JACKSON
Founded 1829

AGENDA – CITY COUNCIL MEETING

September 27, 2022
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE – Invocation will be given by Third Ward Councilmember Angelita Gunn.**

3. **ROLL CALL**.

4. **ADOPTION OF AGENDA**.

5. **PRESENTATIONS/PROCLAMATIONS**.

   A. **Jason Hamman – Director of Jackson County 911**
   Information sharing on upcoming 911 ballot initiative.

6. **PUBLIC HEARINGS.**

   A. **Hold a Public Hearing on the Obsolete Property Rehabilitation Exemption Certificate Application submitted by Thebo Capital, LLC**
      a. **Consideration of Resolution for approval**

   B. **Conduct a Public Hearing to Receive Citizen Comment for CDBG/HOME Program Performance and Authorize Submission of the 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Redevelopment (HUD)**

   C. **Conduct a Public Hearing to Receive Citizen Comment regarding the use of $30,210 in FY2022 Justice Assistance Grant (JAG) funds by the city for the purchase of equipment and the use of $19,151 in JAG funds by Jackson**

County to purchase several pieces of equipment for use by Sheriff's Deputies.

D. Hold a Public Hearing to Receive Citizen Comment on the Martin Luther King Corridor Improvement Authority Development and TIF plan.

i. Consideration of Resolution for approval

7. CITIZEN COMMENTS. (3-Minute Limit)

8. PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).

A. Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022

B. Accept and place on file the City of Jackson Financial Statements as of and for the 2 months ended August 31, 2022

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of September 13, 2022
Approve the minutes of the regular City Council Meeting of September 13, 2022.

B. Special Event Application: Jackson High School Homecoming Parade
Approve a request from Jackson High School to host their Homecoming Parade on September 30, 2022 on the streets of Jackson.

C. Appointment to Police Oversight Commission
Approve the Mayor's recommendation to appoint Leonard Phillips to a one-year term on the Police Oversight Commission, beginning immediately and ending on 12/31/23.

D. Ex-Officio Appointment to the Environmental Commission
Approve the Mayor's recommendation to appoint Amanda Ramon as an ex-officio member of the Environmental Commission for a one-year term, beginning immediately and ending expiring on September 26, 2023.

E. Appointment to City Planning Commission
Approve the Mayor's recommendation to appoint Chelsea Poole to fill a vacancy on the Planning Commission for a three-year term, beginning immediately and expiring on December 31, 2025.

10. OTHER BUSINESS.

A. 109 Hollywood Street housing rehab (tabled at 9/13/22 meeting)

11. NEW BUSINESS.

A. Memorandum of Understanding for Justice Assistance Grant
Authorize the signing of the Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use $49,361, of which $30,210 in FY2022 JAG funds is for the City's payment of the license plate reading system, a 3D camera, and enhanced scenario based training; and $19,151 is for the County's purchase of several pieces of equipment for Sheriff's deputies' use.

B. Engineer's Report for Street Resurfacing
Wildwood Avenue – West Avenue to Steward Avenue
Receive the Engineer's Report for street resurfacing on Wildwood Avenue from West Avenue to Steward Avenue and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

C. Engineer's Report for Street Resurfacing
Pearl Street – Cooper Street to Waterloo Avenue
Receive the Engineer's Report for street resurfacing on Pearl Street from Cooper Street to Waterloo Avenue and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

D. Engineer's Report for Street Resurfacing
Wisner Street – Wildwood Avenue to Ganson
Receive the Engineer's Report for street resurfacing on Wisner Street from Wildwood Avenue to Ganson Street and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing.

E. City of Jackson Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal
Approval of the first one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of $87,720 for the fiscal year 2022/23. This includes a 3% increase per the contract with Executive Property Management.

F. Rescind the resolution of the tentative award for the construction contract for the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project
Adopt a motion to rescind the resolution adopted on August 9, 2022, to tentatively award a construction contract for wastewater system improvements to Spence Brothers of Saginaw, MI for the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.

G. Resolution for approval of the contract award to Allied Mechanical Services, Inc. of Grand Rapids, MI for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.

Approve a resolution for the contract award to Allied Mechanical Services, Inc. of Grand Rapids, MI in the amount of $11,030,000 for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.

H. Approve a contract award for the City of Jackson, Wastewater Treatment Plant, SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204, with $804,485 to be funded by the City Local Recovery Funds under the American Rescue Plan Act, and the remaining $105,719 to be funded by Sewer System Funds

Approval of the contract award for the City of Jackson Wastewater Treatment Plant, SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204, with $804,485 to be funded by the City Local Recovery Funds under the American Rescue Plan Act, and the remaining $105,719 to be funded by Sewer System Funds.

I. Approve the sale of City owned property located at 112 Second Street, for $35,000

Approve the sale of City owned property located at 112 Second Street, to Jorge Barrantes for $35,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and make minor modifications.

J. Approve the sale of City owned property located at 1000 Adrian Street, for $10,000

Approve the sale of City owned property located at 1000 Adrian Street, to Francisco Cortes Lopez for $10,000. Authorize the City Manager to sign all sales documents associated with the Property Transfer and to make minor modifications.

