewalk ramps to comply with Americans with Disabilities Act (ADA) requirements.

The Local Safety Program grant will pay for 90% of the costs for the traffic signal modernizations to a maximum of \$643,700. The subject traffic signals have already aged beyond their service life expectancy and no longer meet current standards. Therefore, they need to be upgraded either now or in the future. By doing the project now, the grant funds will cover most of the cost and therefore reduce the cost that the City will have to pay if the project is deferred.

OWNERSHIP

Engineering is responsible for capital improvement projects to the City's infrastructure and the maintenance of traffic signals. Therefore, Engineering identified the Local Safety Program grant opportunity as a way to fund the much needed signal modernizations, made the application and secured the grant funding.

SOLUTION

For the grant funding to be expended and the signal modernization project to be constructed, the attached resolution to enter into a contract with MDOT must be approved by City Council and the Mayor and Clerk authorized to sign.

FACILITATE IMPLEMENTATION

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for traffic signal modernizations on Morrell Street at the intersection with Brown Street and the intersection with Wisner Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering MDOT Morrell Sig ATT

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the traffic signals on Morrell Street at the intersection with Brown Street and the intersection with Wisner Street are in need of modernization; and

WHEREAS, a project to modernize these signals has been developed through the Michigan Department of Transportation to utilize Local Safety Program grant funds; and

WHEREAS, the project is broken down into two parts:

Part A – signal modernization on Morrell Street at Brown Street and at Wisner Street; including mast arms, concrete sidewalk, curb, curb ramps, controllers and cabinets, street lights, case signs, optical priority control system, backplates, countdown pedestrian signals, permanent signing and pavement markings.

Part B – galvanized coating of Part A support structures, pedestal painting and project cleanup.

WHEREAS, the project has received federal funding for 90% for Part A to a maximum of \$643,700; and

WHEREAS, the cost-participation agreement and contract number 24-5509 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$761,050 with the federal share being \$643,700 and the City share being \$117,350.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the modernization of the signals on Morrell Street at the intersection with Brown Street and at the intersection with Wisner Street; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 24-5509 with the Michigan Department of Transportation; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the contract 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 14th day of January, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of January, 2025.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

HSIP

DA

Control Section	HSIP 38000
Job Number	220137CON
Project	25A0115
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5509

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 9, 2024, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Signal modernization along Morrell Street at Brown Street and at Wisner Street; including mast arms, concrete sidewalk, curb, curb ramps, controller and cabinets, street lights, case signs, optical priority control system, backplates, countdown pedestrian signals, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Galvanized coating of support structures, pedestal painting and project cleanup along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

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HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

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- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$643,700 or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

- 7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

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16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



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December 9, 2024

EXHIBIT I

CONTROL SECTION	HSIP 38000
JOB NUMBER	220137CON
PROJECT	25A0115

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$742,000	\$ 19,050	\$761,050

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$742,000	\$ 19,050	\$761,050
Less Federal Funds*	<u>\$643,700</u>	<u>\$ 0</u>	<u>\$643,700</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 98,300	\$ 19,050	\$117,350

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, 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, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: MDOT Annual Permit for Miscellaneous Operations – Performance Resolution.

Recommendation:

Approve a Performance Resolution for Municipalities for the 2025 Annual Application and Permit for Miscellaneous Operations within State Highway Right-of-Way, authorize the City Clerk to sign the resolution document and authorize the City Engineer to execute the annual permit.

Attached is a report from Troy R. White, City Engineer, requesting approval for a resolution as described.

I recommend approval. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve a Performance Resolution for Municipalities for the 2025 Annual Application and Permit for Miscellaneous Operations within State Highway Right-of-Way, authorize the City Clerk to sign the resolution document and authorize the City Engineer to execute the annual permit.

ISSUE STATEMENT

A permit from the Michigan Department of Transportation is required for work by City of Jackson personnel to work within state controlled highway right-of-way. This applies to work on state highway right-of-way to repair and maintain city operated water, sewer and lighting systems and for the use of state highways for traffic detours around closures of city controlled major streets for construction activities. This permit is obtained annually for each calendar year. The approval of the attached Performance Resolution for Municipalities is an MDOT requirement for the annual permit.

DESCRIBE THE CONSEQUENCES

City of Jackson personnel will inevitably be called on the perform work within MDOT controlled state highway right-of-way. As such, the annual Permit for Miscellaneous Operations within State Highway Right-of-Way is essential.

OWNERSHIP

Engineering and the Department of Public Works coordinate and cooperate with MDOT personnel on a regular basis on maintenance and traffic control issues that impact MDOT controlled state highways. The City has a contract with MDOT to perform maintenance and snow clearing on state highways within the city. Additionally, DPW personnel need to be able to perform work on city water mains, sewers and lighting and Engineering needs to be able to use state highways for detour routes during construction on city-controlled major streets.

SOLUTION

To allow city personnel to continue normal maintenance and detour activities on MDOT controlled state highways, the attached Performance Resolution must be approved to make the

Annual Application and Permit for Miscellaneous Operations with State Highway Right-of-Way complete. The approval of the attached Performance Resolution is an administrative matter of course that is completed each year.

FACILITATE IMPLEMENTATION

Approve a Performance Resolution for Municipalities for the 2025 Annual Application and Permit for Miscellaneous Operations within State Highway Right-of-Way, authorize the City Clerk to sign the resolution document and authorize the City Engineer to execute the annual permit.

ATTACHMENTS

1. Engineering MDOT Permit Res ATT

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way."

RESOLVED WHEREAS, the CITY OF JACKSON
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations; within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY will be solely as for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name	and/or	Title
Jon H. Dowling P.E		City Engineer/Director of Public Works
Randall T. McMunn, P.E.		Assistant City Engineer

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Jackson City Council
(Name of Board, etc)

of the City of Jackson of Jackson
(Name of GOVERNMENTAL AGENCY) (County)

at a Regular meeting held on the 29th November day of

2011 A.D.

Signed _____ Title City Clerk

Print Name Lynn Fessel

Clear Form



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Contract Award for Professional Services - Tree Inventory and Management Plan.

Recommendation:

Approve the award of the Tree Inventory and Management Plan professional services contract to Eocene Environmental Group, Inc. of West Des Moines, Iowa at a cost of \$60,493.17 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Troy White, City Engineer recommending a contract award as described.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve the award of the Tree Inventory and Management Plan professional services contract to Eocene Environmental Group, Inc. of West Des Moines, Iowa at a cost of \$60,493.17 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson was originally constructed with tree-lined streets to create a parklike environment when walking was the primary form of transportation, and to provide shade in a world without air conditioning. Since then, the City's tree stock has aged and sometimes become overgrown while there was a simultaneous disinvestment in neighborhoods and forestry budget reductions to accommodate other priorities. In practice, hazardous trees have gone unaddressed and new plantings have been forgone throughout the city. In many places, this has resulted in a contradictory mix of overgrown and hazardous trees, neglected stumps and areas barren of trees.

To address this deficiency and do "catchup", the City of Jackson obtained a \$757,275 Inflation Reduction Act Urban Community Forestry grant through the United States Department of Agriculture Forest Service to 1) generate a tree management plan based on a field inventory of the existing tree stock, 2) remove hazardous and unhealthy trees, and 3) plant new infill trees over a period of four years.

The subject contract is for a field survey of existing trees and the preparation of a data driven management plan to guide the removal of stumps and hazardous trees, the pruning of trees in need of maintenance and the planting of trees in barren areas. This grant funding is applicable only to trees located within street rights-of-way and not to trees located in parks or on city-owned parcels.

DESCRIBE THE CONSEQUENCES

If unaddressed, the current deficient program will persist and number and severity of hazardous trees in the City's inventory will continue to grow. Failure to utilize these grant funds will delay the much needed removals and require the project to be locally funded when it is inevitably

undertaken.

The results for bids that were submitted on November 26, 2024 are shown in the table below.