K. Parking Permit Purchase Agreement

Approve a Parking Purchase Agreement between Commonwealth Associates, Inc. and the City of Jackson, allow the City Attorney and City Manager to make minor modifications, and allow the City Manager to execute the agreement.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

JACKSON
Founded 1829

City Clerk's Office

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: September 27, 2022

SUBJECT: Public Hearing on the Obsolete Property Rehabilitation Exemption Certificate Application submitted by Thebo Capital, LLC

Recommendation:

Hold a Public Hearing on the application filed by Thebo Capital, LLC located at 208 S. Jackson Street, for an Obsolete Property Rehabilitation Exemption Certificate. After the Public Hearing consider the resolution for approval.

Attached is the resolution along with supporting documentation for the application filed by Thebo Capital, LLC for an Obsolete Property Rehabilitation Exemption Certificate for the property located at 208 S Jackson St. If Council adopts the resolution, it will be forwarded to the Michigan Tax Commission for their consideration.

Your consideration and concurrence is appreciated.

RECEIVED
CITY OF JACKSON
SEP 0 1 2022
CLERK'S OFFICE
By

Michigan Department of Treasury
3674 (Rev. 12-20)

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) Thebo Capital LLC		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 11580 Grand Point Dr. Jerome, MI, 49249		
Location of obsolete facility (Number and Street, City, State, ZIP Code) 208 S. Jackson St. Jackson, MI, 49201		
City, Township, Village (indicate which) City	County Jackson	
Date of Commencement of Rehabilitation (mm/dd/yyyy) 12/1/22	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 8/31/23	School District where facility is located (include school code) JPS - 26190620
Estimated Cost of Rehabilitation $508,000	Number of years exemption requested 12	
Attach legal description of obsolete property on separate sheet.		

Expected Project Outcomes (Check all that apply)

- [x] Increase commercial activity
- [x] Retain employment
- [x] Revitalize urban areas
- [ ] Create employment
- [ ] Prevent a loss of employment
- [x] Increase number of residents in the community in which the facility is situated

Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____

- [x] Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents) Jacob Cross	Telephone Number 517-945-6010	Fax Number
Mailing Address 714 Obrien rd, Jackson, MI 49201	E-mail Address Jake@voyagerfilm.co	
Signature of Company Officer (no authorized agents) Jacob Cross	Title Co-Owner	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received 9-1-2022

FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date

☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)

☐ Denied

Date District Established	LUCI Code	School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value	Building State Equalized Value	
$	$	
Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk		Telephone Number
Clerk Mailing Address		
Mailing Address		
Telephone Number	Fax Number	E-mail Address
Clerk Signature		Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

August 8, 2022

Application for Obsolete Property Rehabilitation Exemption Certificate
Public Act 146 of 2000, as amended

Thebo Capital LLC
208 S. Jackson St. Jackson, MI 49201

PART 2: APPLICATION DOCUMENTS

a. **General Description of the facility (year built, original use, most recent use, number of stories, square feet**

The original building was said to be built in 1912 and was home to Beffel Lighting from 1942-2019. The building has been vacant since 2019. It is a three story building and roughly 4300 square feet.

b. **Description of the qualified facility's proposed use**

The first floor will be divided into ~~two~~ two commercial spaces. One will be a storefront and the other an office space. The second floor will include two apartment and the third floor will have one apartment.

c. **Description of the general nature and extent of the rehabilitation to be undertaken**

The building is currently down to the studs with no mechanicals. We will be adding new flooring, wall, plumbing, Electrical, HVAC, and bathrooms to every rentable space. We'll also add kitchenettes to each apartment.

d. **Descriptive list of the fixed building equipment that will be a part of the qualified facility**

The interior has been demolished down to the structural components of the building while attempting to maintain historical features. New fixed equipment will include new HVAC ~~of~~ systems, plumbing and plumbing fixtures, electrical and electrical fixtures, lighting, interior walls, flooring, and improved interior appearance.

e. **Time schedule for undertaking and completing the facility's rehabilitation**

We are currently working with Black Raven Architecture to create our blue prints. That is estimated to be done in early October 2022. We have contractors available to start the buildout in December 2022 who have estimated about 6-8 months to finish the project. That places us around August 2023 to have a completed facility.

f. **Statement of the economic advantages expected from the exemption**

Redevelopment at this location would be a great addition to the city. The storefront will be a closer resource for all of the surrounding apartments. It will also encourage more foot traffic to the West side of downtown, along with the renovations to the Hayes Hotel. Visually it will transform a vacant and unfinished building on a main Jackson road.

g. **Legal description of the facility**

208 South Jackson Street (1912): The north 27 feet of the south 35.25 feet of Lot 1, Block 2 South, Range 1 West of the original plat of the City of Jackson

REVENUE

Development Name: The Belfel Building Revitalization
City/Township/Village: Jackson
County: Jackson
Construction Type:

Fill in all blue shaded input cells

This worksheet is utilized as an input page only with information being utilized to populate information within the "Proforma" and "Cash Flow" worksheets.