Name	Bid	Over/Under	% of Estimate
Engineer's Estimate	\$150,000.00		100%
Eocene Environmental Group, Inc., West Des Moines, IA	\$60,493.17	- \$89,506.83	40%
Davey Resource Group Inc., Novi, MI	\$85,229.24	- \$64,770.76	57%
Top Notch Tree Care, LLC, Leslie, MI	\$106,900.00	- \$43,100.00	71%
ArborPro, Inc., Yorba Linda, CA	\$189,530.00	+ \$39,530.00	126%

This project will be paid for using federal Inflation Reduction Act Urban Community Forestry grant funds.

OWNERSHIP

Unlike bid solicitations, Requests for Qualifications and Proposals (RFQPs) are requested for professional services and are designed to allow the respondents to demonstrate their understanding of the project needs and their qualifications to perform the work. The City follows the Brooks Act for Qualification Based Selection (QBS) in the evaluation of the proposals with some modification to allow for consideration of cost. A point system is used to evaluate proposals and select the most qualified firms that consider experience and qualifications, understanding of the project and method of approach. The proposals were reviewed and rated as follows:

- A) Experience and Qualifications (35%)
- B) Understanding of the Problem (30%)
- C) Method of Approach (35%)

Contractor Name	A	B	C	D	E
Eocene Environmental Group, Inc., West Des Moines, IA	7	4	6	17	3
Davey Resource Group, Inc., Novi, MI	8	5	6	19	2
Top Notch Tree Care, LLC, Leslie, MI	5	2	0	7	4
ArborPro, Inc., Yorba Linda, CA	7	6	9	22	1

SOLUTION

It is recommended that the contract be awarded to Eocene Environmental Group, Inc. of West Des Moines, Iowa, at the bid cost of \$60,493.17. Although not the highest rank, Eocene is fully capable and qualified and did provide the lowest bid.

FACILITATE IMPLEMENTATION

Approve the award of the Tree Inventory and Management Plan professional services contract to Eocene Environmental Group, Inc. of West Des Moines, Iowa at a cost of \$60,493.17 and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Amendment 3 to the Professional Engineering Services contract with Fishbeck.

Recommendation:

Approval of Amendment 3 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$41,376.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

Attached is a report from Troy R. White, Assistant City Engineer, regarding an amendment to the above referenced contract.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approval of Amendment 3 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$41,376.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

ISSUE STATEMENT

Beginning in 2021, an ongoing project has been progressing to rehabilitate the 1924 vitreous clay sanitary sewer pipe that connects the water treatment plant to the city-wide sewage collection network. This antiquated and dilapidated sewer is critical to the operation of the water treatment plant and must be rehabilitated to ensure its continued functionality and reliability.

In December 2021, a 207 foot section of collapsed and blocked sewer was replaced and restored to service. Since then, the sewer has been televised, evaluated and a construction contract awarded to replace another 330 feet of sewer. Shortly, a separate contract will be let to line the remaining 750 feet of sewer.

DESCRIBE THE CONSEQUENCES

When the condition of the sewer was originally discovered, it was approached as a limited and confined problem that could easily be addressed with minimal engineering. Since then, it has been determined that the entirety of the sewer is in need of redress and the project more complex than originally understood. Atypical challenges to simple sewer replacement include inverted sewer runs, high water table, potential ground contamination and a railroad crossing. As a result, the level of service required of the consulting engineers has also escalated. Fishbeck has requested to be compensated for the extra engineering work beyond what was in their original agreement.

OWNERSHIP

Engineering recommends approval of the attached contract Amendment 3 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. Engineering concurs with Fishbeck that the scope of work has been expanded and additional compensation is appropriate.

SOLUTION

What began as a quick emergency project to fix a blocked sewer has grown in scope to rehabilitate the entire sewer. The rehabilitation is now being completed in three separate stages under three separate construction contracts. The corresponding increase in engineering costs is itemized below:

\$182.00	staking survey
\$83,40.00	construction observation and inspection
\$2,484.00	construction engineering
\$566.00	contract administration
\$4,138.00	railroad permits and fees
\$1,214.00	sewer televising
\$7,924.00	sewer condition and analysis and report
<u>\$16,528.00</u>	sewer lining plan and bid document prep
\$41,376.00	total

FACILITATE IMPLEMENTATION

Approval of Amendment 3 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$41,376.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

ATTACHMENTS

1. Engineering Contr Amend 3 - Prof Eng Svs ATT

**AMENDMENT NO. 3
To Contract for
CWSRF Professional Engineering Services Contract
City of Jackson, Michigan**

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

ORIGINAL CONTRACT AMOUNT	\$ 395,000.00
APPROVED AMENDMENT NO. 1	\$ 29,150.00
APPROVED AMENDMENT NO. 2	\$ 36,404.00
CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	\$ 460,554.00
CONTRACT AMENDMENT NO. 3	\$ 41,376.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 3	\$ 501,930.00

REASON FOR AMENDMENT:

To add professional engineering services for added work for railroad coordination, dewatering and the lining of the sanitary sewer that serves the Water Treatment Plant as described in the letter from Fishbeck, Inc. dated December 19, 2024.

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

ACCEPTED BY:

Jeffrey Brown, P.E., Fishbeck

Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

December 19, 2024
Project No. 221228

Troy R. White
Assistant City Engineer
City of Jackson Engineering Division
161 W. Michigan Avenue
4th Floor
Jackson, MI 49204

City of Jackson Water Sanitary Sewer Replacement at Water Treatment Plant Request for Additional Design and Construction Phase Services Budget

The current design and construction budget for the referenced City of Jackson (City) project, including one amendment dated December 5, 2022, for the design of the proposed sanitary sewer replacement at the Water Treatment Plant is \$65,554. This fee includes \$50,274 for design and \$15,280 for construction.

Additional Services

Since that time, additional design services for requested changes and higher than estimated fees from the Railroad and Plummers Environmental have resulted in increased design engineering efforts. Additionally, we believe the changes in the project timeline regarding proposed construction dates will incur some additional fee. The additional services include the following.

- During the proposal phase, Fishbeck estimated the fees and permit costs for the railroad permit. A flagging fee was not included at that time. The final invoiced cost for the permit was slightly higher than estimated.
- During the proposal phase, sewer videoing and dewatering for the sewer videoing were estimated at eight hours a piece. This work was completed by Plummers Environmental and existing damage to the sewer required more time to complete the task than originally estimated.
- Final sewer replacement limits and Sewer Condition Report/Recommendation Memo was completed using information from a sewer video for the City's use. This work was not originally planned.
- Additional bidding documents, drawings, technical specifications, and an estimate for the Sewer Lining project were completed. The proposed lining project will line the existing sewer from Cooper Street to the new manhole being placed with the Sanitary Sewer project just east of the NS Railroad right-of-way. This work was not originally planned.

Additional Fee

Fishbeck proposes the following budget increases due to the revised construction dates for the project.

- The original estimated construction dates for the sewer replacement were in the Fall of 2022. It was estimated the construction would be completed in two weeks. The revised dates in the Progress Clause for the sanitary sewer replacement estimates the work beginning late April or May of 2025 with a new estimated total duration of 28 calendar days.

For the above additional work, Fishbeck proposes the following budget increases. The breakdown of the effort for the revision is as follows.

Design Services	Original Est. Fee	Estimated hours	Requested Increase	Revised Fee
Sewer Survey, Design and Soil Boring	\$25,786	No Change	\$ 0	\$25,786
Railroad Permit, Fees, and Flagging	\$12,868	Invoiced Costs	\$ 4,138	\$17,006
Sewer Dewatering and Videoing	\$11,620	Invoiced Costs	\$ 1,214	\$12,834
Sewer Condition Memo	\$0	40 Hours	\$ 7,924	\$ 7,924
Sewer Lining Construction Documents	\$0	104 Hours	\$16,528	\$16,528
Subtotal Cost	\$50,274		\$29,804	\$80,078
Construction Services	Original Est. Fee	Estimated hours (revised total)	Requested Increase	
Construction Staking	\$ 550	4 Hours	\$ 182	\$732
Construction Inspection	\$ 7,900	140 Hours	\$ 8,340	\$16,240
Construction Supervision and Office Engineering	\$ 4,300	32 Hours	\$ 2,484	\$6,784
Office Technician	\$ 2,530	24 Hours	\$ 566	\$3,096
Subtotal Cost	\$15,280		\$11,572	\$26,852
Total Cost	\$65,554		\$41,376	\$106,930

Fishbeck requests the City to consider increasing our Design and Construction Services budget by Forty-One Thousand Three Hundred Seventy-Six Dollars (\$41,376) to cover the costs for these changes.

If you have any questions or require additional information, please contact me at 616.464.3923 or jnkramer@fishbeck.com.

Sincerely,



Jeremy N. Kramer, PE

Senior Civil Engineer

By email



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Change Order 1 to the 2024 Water Services Replacement contract with Dunigan Brothers, Inc.

Recommendation:

Approve Change Order 1 to the 2024 Water Services Replacement contract with Dunigan Brothers, Inc. in the decreased amount of \$168,752.32 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 1 to the 2024 Water Services Replacement contract.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve Change Order 1 to the 2024 Water Services Replacement contract with Dunigan Brothers, Inc. in the decreased amount of \$168,752.32 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ISSUE STATEMENT

Work for the 2024 Water Services Replacement contract with Dunigan Brothers, Inc. is now complete. As such, the attached balancing Change Order has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIBE THE CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents a decrease of \$168,752.32, bringing the current contract amount to \$965,581.49.

OWNERSHIP

Engineering is responsible for the road reconstruction projects on Martin Luther King, Jr. Drive and Lansing Avenue for fiscal year 2025.

On April 2, 2024, City Council approved the award of the contract to Dunigan Brothers, Inc. of Jackson, Michigan in the amount of \$1,134,333.80. After contract execution, Engineering determined the need to remove Lansing Avenue from the project limits and to add items necessary for sanitary service lead and water service valve repairs within the project limits.

SOLUTION

Engineering has prepared this balancing Change Order 1 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 1 to the 2024 Water Services Replacement contract with Dunigan Brothers, Inc. in the decreased amount of \$168,752.32 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ATTACHMENTS

- 1. Engineering CO 1 - 2024 Wtr Svc Repl ATT

CHANGE ORDER NO. 1
To Contract for
ENG24-01 2024 Water Services Replacement
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT **\$ 1,134,333.80**

CHANGE ORDER NO. 1 **\$ – 168,752.32**

NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1 **\$ 965,581.49**

REASON FOR CHANGE:

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

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Jeffrey D. Crow, P.E.
Assistant City Engineer

ACCEPTED BY:

Dunigan Brothers, Inc.

Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG24-01_2024 WATER SERVICE REPLACEMENTS

BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max (10%)	1.00	-0.10	0.90	LS	\$ 56,700.00	\$ -	\$ (5,670.00)
0002	2030011	Dr Structure, Rem	1.00	0.00	1.00	Ea	\$ 588.60	\$ -	\$ -
0003	2030015	Sewer, Rem, Less than 24 inch	48.00	-48.00	0.00	Ft	\$ 15.70	\$ -	\$ (753.60)
0004	2040020	Curb and Gutter, Rem	157.00	8.50	165.50	Ft	\$ 5.90	\$ 50.15	\$ -
0005	2040021	Curb, Rem	8.00	-8.00	0.00	Ft	\$ 5.90	\$ -	\$ (47.20)
0006	2040055	Sidewalk, Rem	675.00	-427.28	247.72	Syd	\$ 5.90	\$ -	\$ (2,520.95)
0007	2040080	Exploratory Investigation, Vertical	5.00	1.00	6.00	Ft	\$ 102.70	\$ 102.70	\$ -
0008	2047011	_ Driveway Rem	155.00	61.84	216.84	Syd	\$ 5.90	\$ 364.86	\$ -
0009	2047011	_ HMA Surface, Rem, Modified	347.00	322.91	669.91	Syd	\$ 6.40	\$ 2,066.62	\$ -
0010	2047001	_ Pavt Sawcut	589.00	-322.60	266.40	Ft	\$ 4.40	\$ -	\$ (1,419.44)
0011	2050031	Non Haz Contam Matl HandlingandDisp, LM	10.00	-10.00	0.00	Cyd	\$ 59.40	\$ -	\$ (594.00)
0012	2080020	Ero Con, Inlet Protection, Fabric Drop	49.00	-49.00	0.00	Ea	\$ 106.60	\$ -	\$ (5,223.40)
0013	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	53.00	-35.00	18.00	Ea	\$ 63.60	\$ -	\$ (2,226.00)
0014	2090001	Project Cleanup	1.00	-0.10	0.90	LS	\$ 9,490.00	\$ -	\$ (949.00)
0015	3027011	_ Aggregate Base, 8 inch, 21AA, Modified	267.00	30.71	297.71	Syd	\$ 50.10	\$ 1,538.57	\$ -
0016	3060010	Aggregate Surface Cse, 6 inch	59.00	-59.00	0.00	Syd	\$ 27.90	\$ -	\$ (1,646.10)
0017	3060020	Maintenance Gravel	50.00	-35.25	14.75	Ton	\$ 33.00	\$ -	\$ (1,163.32)
0018	4027001	_ Sanitary Sewer Backfill, Class II	109.00	-9.00	100.00	Ft	\$ 1.00	\$ -	\$ (9.00)
0019	4027001	_ Sanitary Sewer, SDR 26 PVC, 8 inch	104.00	-4.00	100.00	Ft	\$ 204.20	\$ -	\$ (816.80)
0020	4027001	_ Sanitary Sewer, SDR 26 PVC, 12 inch	5.00	-5.00	0.00	Ft	\$ 238.40	\$ -	\$ (1,192.00)
0021	4027001	_ Sanitary Sewer, Service Connection beyond 10 feet	84.00	-31.50	52.50	Ft	\$ 90.30	\$ -	\$ (2,844.45)
0022	4037050	_ Mh Cover, Std	3.00	0.00	3.00	Ea	\$ 1,450.00	\$ -	\$ -
0023	4027050	_ Sanitary Manhole, 48 inch dia	3.00	0.00	3.00	Ea	\$ 5,020.00	\$ -	\$ -
0024	4027050	_ Sanitary Sewer, Service Cleanout, 6 inch	2.00	0.00	2.00	Ea	\$ 285.90	\$ -	\$ -
0025	4027050	_ Sanitary Sewer, Service Connection with 8 inch x 6 inch Wye	3.00	-1.00	2.00	Ea	\$ 1,960.00	\$ -	\$ (1,960.00)
0026	5010025	Hand Patching	83.00	-71.00	12.00	Ton	\$ 397.00	\$ -	\$ (28,187.00)
0027	5010033	HMA, 13A	46.00	38.92	84.92	Ton	\$ 303.00	\$ 11,792.76	\$ -
0028	8010005	Driveway, Nonreinf Conc, 6 inch	155.00	3.20	158.20	Syd	\$ 136.50	\$ 436.80	\$ -
0029	8020002	Curb, Conc, Det E2	8.00	-8.00	0.00	Ft	\$ 33.00	\$ -	\$ (264.00)
0030	8020038	Curb and Gutter, Conc, Det F4	41.00	5.50	46.50	Ft	\$ 93.80	\$ 515.90	\$ -
0031	8030044	Sidewalk, Conc, 4 inch	4,937.00	-2,284.81	2,652.19	Sft	\$ 9.40	\$ -	\$ (21,477.21)
0032	8030046	Sidewalk, Conc, 6 inch	719.00	-486.00	233.00	Sft	\$ 13.50	\$ -	\$ (6,561.00)
0033	8032002	Curb Ramp, Conc, 6 inch	64.00	-64.00	0.00	Sft	\$ 20.00	\$ -	\$ (1,280.00)
0034	8120012	Barr,TypeIII,HighInten,DblSided,Ltd,Furn	13.00	-1.00	12.00	Ea	\$ 78.80	\$ -	\$ (78.80)
0035	8120013	Barr,TypeIII,HighInten,DblSided,Ltd,Oper	13.00	-1.00	12.00	Ea	\$ 6.10	\$ -	\$ (6.10)
0036	8120035	Channelizing Device, 42 in, Fluor, Furn	330.00	-220.00	110.00	Ea	\$ 17.00	\$ -	\$ (3,740.00)
0037	8120036	Channelizing Device, 42 in, Fluor, Oper	330.00	-220.00	110.00	Ea	\$ 1.20	\$ -	\$ (264.00)
0038	8120140	Lighted Arrow, Type C, Furn	2.00	-2.00	0.00	Ea	\$ 484.80	\$ -	\$ (969.60)
0039	8120141	Lighted Arrow, Type C, Oper	2.00	-2.00	0.00	Ea	\$ 121.20	\$ -	\$ (242.40)
0040	8120170	Minor Traf Devices	1.00	-0.10	0.90	LS	\$ 10,790.00	\$ -	\$ (1,079.00)
0041	8120310	Sign Cover	1.00	-1.00	0.00	Ea	\$ 24.20	\$ -	\$ (24.20)
0042	8120350	Sign, Type B, Temp, Prismatic, Furn	463.00	71.00	534.00	Sft	\$ 2.40	\$ 170.40	\$ -
0043	8120351	Sign, Type B, Temp, Prismatic, Oper	463.00	71.00	534.00	Sft	\$ 1.20	\$ 85.20	\$ -
0044	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	109.00	-17.50	91.50	Sft	\$ 8.50	\$ -	\$ (148.75)
0045	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	109.00	-17.50	91.50	Sft	\$ 1.20	\$ -	\$ (21.00)
0046	8120370	Traf Regulator Control	1.00	-0.10	0.90	LS	\$ 7,260.00	\$ -	\$ (726.00)
0047	8167011	_ Turf Establishment, Performance	1,523.00	-582.83	940.17	Syd	\$ 11.00	\$ -	\$ (6,411.13)
0048	8237001	_ Water Service Pipe, Cu, 1 inch	2,841.00	-512.50	2,328.50	Ft	\$ 75.20	\$ -	\$ (38,540.00)
0049	8237050	_ Bond Restoration	68.00	-15.00	53.00	Ea	\$ 440.00	\$ -	\$ (6,600.00)
0050	8237050	_ Electrical Permit Acquisition and Compliance	68.00	-15.00	53.00	Ea	\$ 121.20	\$ -	\$ (1,818.00)
0051	8237050	_ Plumbing Permit Acquisition and Compliance	68.00	-15.00	53.00	Ea	\$ 121.20	\$ -	\$ (1,818.00)
0052	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 1 1/2 inch	68.00	-15.00	53.00	Ea	\$ 485.10	\$ -	\$ (7,276.50)
0053	8237050	_ Water Meter	68.00	-15.00	53.00	Ea	\$ 6,320.00	\$ -	\$ (94,800.00)
0054	8237050	_ Water Meter Acquisition and Radio Reading Device Coordination	68.00	-15.00	53.00	Ea	\$ 103.00	\$ -	\$ (1,545.00)
0055	8237050	_ Water Serv, 1 inch	1.00	0.00	1.00	Ea	\$ 4,700.00	\$ -	\$ -
0056	8237050	_ Water Serv, Long, 1 inch	4.00	-4.00	0.00	Ea	\$ 6,010.00	\$ -	\$ (24,040.00)