DEVELOPMENT INCOME ASSUMPTIONS

INCOME RESIDENTIAL TENANTS

Unit Type	# Units	Baths	Sq. Ft.	Mo. Rent	Gross Rent Per Year	Vacancy @ 5%	Net Rent Per Year	Rent/Sq. Ft.
1-bdr	1	1.0	536	$1,000	$12,000	($600)	$11,400	$1.87
1-bdr	1	1.0	682	$1,100	$13,200	($660)	$12,540	$1.61
1-bdr	1	1.0	780	$1,250	$15,000	($750)	$14,250	$1.60
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
					$0	$0	$0	$0.00
Common Area								
Income Source			Monthly Income		Gross Rent Per Year	Vacancy @ 5%	Net Rent Per Year	
Storage					$0	$0	$0	
Late Fees					$0	$0	$0	
					$0	$0	$0	
					$0	$0	$0	Average rent/sq. ft.
TOTAL UNITS:	3				$40,200	($2,010)	$38,190	1,998 $1.68

RESIDENTIAL ASSUMPTIONS	Year 1 Inflation Factor	Year 2 Inflation Factor	Year 3 Inflation Factor	Future Inflation Factor
	2.0%	2.0%	2.0%	2.0%
	Year 1	Year 2	Year 3	Future
	5.0%	5.0%	5.0%	5.0%

INCOME COMMERCIAL/RETAIL/OFFICE TENANTS

Unit Type / Description	Lease Type	Sq. Ft.	Monthly Rent	Utilities @	Gross Rent Per Year	Vacancy @ 10%	Net Rent Per Year
Back Office	Gross	900	$12.00	$0.00	$10,800	($1,080)	$9,720
Front Office	Gross	900	$15.00		$13,500	($1,350)	$12,150
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
Common Area							
Income Source			Monthly Income		Gross Rent Per Year	Vacancy @ 10%	Net Rent Per Year
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
					$0	$0	$0
TOTAL RENTABLE COMMERCIAL SPACE:		1,800			$24,300	($2,430)	$21,870

COMMERCIAL ASSUMPTIONS	Year 1 Inflation Factor	Year 2 Inflation Factor	Year 3 Inflation Factor	Future Inflation Factor
	2.0%	2.0%	2.0%	2.0%
	Year 1	Year 2	Year 3	Future
	10.0%	10.0%	10.0%	10.0%

INCOME HOSPITALITY

Description / Type of Room	# Rooms	Sq. Ft.	Rate Per Night	Occupancy Rate	Total Rent
Hotel Rooms				$0	$0	$0
Other Rev/Rm - Food & Beverage				$0	$0	$0
Other Rev/Rm - Tel & Data				$0	$0	$0
Other Rev/Rm - Miscellaneous				$0	$0	$0
Income Source			Monthly Income	Annual Income		
Banquet				$0		$0
Conference				$0		$0
Restaurant				$0		$0
Miscellaneous				$0		$0
TOTALS:	0	0		$0	$0	$0

HOSPITALITY ROOM ASSUMPTIONS	Year 1 Inflation Factor	Year 2 Inflation Factor	Year 3 Inflation Factor	Future Inflation Factor
	2.0%	2.0%	2.0%	2.0%
	Year 1	Year 2	Year 3	Future
	35.00%	35.00%	35.00%	35.00%
HOSPITALITY OTHER ASSUMPTIONS	Year 1 Inflation Factor	Year 2 Inflation Factor	Year 3 Inflation Factor	Future Inflation Factor
	2.0%	2.0%	2.0%	2.0%
	2.0%	2.0%	2.0%	2.0%
	2.0%	2.0%	2.0%	2.0%
	2.0%	2.0%	2.0%	2.0%

PARKING

Parking Area	# of Spaces	Sq. Ft.	Monthly Rent	Gross Rent
Public Spaces				$0
Dedicated Spaces 1				$0
Dedicated Spaces 2				$0
Dedicated Spaces 3				$0
	0	0		$0

PARKING ASSUMPTIONS	Year 1 Inflation Factor	Year 2 Inflation Factor	Year 3 Inflation Factor	Future Inflation Factor
	2.0%	2.0%	2.0%	2.0%
	2.0%	2.0%	2.0%	2.0%
	2.0%	2.0%	2.0%	2.0%
	2.0%	2.0%	2.0%	2.0%

OTHER INCOME AND ASSUMPTIONS

Description	Monthly	Annual
		$0
		$0
		$0
		$0
		$0
TOTALS:	$0	$0

	Year 1 Inflation Factor	Year 2 Inflation Factor	Year 3 Inflation Factor	Future Inflation Factor
	3.0%	3.0%	2.0%	2.0%

STABILIZED OPERATING STATEMENT

Development Name: The Beffel Building Revitalization
City/Township/Village: Jackson
County: Jackson
Construction Type: Historical Rehabilitation

Fill in all blue shaded input cells

#REF!

This worksheet is utilized to proforma out the stabilized operations of the project utilizing the projected initial rental rates, the stabilized vacancy rates, and the anticipated full operating expenses of the project.