ENG24-01_2024 WATER SERVICE REPLACEMENTS
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0057	8237050	_ Water Serv, Retire	16.00	-16.00	0.00	Ea	\$ 949.20	\$ -	\$ (15,187.20)
0058	8237050	_ Water Serv, Abandon, 2 inch dia or less	71.00	-18.00	53.00	Ea	\$ 203.40	\$ -	\$ (3,661.20)
0059	8237050	_ Water Service Verification	25.00	16.00	41.00	Ea	\$ 406.80	\$ 6,508.80	\$ -
0060	3027011	_ Aggregate Base, 8 inch, 21AA, Modified, Cat 12	0.00	128.00	128.00	Syd	\$ 50.10	\$ 6,412.80	\$ -
0061	6020104	Conc Pavt, Nonreinf, 8 inch , Cat 12	0.00	23.10	23.10	Syd	\$ 75.00	\$ 1,732.50	\$ -
0062	8237050	_ Water Serv, 1 inch, Cat 10	0.00	3.00	3.00	Ea	\$ 4,700.00	\$ 14,100.00	\$ -
0063	8237050	_ Water Serv, Long, 1 inch, Cat 10	0.00	1.00	1.00	Ea	\$ 6,010.00	\$ 6,010.00	\$ -
0064	8237050	_ Curb Stop Box	0.00	33.00	33.00	Ea	\$ 165.00	\$ 5,445.00	\$ -
0065	2040080	Exploratory Investigation, Vertical , Cat 12	0.00	0.00	0.00	Ft	\$ 102.70	\$ -	\$ -
0066	2050031	Non Haz Contam Matl HandlingandDisp, LM , Cat 12	0.00	0.00	0.00	Cyd	\$ 59.40	\$ -	\$ -
0067	3060020	Maintenance Gravel , Cat 12	0.00	0.00	0.00	Ton	\$ 33.00	\$ -	\$ -
0068	8020038	Curb and Gutter, Conc, Det F4 , Cat 22 Mitchell St	0.00	141.30	141.30	Ft	\$ 93.80	\$ 13,253.94	\$ -
0069	8237051	_ Sanitary Service Repair	0.00	1.00	1.00	LS	\$ 9,879.62	\$ 9,879.62	\$ -
0070	4027050	_ Sewer Bulkhead	0.00	6.00	6.00	Ea	\$ 150.00	\$ 900.00	\$ -
0071	8237051	_ 103 Mitchell Sanitary Service Repair	0.00	1.00	1.00	LS	\$ 5,633.85	\$ 5,633.85	\$ -
0072	5010033	HMA, 13A	0.00	75.02	75.02	Ton	\$ 303.00	\$ 22,731.06	\$ -
0073	8237050	_ Gate Valve, Repair	0.00	1.00	1.00	Ea	\$ 17,317.50	\$ 17,317.50	\$ -

Total: \$ 127,049.03 \$ (295,801.35)
Net Change: \$ (168,752.32)
Current Contract Amount: \$ 1,134,333.80
Revised Contract Amount: \$ 965,581.49



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Change Order 2 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc.

Recommendation:

Approve Change Order 2 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc. in the increased amount of \$8,259.15 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 2 to the Blakely Avenue Reconstruction contract.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve Change Order 2 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc. in the increased amount of \$8,259.15 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ISSUE STATEMENT

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

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIBE THE CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents an increase of \$8,259.15, bringing the current contract amount to \$834,323.47.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City’s street, sewer and water main infrastructure. To this end, Engineering developed this project to reconstruct the pavement and replace the water mains, water services, and sewers on Blakely Avenue from Elm Avenue to Pleasant Street.

On January 30, 2024, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$873,589.06. On September 10, 2024, City Council approve an interim balancing change order in the decreased amount of \$47,524.74 to balance contract quantities to match quantities that were substantially complete in the field. After the execution of Change Order 1, Engineering determined the need to change the originally planned tree species with new lower-height species to accommodate the remaining overhead lines. Additionally, Engineering determined the need to add items that were necessary to reconfigure an originally planned driveway approach to accommodate the associated existing two-car driveway.

SOLUTION

Engineering has prepared this balancing Change Order 2 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 2 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc. in the increased amount of \$8,259.15 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ATTACHMENTS

- 1. Engineering CO 2 - Blakely Reconstr ATT

CHANGE ORDER NO. 2
To Contract for
ENG23-04A Blakely Avenue Reconstruction
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	\$ 873,589.06
CHANGE ORDER NO. 1	\$ – 47,524.74
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 826,064.32
CHANGE ORDER NO. 2	\$ 8,259.15
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$ 834,323.47

REASON FOR CHANGE:

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

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Jeffrey D. Crow, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating, Inc.

Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG23-04A_BLAKEY AVE RECONSTRUCTION **BALANCING CHANGE ORDER NUMBER 2**

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0205	8157050	_ Acer rubrum Bowhall, 2-1/2 inch	2.00	-2.00	0.00	Ea	\$ 1,500.00	\$ -	\$ (3,000.00)
0210	8157050	_ Gleditsia triacanthos inermis Skyline, 2-1/2 inch	2.00	-2.00	0.00	Ea	\$ 1,500.00	\$ -	\$ (3,000.00)
0215	8157050	_ Platanus x ocerifolia, 2-1/2 inch	2.00	-2.00	0.00	Ea	\$ 1,500.00	\$ -	\$ (3,000.00)
0775	8157050	_ Malus Prairie Fire, 2-1/2 inch	0.00	2.00	2.00	Ea	\$ 1,200.00	\$ 2,400.00	\$ -
0776	8157050	_ Syringa Reticulate Ivory Silk, 2-1/2 inc	0.00	2.00	2.00	Ea	\$ 1,200.00	\$ 2,400.00	\$ -
0777	8157050	_ Prunus Sargentii Columnaris, 2-1/2 inch	0.00	2.00	2.00	Ea	\$ 1,200.00	\$ 2,400.00	\$ -
0778	8157051	Driveway Replacement	0.00	1.00	1.00	LS	\$ 10,059.15	\$ 10,059.15	\$ -

Total:	\$	17,259.15	\$	(9,000.00)
Net Change:	\$	8,259.15		
Current Contract Amount:	\$	826,064.32		
Revised Contract Amount:	\$	834,323.47		



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 14, 2025
SUBJECT: Amendment 4 to the 2022 Major Street Engineering Contract.

Recommendation:

Approve Amendment 4 to the 2022 Major Street Engineering contract with Spalding DeDecker Associates, Inc. (SDA) of Novi, Michigan at a not-to-exceed cost of \$42,725.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

Attached is a report from Troy White, City Engineer, regarding an amendment to the above-referenced contract.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve Amendment 4 to the 2022 Major Street Engineering contract with Spalding DeDecker Associates, Inc. (SDA) of Novi, Michigan at a not-to- exceed cost of \$42,725.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

ISSUE STATEMENT

Construction projects were recently completed to:

- 1) mill and resurface Wildwood Avenue from West Ave to Steward
- 2) mill and resurface Wisner from Wildwood to Ganson
- 3) and reconstruct Blakely Street from Elm to Pleasant.

The requirements that govern the use of federal Surface Transportation Block Grant Program funds and state Act 51 street funds dictate that when street construction is undertaken, the needs of all users (motorists, cyclists and pedestrians) must be addressed. In practice, this means all broken, heaved and sloped sidewalks along a street project must be repaired and brought into compliance with the standards of the Americans with Disabilities Act (ADA). During the course of construction on Wildwood and Wisner, the sidewalk repairs that were required were significantly greater than what was originally planned for and included in the contract.

The original scope of the Blakely project was for water main and lead service line replacement, street reconstruction and sidewalk infill construction. During the design phase, it was determined that the sanitary sewer also needed replacement.

DESCRIBE THE CONSEQUENCES

The contractor worked for three weeks to complete the added sidewalk replacement work on Wildwood and Wisner. In turn, the consultant's staff also did an additional three weeks of contract administration work for which compensation is warranted. Similarly, additional contract administration work on the part of the consultant was required for the replacement of the sanitary sewer on Blakely.

OWNERSHIP

Attached is a letter from Spalding DeDecker dated December 10, 2024 that itemizes the contract administration costs incurred in the amount of \$18,225 for the added sidewalk replacement work on Wildwood and Wisner. A second letter also dated December 10, 2024 itemizes the costs incurred in the amount of \$24,500 for the added sanitary sewer replacement on Blakely. The total amount of the subject Amendment 4 is \$42,725.

SOLUTION

Because the sidewalk work on Wildwood and Wiser was greater than included in the original construction contract and resulted in an MDOT approved extension of time, it is fair and appropriate to compensate the consultant for the corresponding additional contract administration work. And, because the replacement of the sanitary sewer on Blakely was not included in the original scope of services for that street, the consultant incurred costs beyond what was covered in the original fee. Therefore, a contract amendment is necessary and appropriate.

FACILITATE IMPLEMENTATION

Approve Amendment 4 to the 2022 Major Street Engineering contract with Spalding DeDecker Associates, Inc. (SDA) of Novi, Michigan at a not-to- exceed cost of \$42,725.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

ATTACHMENTS

1. Engineering Contract Amendment - 2022 Major Street Eng ATT

AMENDMENT NO. 4
Contract for
2022 Major Street Engineering
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	\$ 139,455.00
APPROVED AMENDMENT NO. 1	\$ 157,025.00
APPROVED AMENDMENT NO. 2	\$ 109,825.00
APPROVED AMENDMENT NO. 3	\$ 36,330.00
CONTRACT AMOUNT AS SET BY AMENDMENT NO. 3	\$ 442,635.00
AMENDMENT NO. 4	\$ 42,725.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 4	\$ 485,360.00

REASON FOR AMENDMENT:

To compensate the consultant for added professional services for the replacement of sanitary sewer on Blakely and the replacement of ADA noncompliant sidewalks and driveways on Wildwood and Wisner.

ACCEPTED BY:

Troy R. White, P.E.
City Engineer

Jeremy Schrot, P.E., Vice President
Spalding DeDecker Associates, Inc.

Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

December 10, 2024

Mr. Troy White, PE
City Engineer
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

Re: Change Order Request – Wildwood Ave. and Wisner St. CE

Dear Mr. White:

Thank you for the opportunity to work with the City of Jackson to provide professional services for the road rehabilitation projects on Wildwood Ave. and Wisner St.

Project Summary

The Wildwood Ave. And Wisner St. rehabilitation projects proposal originally included 4 weeks of construction inspection and administration to accommodate an estimated \$480,000 in construction costs. The as-bid construction total was \$489,568.01 while the final contract total closed out at \$560,567.69. The increases in construction cost were mainly due to additional sidewalk concrete, 4" and 6", drive approaches, and curb and gutter that were added to the project and delayed critical path work for paving operations. That effort also led to additional work and contract time for the Contractor and SD to complete the project, which ultimately led to an extension of time in the amount of 21 calendar days. The additions of the contract extensions extended the project duration 3 weeks, which is more than what was originally anticipated. Below is the extra effort requested for additional services.

Fee

Based on the above, SD is requesting an additional services fee of the following:

Construction Inspector = \$95/hour @ 124 hours = \$11,780.00

Construction Administration = \$130/hour @ 32.5 hours = \$4,225.00

Office Technician = \$120/hour @ 18.5/hours = \$2,220.00

Total Request = \$18,225.00

We appreciate this opportunity, and if you have any questions or require additional information, please contact me at (616) 610-9266 or jfortunato@sda-eng.com.

Sincerely,

Spalding DeDecker



John Fortunato
Senior Project Manager

December 10, 2024

Mr. Troy White, PE
City Engineer
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

Re: Change Order Request – Blakely Ave. CE

Dear Mr. White:

Thank you for the opportunity to work with the City of Jackson to provide professional services for the road rehabilitation project on Blakely Ave.

Project Summary

The Blakely Ave. rehabilitation project proposal originally included 6 weeks of construction inspection and administration to accommodate an estimated \$540,000 in construction costs. The as-bid construction total was \$873,589.06 while the final contract total is yet to be determined as the project, although substantially complete, still has tree plantings remaining for this coming fall. The increases in construction cost were due to a change in scope during design which added a complete replacement and realignment of the curb and gutter which resulted in storm sewer relocation and the addition of adding sanitary sewer replacement. That change in scope also led to additional work and contract time for the Contractor and SD to complete the project. The additions of the contract work and a few minor late project additions extended the project duration 3 weeks, which is more than what was originally anticipated. Below is the extra effort requested for additional services.