DEVELOPMENT INCOME

		% Gross	% Eff.
Annual TIF Reimbursements		0.0%	0.0%
Other Recurring Revenue		0.0%	0.0%
Annual Gross Residential Rental Income	$40,200	62.3%	66.9%
Annual Gross Commercial Rental Income	$24,300	37.7%	40.5%
Annual Gross Hospitality Room & Related Income	$0	0.0%	0.0%
Annual Gross Hospitality Other Income	$0	0.0%	0.0%
Annual Gross Parking Income	$0	0.0%	0.0%
Annual Other Income	$0	0.0%	0.0%
Gross Income	***$64,500***	***100.0%***	***107.4%***
Vacancy Loss (Residential, Commercial, Hospitality)	($4,440)	-6.9%	-7.4%
Net Income Potential	**$60,060**	**93.1%**	**100.0%**

DEVELOPMENT OPERATING EXPENSES

			% Gross	% Eff.	Inflation
Administrative Expenses	+	$6,200	9.6%	10.3%	3.0%
Management Fees		***$5,000***	*7.8%*	*8.3%*	
Office Payroll			*0.0%*	*0.0%*	
Payroll Taxes			*0.0%*	*0.0%*	
Benefits/Worker's Comp.			*0.0%*	*0.0%*	
Advertising/Marketing			*0.0%*	*0.0%*	
Legal /Accounting		***$1,200***	*1.9%*	*2.0%*	
General Office			*0.0%*	*0.0%*	
Other:			*0.0%*	*0.0%*	
Other:	−		*0.0%*	*0.0%*	
Utilities	+	$1,500	2.3%	2.5%	3.0%
Electricity		***$1,500***	*2.3%*	*2.5%*	
Fuel			*0.0%*	*0.0%*	
Water & Sewer	−		*0.0%*	*0.0%*	
Maintenance/Non-Capitalized Repairs	+	$4,200	6.5%	7.0%	3.0%
Maintenance/Janitorial Payroll		**$1,200**	*1.9%*	*2.0%*	
Janitorial Supplies			*0.0%*	*0.0%*	
Extermination			*0.0%*	*0.0%*	
Rubbish Removal		**$750**	*1.2%*	*1.2%*	
Snow Removal		**$500**	*0.8%*	*0.8%*	
Lawn/Tree Maintenance			*0.0%*	*0.0%*	
Parking Lot Repairs			*0.0%*	*0.0%*	
Painting/Decorations/Cleaning		**$750**	*1.2%*	*1.2%*	
Heating & Air Repairs		**$500**	*0.8%*	*0.8%*	
Plumbing/Electrical Repairs		**$500**	*0.8%*	*0.8%*	
Elevator Maintenance			*0.0%*	*0.0%*	
Vehicle/Equipment Maintenance			*0.0%*	*0.0%*	
Security			*0.0%*	*0.0%*	
Other:			*0.0%*	*0.0%*	
Other:	−		*0.0%*	*0.0%*	
Real Estate Taxes		**$4,128**	6.4%	6.9%	2.0%
Tax Abatement (-)		$2,064	3.2%	3.4%	
Property & Liability Insurance		**$3,266**	5.1%	5.4%	3.0%
Reserve Requirements			0.0%	0.0%	3.0%
Other:			0.0%	0.0%	3.0%
Other:			0.0%	0.0%	3.0%
Other:			0.0%	0.0%	3.0%
Other:			0.0%	0.0%	3.0%
Total Expenses		***$17,230***	26.7%	28.7%	
Cash Flow Available for Debt Service / NOI		**$42,830**	66.4%	71.3%	

Amortizing Loans

Loan 1 DS:	County National Bank	$39,439	61.1%	65.7%
Loan 2 DS:	xxx	$0	0.0%	0.0%
Loan 3 DS:	xxx	$0	0.0%	0.0%
Loan 4 DS:	xxx	$0	0.0%	0.0%
Int. Loan 5 DS:	xxx	$0	0.0%	0.0%
Other Oblig. 1	xxx		0.0%	0.0%

LOAN TERMS	Loan Amount	Term Mos.	Amort. Mos.	Interest Rate	Refi. Rate
County National Bank	$498,000	60	240	5.00%	7.00%
xxx		60	240	4.00%	6.00%
xxx		60	240	4.00%	6.00%
xxx		60	240	4.00%	6.00%
xxx		60		4.00%	6.00%
xxx				4.00%	7.00%

Other Oblig. 2	xxx	0.0%	0.0%
Other Loan Debt Service		$0	0.0%	0.0%
Cash Flow Available for Distribution		**$3,391**	5.3%	5.5%
Debt Service Coverage Ratio		1.09		

xxx				4.00%	7.00%
	Override				
	$0	(if requesting a grant input $0)			
Other	$0	60	240	1.00%	3.00%

DEVELOPMENT BUDGET

Fill in only blue shaded input cells

Development Name: The Beffel Building Revitalization
City/Township/Village: Jackson
County: Jackson
Construction Type:

This worksheet is utilized to input the total Sources & Uses for the project from acquisition to construction completion. In addition, the maximum amount of BMC incentive the project is eligible for is calculated.