Fee

Based on the above, SD is requesting an additional services fee of the following:

Construction Inspector = \$95/hour @ 158 hours = \$15,010

Construction Administration = \$130/hour @ 38 hours = \$4,940

Office Technician = \$120/hour @ 17 hours = \$2,040

Construction Staking = LSUM = \$2,510

Total Request = \$24,500

We appreciate this opportunity, and if you have any questions or require additional information, please contact me at (616) 610-9266 or jfortunato@sda-eng.com.

Sincerely,

Spalding DeDecker



John Fortunato
Senior Project Manager



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 14, 2025
SUBJECT: Contract Award – Pearl Loop Transmission Main.

Recommendation:

Approve the award of the Pearl Loop Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$7,549,605.37 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Troy White, City Engineer recommending a contract award as described.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve the award of the Pearl Loop Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$7,549,605.37 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The North Branch Transmission Water Main, a twenty-inch cast iron pipe that was constructed in 1926, is an arterial main within the water system that feeds a significant portion of the City north of the Grand River. Specifically, it feeds the east elevated water tank located at the intersection of Roberts and Tyson. This critical piece of the water system is beyond its planned service life and is in need of replacement to ensure long term safe and reliable service.

To commence the process of replacing the transmission main in stages with new ductile iron pipe, the City of Jackson was awarded a Congressionally Mandated Projects grant through the 2022 Consolidated Appropriations Act to be administered by the Environmental Protection Agency. Upon receipt of the grant, plans and specifications were developed and a contract was let to construct the replacement transmission main along the following route:

- Cooper Street from Michigan to Pearl
- Pearl Street from Cooper to Waterloo
- Waterloo Avenue from Pearl to Michigan
- Michigan Avenue from Waterloo to East Avenue
- East Avenue from Michigan to Plymouth.

Along the route, impacted water distribution water mains, lead service lines and sanitary sewers will also be replaced and disturbed pavements will be restored.

DESCRIBE THE CONSEQUENCES

The results for sealed bids that were opened on November 4, 2024 are shown in the table below.

Name	Bid	Over/Under Estimate	% of Estimate
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Engineer's Estimate	\$7,813,248.50		100%
Dunigan Brothers, Inc., Jackson, MI	\$7,549,605.37	- \$263,643.13	96.63%
Hoffman Brothers, Inc., Battle Creek, MI	\$8,255,506.33	+ \$442,257.83	105.66%
Bailey Excavating, Inc., Jackson, MI	\$8,439,334.39	+ \$626,085.89	108.01%

This project will be paid for by a combination of funds as follows:

\$2,082,591.52 - Water Funds
 \$2,146,385.42 - Sewer Funds
 \$1,760,000.00 - EPA Grant
 \$858,789.35 - Street Funds
\$601,839.10 - Street Assessments
\$7,549,605.39 - TOTAL

OWNERSHIP

The bid's costs and associated submittals were reviewed and scored in accordance with the Responsible Contractor Ordinance for the following categories:

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

Name	A	B	C	D	E	Total
Dunigan Brothers	25	25	20	12	10	92
Hoffman Brothers	21	25	18	12	5	81
Bailey Excavating	17	25	23	15	8	88

SOLUTION

It is recommended that the contract be awarded to Dunigan Brothers, Inc. of Jackson, Michigan as their bid cost is the lowest and their Responsible Contractor scoring the highest.

FACILITATE IMPLEMENTATION

Approve the award of the Pearl Loop Transmission Main contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$7,549,605.37 and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 14, 2025
SUBJECT: Contract Award for Hazardous Tree Removal Program.

Recommendation:

Approve the award of the Hazardous Tree Removal Program contract to Top Notch Tree Care, LLC of Leslie, Michigan at a cost of \$106,850.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, requesting approval of a contract award as described.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve the award of the Hazardous Tree Removal Program contract to Top Notch Tree Care, LLC of Leslie, Michigan at a cost of \$106,850.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson was originally constructed with tree-lined streets to create a parklike environment when walking was the primary form of transportation and to provide shade in a world without air conditioning. Since then, the City's tree stock aged and sometimes became overgrown while there was simultaneous disinvestment in neighborhoods and forestry budget reductions to accommodate other priorities. In practice, hazardous trees have gone unaddressed and new plantings have been forgone throughout the city. In many places, this has resulted in a contradictory mix of overgrown and hazardous trees, neglected stumps and areas barren of trees.

To address this deficiency and do "catchup", the City of Jackson obtained a \$757,275 Inflation Reduction Act Urban Community Forestry grant through the United States Department of Agriculture Forest Service to 1) generate an inventory of the existing tree stock, 2) remove hazardous and unhealthy trees and 3) plant new infill trees over a period of four years. The subject contract to remove hazardous trees is the first phase of this grant funded project. This grant funding is applicable only to trees located within street right-of-ways and not to trees located in parks or on city-owned parcels.

DESCRIBE THE CONSEQUENCES

If unaddressed, the current deficient program will persist and number and severity of hazardous trees in the City's inventory will continue to grow. Failure to utilize these grant funds will delay the much needed removals and require the project to be locally funded when it is inevitably undertaken.

The results for sealed bids that were opened on November 26, 2024 are shown in the table below.

Name	Bid	Over/Under Est.	% of Est.
Engineer's Estimate	\$149,900.00	\$0.00	100%
Mohawk Lawn & Snow, Jackson, MI	\$92,200.00	- \$57,700.00	62%
Top Notch Tree Care LLC, Leslie, MI	\$106,850.00	- \$43,050.00	71%
Alpine Tree Service, Newago, MI	\$156,400.00	+ \$6,500.00	104%
Great Lakes Tree Service, LLC, Grandville, MI	\$159,500.00	+ \$9,600.00	106%
Johnny's Tree Service, Jackson, MI	\$170,280.00	+ \$20,380.00	114%
Treeworks, Inc., Nunica, MI	\$229,000.00	+ \$79,100.00	153%

This project will be paid for using federal Inflation Reduction Act Urban Community Forestry grant funds.

OWNERSHIP

The bid's costs and associated submittals were reviewed and scored in accordance with the Responsible Contractor Ordinance for the following categories:

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

Contractor Name	A	B	C	D	E	Total
Mohawk Lawn & Snow, Jackson, MI	11	0	0	6	18	35
Top Notch Tree Care LLC, Leslie, MI	25	15	13	8	18	79
Alpine Tree Service, Newago, MI	15	5	5	7	16	48
Great Lakes Tree Service, LLC, Grandville, MI	14	0	5	4	13	36
Johnny's Tree Service, Jackson, MI	20	4	5	6	13	48
Treeworks, Inc., Nunica, MI	23	7	5	7	13	55

SOLUTION

It is recommended that the contract be awarded to Top Notch Tree Care, LLC of Leslie, Michigan at their bid cost of \$106,850. Although not the lowest bid cost, Top Notch Tree Care, LLC had the highest rating for the Responsible Contractor Ordinance requirements and their bid is second lowest and significantly less than the Engineer's Estimate.

Mohawk Lawn & Snow provided the lowest bid but submitted Responsible Contractor Ordinance documentation that is deficient as it fails to provide 1) a cost breakdowns for labor, material and equipment, 2) a signed and notarized Non- Collusion Affidavit, 3) a notarized Ethics Disclosure Form, 4) evidence of experience with completed projects of comparable scope, size and value, 5) evidence of bonding capacity, and 6) info for many criteria fields. The Mohawk Lawn & Snow Responsible Contractor Ordinance documentation is considered deficient to the point of being classified as “non-responsive” and should therefore be disqualified from award consideration.

FACILITATE IMPLEMENTATION

Approve the award of the Hazardous Tree Removal Program contract to Top Notch Tree Care, LLC of Leslie, Michigan at a cost of \$106,850.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 14, 2025
SUBJECT: Contract Award for Water Treatment Plant Sanitary Sewer Replacement.