TOTAL DEVELOPMENT COSTS							
Acquisition							
Land				0.00%			
Building(s)			$300,000	36.87%			
Other:				0.00%			
Subtotal Acquisition			$300,000	36.87%			
Hard Costs							
Public Infrastructure (roads, sidewalks, utilities, sewage, etc.)				0.00%	$0	$0	
Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)				0.00%	$0	$0	
Demolition (Include Lead & Asbestos Abatement)				0.00%	$0	$0	
Other Environmental Mitigation			$2,500	0.31%	$0	$2,500	
Earth Work				0.00%	$0	$0	
Site Utilities				0.00%	$0	$0	
Other:				0.00%	$0	$0	
	New Construction	Rehabilitation/ Renovation					
Structures	$0	$494,500	$494,500	60.77%	$0	$494,500	
Parking Structures			$0	0.00%	$0	$0	
Building Concrete/Masonry			$0	0.00%	$0	$0	
Carpentry		$25,400	$25,400	3.12%	$0	$25,400	
Roofing/Metal/Siding/Insulation/Caulking			$0	0.00%	$0	$0	
Doors/Windows/Glass			$0	0.00%	$0	$0	
Drywall/Acoustical		$112,800	$112,800	13.86%	$0	$112,800	
Flooring		$41,300	$41,300	5.08%	$0	$41,300	
Cabinets/Countertops/Appliances		$67,500	$67,500	8.30%	$0	$67,500	
Painting/Decorating		$16,000	$16,000	1.97%	$0	$16,000	
Plumbing/Electrical/Fire Protection		$136,100	$136,100	16.73%	$0	$136,100	
HVAC		$56,300	$56,300	6.92%	$0	$56,300	
Accessory Buildings/Garages			$0	0.00%	$0	$0	
Elevators/Special Equipment			$0	0.00%	$0	$0	
Tenant Upgrades			$0	0.00%	$0	$0	
Other: Engineering/Ceiling		$39,100	$39,100	4.81%	$0	$39,100	
Builder Overhead/Profit/General Requirements		$8,500	$8,500	1.04%	$0	$8,500	1.70% of Hard Costs
Permits/Tap Fees/Bond/Cost Certification	$0	$2,500	$2,500	0.31%	$0	$2,500	
Construction Contingency	$0	$0	$0	0.00%	$0	$0	0.00% of Hard Costs
Other:	$0	$0		0.00%	$0	$0	
Subtotal Hard Costs			$508,000	62.43%			
Other Costs							
Machinery & Equipment				0.00%	$0	$0	
Furniture & Fixtures				0.00%	$0	$0	
Architectural & Engineering				0.00%	$0	$0	
Environmental Studies/Soil Testing				0.00%	$0	$0	Total BMC Eligible Basis:
Survey				0.00%	$0	$0	Maximum BMC Grant:
Other:				0.00%	$0	$0	$813,700 / $150,000
Subtotal Soft Costs			$0	0.00%	$0		
Soft Costs							
Other Professional Fees							
Loan Fees			$4,350	0.53%			Override
Construction Interest	mos.		$0	0.00%			
Construction Taxes				0.00%			
Construction Insurance				0.00%			
MEDC Fees				0.00%			
Title Work			$1,350	0.17%			Override
Rent Up Reserve	mos.		$0	0.00%			
Replacement Reserve				0.00%			
Operating Reserve				0.00%			
Other:				0.00%			
Other:				0.00%			
Other:				0.00%			
Other Soft Costs - Related Party and Consulting Fees							
Developer Fee				0.00%			
Project Management Fees				0.00%			
Construction Management Fees (Related Party)				0.00%			
Consulting Fees				0.00%			
Other Related Party Fees				0.00%			
Other:				0.00%			
Subtotal Soft Costs			$5,700	1%			
TOTAL DEVELOPMENT COSTS			$813,700	100.00%			

TOTAL DEVELOPMENT SOURCES	Amount	
Senior Debt		
County National Bank	$498,000	61.20%
xxx	$0	0.00%
xxx	$0	0.00%
xxx	$0	0.00%
xxx	$0	0.00%
xxx	$0	0.00%
xxx	$0	0.00%
xxx	$0	0.00%
Subordinate Debt/Grants		
BMC Grant	$250,000	30.72%
Other:		0.00%
Other:		0.00%
Other:		0.00%
Deferred Fees/Cash Equity		
Deferred Developer Fees		0.00%
Other Deferred Related Party Fees		0.00%
Deferred Consulting Fees		0.00%
Cash Equity Owner	$65,700	8.07%
Land/Building Contribution Owner		0.00%
Other Equity Investment		0.00%
Other:		0.00%
Other:		0.00%
Other:		0.00%
TOTAL DEVELOPMENT SOURCES	$813,700	100.00%

Construction Financing			
Construction Loan:	County National Bank	$113,600	13.96%
Interest Rate:	5.00%		

Sources & Uses	
Total Development Costs	$813,700
Total Development Sources	$813,700
Surplus/(Gap)	$0

Other Calculations				
Rental S.F.	3,798		Construct Cost /S.F	Develop Cost/S.F.
Residential & Comm. Common Spaces	0			
Common Space Other	702			
Total S.F. Building w/o Parking	4,500		$112.89	$180.82
	# Spaces	Park S.F.	Construct Cost/Space #DIV/0!	Construct Cost/S.F. #DIV/0!
Parking	0	0		
				% TDC
Cash Equity			$65,700	8.07%
Land/Building Contribution			$0	0.00%
Owner Contribution			$65,700	8.07%
Cash IRR			3.9%	
Avg. Annual Cash on Cash Return			7.5%	
Owner Equity IRR			3.9%	
Avg. Annual Return on Owner Equity			7.5%	

SALES/OPEX SUMMARY		
Infrastructure	$0	0.00%
Site Improvements	$0	0.00%
Demolition	$0	0.00%
Building - New Construction	$0	0.00%
Building - Renovation	$505,500	62.12%
Machinery & Equipment - Purchased	$0	0.00%
Furniture & Fixtures - Purchased	$0	0.00%
Other Soft Costs	$0	0.00%
Land/Bldg	$308,200	37.88%
Total Private Investment	$813,700	100.00%

YES
NO

2

https://app.box.com/file/991057298411

AFFIDAVIT OF THE CITY OF JACKSON ASSESSOR

I, Jason Yoakam affirm the following:

1. I am contracted with the City of Jackson as the City Assessor.
2. I am a certified Michigan Master Assessing Officer (Level 4).
3. I have inspected the property located at 208 S Jackson St, in the City of Jackson.
4. This affidavit is given in accordance with Public Act 381 of 1996, commonly known as the Brownfield Redevelopment Financing Act, specifically MCL 125.2652(2)(c)(iii), in determining obsolete property and Public Act 146 of 2000, MCL 125.2782(2)(h)(i), commonly known as the Obsolete Property Rehabilitation Act, to define obsolescence of property.
5. It is my expert opinion the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as blight, overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

Jason M Yoakam, City Assessor

Subscribed and sworn to before me by Jason Yoakam on September 26, 2022.

DEBRA A. NOGA
NOTARY PUBLIC, Ingham County, MI
My Commission Expires Mar. 4, 2025
Acting in Jackson County

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: Conduct a Public Hearing to Receive Citizen Comment for CDBG/HOME Program Performance and Authorize Submission of the 2021 – 2022 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD)

Recommendation:

Conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2021 – 2022 CAPER to HUD.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2021 – 2022 CAPER to HUD before September 29, 2022.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: September 27, 2022

RECOMMENDATION: Conduct a Public Hearing to Receive Citizen Comment for CDBG/HOME Program Performance and Authorize Submission of the 2021 – 2022 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD)

SUMMARY

Conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2021 – 2022 CAPER to HUD.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations with this request.

HISTORY, BACKGROUND and DISCUSSION

The attached CAPER summarizes the City's progress in accomplishing the goals and objectives for its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the 2021-2022 fiscal year. Federal regulations [24 CFR 91.105(d)] require a public comment period for the CAPER of no less than 15 days. To meet the City's public comment requirement specified by regulation, copies of the draft CAPER have been available for public review since September 8, 2022 in the Community Development Department, City Clerk's office, the Carnegie Branch of the Jackson District Library, Community Action Agency, and lobbies of the public housing facilities at Shahan-Blackstone North Apartments, Reed Manor and Chalet Terrace, as well as the City's website. As of the date of this memo, staff has not received comments from the public about program performance; the public comment period remains open through the Public Hearing.

DISCUSSION OF THE ISSUE

Federal regulation [24 CFR 105(e)] and the City's Citizen Participation Plan require a Public Hearing to receive citizen comment on program performance. Comments received during the Public Hearing will be incorporated into the CAPER before submission to HUD.

All publication requirements and comment periods will be met by September 27, 2022, allowing sufficient time for remittance to HUD by September 29, 2022. Each Councilmember received a draft copy of the CAPER on September 8, 2022 and may request modifications if deemed necessary before submission.

POSITIONS

Requested action is for City Council to conduct a Public Hearing to receive citizen comment regarding the CAPER and authorize submission to HUD by September 29, 2022.

ATTACHMENTS

- CAPER

JACKSON
Founded 1829

Before

After

2021 – 2022 Consolidated Annual Performance and Evaluation Report (CAPER)

Community Development Department

The attached document is a draft report. Please display until:

Tuesday, September 27, 2022

Citizens are encouraged to provide comments regarding this report in writing to:

Community Development Department
ATTN: Lena Gray
161 W Michigan Ave, Jackson, MI 49201
E-mail: lgray@cityofjackson.org

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) describes the results of activities completed by the City of Jackson to accomplish the outcomes identified in the 2021-2022 Annual Action Plan for the period of July 1, 2021 through June 20, 2022. This is the second CAPER submitted in association with the 2020-2024 Five-Year Consolidated plan. Some goals in the Annual Action Plan take more than one year to achieve and are ongoing; however, all funded activities continue to further the Consolidated Plan's priorities of providing decent, safe, sanitary, and affordable housing; reducing blight through code enforcement or demolition; and improving the suitable living environment in distressed neighborhoods by sustaining public infrastructure and facilities.

As an entitlement community, the City of Jackson received two CDBG-CV formula allocations from the CARES Act totaling $945,445. At the onset, the Jackson City Council initiated a Homeless Prevention Program through its subgrantee, Community Action Agency (CAA) to utilize over three categories: Eviction Protection, Water Shutoff Prevention, and Foreclosure Prevention. The Homeless Prevention project was initially successful when first implemented in mid-2020; however, as additional federal and state resources funneled into Jackson, the CDBG-CV funds became less critical as a supporting means to meet the immediate needs of the community. City staff attempted to partner with other entities in the community, such as the Jackson Public School system to develop and implement a family counseling program to address the negative mental and behavioral effects virtual learning and isolation from friends had on low-income students. Unfortunately, attempts to redirect the use of CDBG-CV funds was either met with disinterest or, after planning a viable use, other funds were made available that would duplicate the service so plans for CDBG-CV were abandoned.