Recommendation:

Approve the award of the Water Treatment Plant Sanitary Sewer Replacement contract to Bailey Excavating, Inc. of Jackson, Michigan at a cost of \$611,953.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, requesting approval of a contract award as described.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approve the award of the Water Treatment Plant Sanitary Sewer Replacement contract to Bailey Excavating, Inc. of Jackson, Michigan at a cost of \$611,953.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The sanitary sewer service at the Water Treatment Plant was constructed in 1925 of vitreous clay pipe. This pipe is critical to the operation of the Water Treatment Plant. This pipe has deteriorated over time and sections have become broken and misaligned. At this point, the sewer continues to function but continues to deteriorate and has become unreliable.

DESCRIBE THE CONSEQUENCES

If not replaced, the sewer will continue to deteriorate and may, in the event of a failure, impact the operation of the Water Treatment Plant. The subject contract was prepared to replace the deteriorated pipe with new polyvinyl chloride pipe to ensure reliable sewer service for decades to come.

The results for sealed bids that were opened on November 26, 2024 are shown in the table below.

Name	Bid	Over/Under Est.	% of Est.
Engineer's Estimate	\$482,369.00	0	100%
Bailey Excavating Inc, Jackson, MI	\$611,953.00	+ \$129,584.96	127%
Concord Excavating Inc., Concord, MI	\$630,758.96	+ \$148,389.96	131%
Dunigan Brothers, Inc., Jackson, MI	\$638,841.50	+ \$156,472.50	132%

The project will be paid for using Water Funds.

OWNERSHIP

The bid's costs and associated submittals were reviewed and scored in accordance with the Responsible Contractor Ordinance for the following categories:

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

Name	A	B	C	D	E	Total
Bailey Excavating, Inc.	25	19	15	8	25	92
Concord Excavating, Inc.	20	10	10	8	23	71
Dunigan Brothers, Inc.	25	15	10	8	21	79

SOLUTION

It is recommended that the contract be awarded to Bailey Excavating, Inc. of Jackson, Michigan as their bid cost is the lowest and their Responsible Contractor scoring is the highest.

FACILITATE IMPLEMENTATION

Approve the award of the Water Treatment Plant Sanitary Sewer Replacement contract to Bailey Excavating, Inc. of Jackson, Michigan at a cost of \$611,953.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 14, 2025
SUBJECT: Easement to Consumers Energy – 300 S. Cooper.

Recommendation:

Approval of an easement to Consumers Energy on city-owned property at 300 South Cooper Street (Parcel ID 5-0270) for gas service piping and authorization for the City Manager to sign the easement document.

Attached is a report from Troy R. White, City Engineer, regarding a request for an easement as described.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: January 14, 2025

RECOMMENDATION: Approval of an easement to Consumers Energy on city-owned property at 300 South Cooper Street (Parcel ID 5-0270) for gas service piping and authorization for the City Manager to sign the easement document.

ISSUE STATEMENT

The Michigan Department of Transportation (MDOT) is currently undertaking a project to replace the South Cooper Street bridge over the Grand River. MDOT's contractor is scheduled to commence construction in January 2025.

For bridge construction to proceed, Consumers Energy must relocate gas pipes in the vicinity of the current bridge over the Grand River. The gas main relocation, in turn, requires an easement from the City of Jackson. The gas service for the building at 301 South Cooper Street (former Enterprise car rental) must be connected to the existing plastic gas main adjacent to the City's Cooper Street parking deck. Consumer Energy has requested a 6-foot by 12-foot easement to accommodate the service connection encroachment and impact on the City's parking deck property.

The granting of this easement will have minimal impact on the City's use of this parcel.

DESCRIBE THE CONSEQUENCES

Granting the easement request will allow bridge construction to proceed without delay. A denial of the easement request will require Consumers Energy to install new gas main to serve the single property at 301 South Cooper Street. Not only will this be expensive, it will also result in a significant delay to design, permit and bid the additional work. Such a delay may extend the duration of the Cooper Street closure for construction.

OWNERSHIP

Engineering has been cooperating and coordinating with MDOT and public utility staff to facilitate progress on the Cooper Street bridge replacement project.

SOLUTION

It is in the City's best interest to grant the easement request as it will reduce the potential for delays and associated added costs. The granting of this easement will have minimal impact on the City's use of the parking deck property.

FACILITATE IMPLEMENTATION

Approval of an easement to Consumers Energy on city-owned property at 300 South Cooper Street (Parcel ID 5-0270) for gas service piping and authorization for the City Manager to sign the easement document.

ATTACHMENTS

1. Engineering Easement to CE 300 S. Cooper ATT

EASEMENT FOR PIPELINES

SAP# 1072420858
Agreement# MI00000082365

THE CITY OF JACKSON, a municipal corporation, whose address is 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Jackson, County of Jackson, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said pipelines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said pipeline or pipelines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: THE CITY OF JACKSON, a municipal corporation

Jonathan Greene, City Manager

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by Jonathan Greene, City Manager of the City of Jackson, on behalf of the city.

Date

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:
Michael Loper #230-D
Consumers Energy Company
4141 Wilder Road
Bay City, MI 48706

Prepared By:
Mark Proffer, EP7-464, 12/12/20
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

REGISTER OF DEEDS OFFICE USE
ONLY
Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

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

Part of the Northwest 1/4 of Section 2, Town 3 South, Range 1 West, described as:

Commencing at a point where the West line of Milwaukee Street intersects the South line of Liberty Street, thence Westerly on the South line of Liberty Street 198 feet, thence South 3 degrees East 68.3 feet, thence South 33 degrees East 102.3 feet, thence East 133 feet to the West line of Milwaukee Street, thence North along the West line of Milwaukee Street to the place of beginning, excepting therefrom a strip of land 15 feet in width on the North end and about 7 1/2 feet on the South end of the West side of the above described property. The above described property is part of Block 2, Grand River Addition, according to the recorded plat thereof, as recorded in Liber 3, Page 14, Jackson County Records. ✓

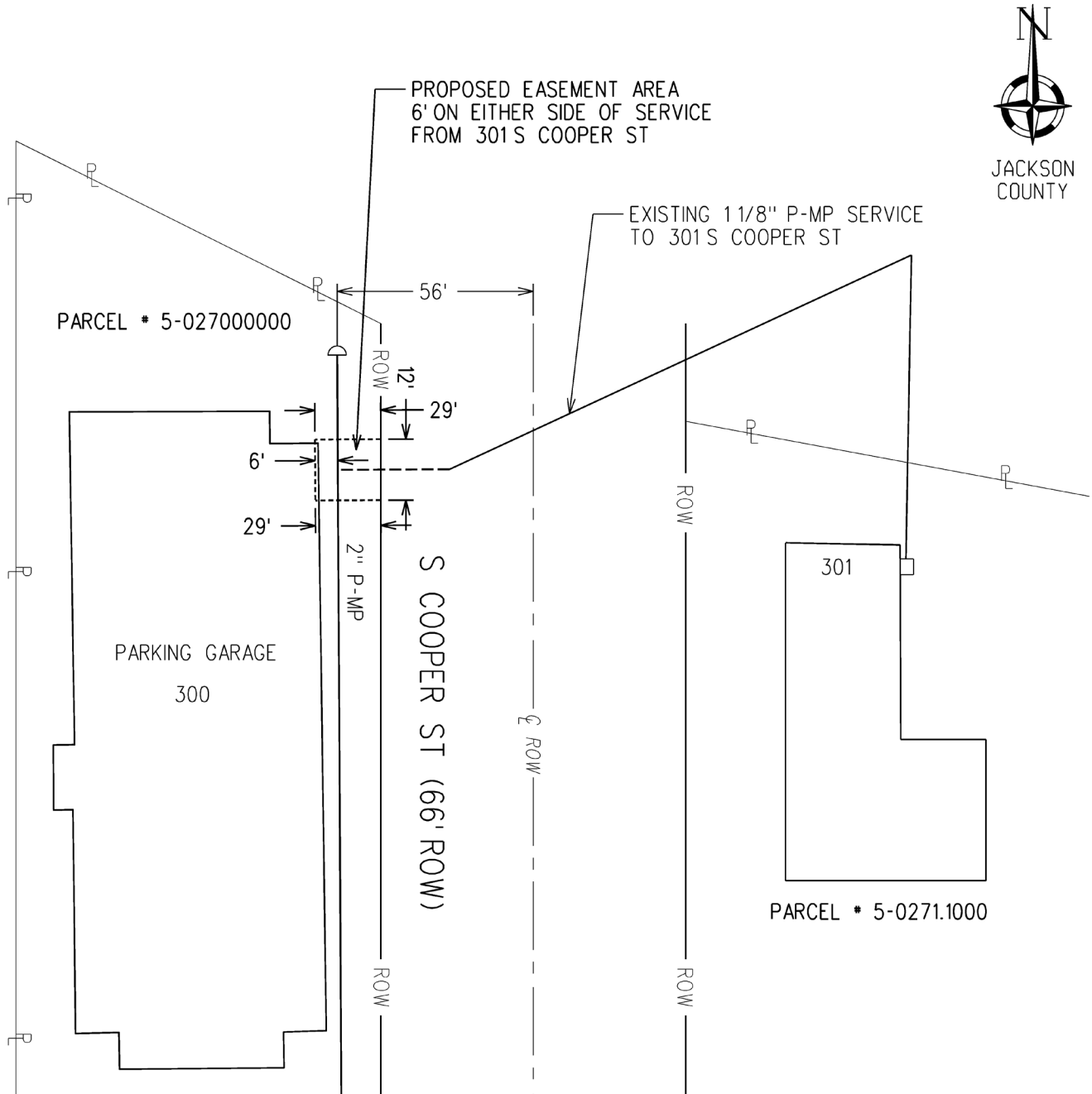
Also known as: 300 South Cooper Street, Jackson, Michigan 49201

Parcel ID: 5-027000000

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the pipeline constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.





MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 14, 2025

SUBJECT: Accept the donation of vacant residential property on Hobart Street.

Recommendation:

Accept the donation of vacant residential property on Hobart Street (parcel #s 8-2529, 8-2530, and 8-2531), approve the donation agreement and quit claim deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council accept the donation of vacant residential property on Hobart Street, approve the donation agreement and quit claim deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: January 14, 2025

RECOMMENDATION: Accept the donation of vacant property on Hobart Street for the future construction of single-family residential units.

ISSUE STATEMENT

The current owner of three vacant parcels on the Southeast corner of Hobart and Walker streets would like to donate said parcels to the City for the future development of single-family housing. These parcels include:

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

LOT 8 COOPER STREET ADDITION, Parcel ID: 8-252900000 (vacant land)

LOT 9 COOPER STREET ADDITION, Parcel ID: 8-253000000 (vacant land)

LOT 10 COOPER STREET ADDITION, Parcel ID: 8-253100000 (vacant land)

A map and picture showing the location of said parcels is included with this agenda item. The current property owner would pay any outstanding fees or taxes owed on the Property prior to transfer as confirmed by the Office of City Assessor.

DESCRIBE THE CONSEQUENCES

The City of Jackson is facing a housing shortage. The recently commissioned Guidehouse Housing Strategy and Policy Framework (March 2023) indicated the need to rehabilitate 3,000 existing units and construct 1,500 new units, all within a ten-year period. City staff are currently working with various builders/developers for the construction of various single and multi-family units throughout the City. Community Development staff is also constantly looking for additional buildable residential property, anticipating continued strong demand for new construction. The lots in question are in an area where the City does not currently own much property, and the acquisition of these lots would be a strong strategic move to prepare for future construction demands.

OWNERSHIP

Staff from the Community Development Department are working diligently on numerous single and multi-family residential projects, all with the goal of providing safe, affordable, and top-quality housing for current and future Jackson residents. Community Development staff will work to develop additional housing on the lots in question.

SOLUTION

City Council should approve the acquisition through donation of the three lots in question, for the potential future development of single-family residential units. Families of all types are excited to make Jackson their long-term home, and the City should be prepared to offer many choices for buildable parcels.

FACILITATE IMPLEMENTATION

Accept the donation of vacant residential property on Hobart Street (parcel #s 8-2529, 8-2530, and 8-2531), approve the donation agreement and quit claim deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

1. Hobart Lots Donation for CC Agenda, January 2025

**PROPERTY DONATION AGREEMENT BETWEEN
THE CITY OF JACKSON AND
PATRICIA M. STEPHENS**

RE: PROPOSED PROPERTY DONATION,
PARCEL IDs: 8-252900000, 8-253000000, & 8-253100000 (vacant land)

The City of Jackson, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, MI 49201 (“City”) and Patricia M. Stephens, a single woman, whose address is 1132 Hamilton Street, Jackson, Michigan, 49202 enter into this Property Donation Agreement (“Agreement”) on this ____ day of _____, 2025, to establish the terms and conditions under which the City will accept a donation of the following described property now owned by Patricia M. Stephens to the City for its future use:

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

LOT 8 COOPER STREET ADDITION, Parcel ID: 8-252900000 (vacant land)

LOT 9 COOPER STREET ADDITION, Parcel ID: 8-253000000 (vacant land)

LOT 10 COOPER STREET ADDITION, Parcel ID: 8-253100000 (vacant land)

1. The Property donation by Patricia M. Stephens to the City shall be for \$1.00, via quitclaim deed, subject to easement and restrictions of record. The quitclaim deed shall be prepared by the City.
2. Patricia M. Stephens shall pay any outstanding fees or taxes owed on the Property prior to transfer as confirmed by the Office of City Assessor, which shall be a condition of the City’s acceptance.
3. Patricia M. Stephens shall execute and provide to the City for recording the quitclaim deed for the Property within fifteen (15) days of the date of this Agreement.

UNDERSTOOD AND AGREED:

CITY OF JACKSON

PATRICIA M. STEPHENS

By: _____
Jonathan Greene

Patricia M. Stephens

Its: City Manager

Its: Owner

Date: January __, 2025

Date: January __, 2025

QUIT CLAIM DEED

Grantor, Patricia M. Stephens, whose address 1132 Hamilton Street, Jackson, MI 49202, hereby quit claims to **Grantee, City of Jackson**, a Michigan municipal corporation, whose address is 161 W. Michigan Ave., Jackson, Michigan 49201, the following described premises situated in the City of Jackson, County of Jackson, State of Michigan:

LOT 8 COOPER STREET ADDITION

Commonly known as: vacant Hobart Street
Tax identification no: 8-252900000

LOT 9 COOPER STREET ADDITION

Commonly known as: vacant Hobart Street
Tax identification no: 8-253000000

and

LOT 10 COOPER STREET ADDITION

Commonly known as: vacant Hobart Street
Tax identification no: 8-253100000

for the sum of ONE and 00/100 Dollars (\$1.00), subject to all easements, reservations and building and use restrictions of record and subject to the lien of taxes not yet due and payable.

This conveyance is exempt from transfer tax in accordance with MCL §207.526(a) and MCL §207.505(a).

Dated this _____ day of January, 2025.

SIGNED BY: **PATRICIA M. STEPHENS**

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was subscribed and sworn to before me this __ day of January, 2025, by Patricia M. Stephens.

Notary Public
_____, County, _____
My commission expires: _____
Acting in _____ County, ____

When recorded return to Grantee at: City of Jackson 161 W. Michigan Ave. Jackson, Michigan 49201 Attn: City Assessor	Send Subsequent Tax Bills to Grantee at: 161 W. Michigan Ave., Jackson, Michigan 49201	This instrument prepared without opinion by: Matthew M. Hagerty (P66015) City Attorney 161 W. Michigan Jackson, MI 49201
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