Under CARES Act rules and regulations for the use of CDBG-CV funds, 80% (or $756,356) must be spent by the end of May 2023. It became obvious two years out that the threshold would not be met if funding was left the way it was. As mentioned above, City staff attempted to find creative ways to respond to the pandemic, especially as it affected low income students and families. Unfortunately, those ideas never came to fruition. As HUD published additional guidance, it became apparent a good project to support that would not create a duplication of benefits was to undertake public facility improvements.

Funding was reallocated to provide upgrades to the Loomis Park Boos Center HVAC system. The Boos Center was originally constructed in 1973 and the current system was inadequate as mechanical systems have significantly improved over the same 50 year period. Combined with decayed and undersized duct work, the system does not provide the proper heating and air flow a recreation center needs. Upgrading the entire system, to include permanent air conditioning, will greatly improve energy efficiency and climate control, as well as air quality, which will aid in the prevention of the spread of COVID-19. Upgrades to the HVAC system were near completion at the end of the 2021-2022 project year.

The HOME-funded Partnership Park rehabilitation project subgranted to CAA was changed from a homebuyer to a homeowner activity in April 2022. The activity's intended beneficiaries, project sites, and outcomes did not change; however, the timing of when rehabilitation would take place did. The original homebuyer rehabilitation plan created barriers to financing for the homebuyer because it would establish second and third mortgages. Lenders balked with this type of financing structure and, with mortgage interest rates rising, the earlier a loan could close with a homebuyer the more affordable the house remained.

On September 21, 2021, the City of Jackson was notified that it was eligible to receive $1,137,398 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. In order to receive funding, the City must submit an action plan outlining how funds will be distributed for use. The process of developing an action plan for HOME-ARP funds was delayed due to City staff medical leave, staffing changes, and the hiring of a new staff person.

Preliminary consultation work with local agencies was conducted with little response from local organizations of their needs. The City decided to postpone the development of the action plan due to the numerous housing studies currently being conducted in the Jackson community. The Jackson Housing Commission / City of Jackson received a Choice Neighborhoods Planning Grant and are conducting a housing needs assessment for the Choice Neighborhood encompassing downtown and area neighborhoods, especially south of downtown. Additionally, the City of Jackson hired Zimmerman/Volk to conduct a housing needs assessment and a target market survey comprising the entire City.

The City of Jackson also recently created an Affordable Housing Development Board that just started in April. They received about $3 million in ARPA funding from the City to initiate complementary housing programs and services. Although they are just starting out, the City has also engaged its ARPA consultant, Guidehouse, to help through the initial setup, including coordinating all the various plans and needs assessments currently underway (drafts of which will be soon available). They are working closely with Collabo (Jackson Housing Commission's consultant for the CN grant) and Zimmerman/Volk to pull everything together then to provide an "interpretative" document along with other consultations/assessments they will be performing. When completed, the data obtained from these projects should lead to a well-coordinated use of the various funds available and an assessment of how best to develop the HOME-ARP action plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

					5-Year Strategic Plan			1-Year Action Plan		
Goal	**Category**	**Source / Amount**	**Indicator**	**Unit of Measure**	**Expected**	**Actual**	**Percent Complete**	**Expected**	**Actual**	**Percent Complete**
CHDO - New Construction	Affordable Housing	HOME: $287,439	Homeowner Housing Added	Household Housing Unit	5	0	0.00%	3	0	0.00%
CHDO Reserve - Homebuyer Rehabilitation	Affordable Housing		Homeowner Housing Added	Household Housing Unit	5	0	0.00%	0	0	0.00%
Code Enforcement (legal)	Non-Housing Community Development		Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	431	86.20%	300	227	75.67%
Homeowner Rehabilitation	Affordable Housing	CDBG: $423,902	Homeowner Housing Rehabilitated	Household Housing Unit	75	29	38.66%	0	17	170.00%
Public Facilities/Infrastructure	Non-Housing Community Development	CDBG: $761,266	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3180	6495	204.25%	3180	6495	204.25%
Residential Demolition	Clearance and Demolition	CDBG: $300,000	Buildings Demolished	Buildings	100	32	32.00%	10	12	120.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

As noted in the 5-Year Consolidated Plan, public facilities and infrastructure improvements are solely the responsibility of the City of Jackson to maintain. Diminishing revenue streams and increasing costs to provide services the community expects from its government deferred the maintenance of streets and parks. Public infrastructure projects completed during the 2021-2022 program year included reconstruction of the pavement and curbs, replaced water mains and lead service lines where needed at Cooley Place: Morrell Street to Biddle Street and Biddle Street: Mechanic Street to South Martin Luther King Jr. Drive. Preliminary design work was completed for Perrine and Burr Streets, however, due to supply chain delays, the project was postponed and is not expected to begin until the third quarter of the 2022-2023 program year. Rehabilitation of the Boos Center based on priority needs identified through an architectural/engineering assessment, and replacement of the playground outside the Boos Center to improve the safety and accessibility for neighborhood children was delayed due to additional SHPO required done due to unanticipated and significant ground disturbing activities. A phase I architectural survey was completed and approval to proceed was received from SHPO on 6-9-2022. The project will continue to move forward into the 2022-2023 project year.

In August 2020, City Council approved the addition of a partial rehabilitation option to replace a home's major components that are nearing the end of their useful life but were not yet eligible as an emergency hazard. By adding this option, the City is able to help additional homeowners replace the more expensive repairs a home needs, allowing homeowners to use their limited maintenance budgets for more cosmetic improvements. The City also reduced the amount of time a lien was placed on a property from 10 or 20 years to five (5) to 10 years, depending on the level of rehabilitation offered. Seventeen (17) low-income homeowner properties received emergency hazard or major component improvements during the program year.

Demolition of foreclosed, vacant, or abandoned residential properties continues to be a measure used by the City to remove blighting effects in residential neighborhoods primarily comprised of low income households. With a change in City leadership, more homes acquired through tax reversion are being sold to responsible homebuyers or real estate investors, reducing the number of properties slated for demolition and providing more affordable housing options in the community. However, some tax reverted properties have suffered years of neglect and deferred maintenance and still require removal through demolition. Twelve (12) demolitions were completed during the 2021-2022 program year. Being an activity under the Slum/Blight Spot Basis National Objective, staff closely tracks the 30% cap which limits the number of demolition projects that can be undertaken during a program year.

The following Homeless Prevention accomplishments have been achieved through the use of CDBG-CV funds:

- 45 households (126 individuals) kept their water service through payment of delinquent water bills
- 1 household (1 individual) remained housed by avoiding foreclosure

Due to the unprecedented amount of federal and state funds made available in the Jackson community, other resources became accessible to prevent homelessness through similar means. It became clear the City would not meet its threshold of expending 80% of its CDBG-CV funds by the end of May 2023 providing just homelessness prevention funding. As additional guidance became available from HUD in 2021, the City created a project to upgrade the HVAC system at the Boos Community Center at Loomis Park as it was severely outdated, inefficient, and does not have the capacity to provide proper air transfer, heating, and cooling. The Boos Center offers a variety of classes and activities for all age groups, from tumbling classes for 2 and 3 year olds to "Active Aging" programs geared for seniors and also serves as a neighborhood warming center during winter months and a cooling center during summer months using portable air conditioners.

The City began discussions with Community Action Agency (CAA) to recapture unused CDBG-CV funds from the Homeless Prevention activities at least a year in advance. On June 15, 2022, over $300,000 was recaptured three (3) months early which is in the process of supporting another public facilities and infrastructure project at Loomis Park where the Boos Center is located. This new project will be to expand the trail system on the east side of the park with social distancing a key factor in its development. This trail will also contain socially distanced fitness pods to ensure any subsequent outbreaks of COVID-19 or similar viral pandemics does not interfere with the area's residents' desire for safe, outdoor fitness activities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	24	0
Black or African American	9	0
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Multi Racial (those who reported they are 2 or more races)	7	0
Total	**40**	**0**
Hispanic	6	0
Not Hispanic	32	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

In early 2017, the Jackson City Council adopted a Non-Discrimination Ordinance, found at Chapter 15, Article III of the City of Jackson Code of Ordinances. This ordinance states in part: It is the intent of the City of Jackson that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

Of the seventeen (17) households assisted during program year 2021-2022, a total of 40 persons benefited from the use of CDBG or HOME funds. Other notable information includes, but is not limited to, the following:

- Total of eight (8) female heads of household
- Total of (16) extremely low income, (11) low income, and (13) moderate income
- Total of fourteen (14) minor children
- Eight (8) disabled persons
- Ten (10) elderly persons

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	$1,367,930	$1,418,811
HOME	public - federal	$334,329	$476,699

Table 3 - Resources Made Available

Narrative

Approximately 25% of the City's total CDBG-CV allocation has been expended under the Homeless Prevention initiative. As additional state and federal resources flowed into the community to fund similar activities as this project's initial focus, the ability to use CDBG-CV was hindered due to the "no duplication of benefits" requirements. To meet the timeliness requirements included with the CARES Act, City staff recaptured over $300,000 in homeless prevention funds three (3) months before the expiration of the written agreement with Community Action Agency to put toward projects that should be completed by May 2023.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation
Target Area 1: West of Henry Ford Allegiance Health	10%	3.25%
Target Area 2: East of S. Martin Luther King Jr Dr	10%	31.9%
Target Area 3: West of S Martin Luther King Jr Dr	10%	2.3%

Table 4 – Identify the geographic distribution and location of investments

Narrative

This being the second year of the 5-Year Consolidated Plan, progress has been made in increasing CDBG investment in the three target areas since the 2020-2021 project year. Challenges still remain due to interruptions related to supply chain delays. The amount of CDBG invested in the three (3) locally-designated target areas identified above is unbalanced, however movement towards spreading investment more equally between the three target areas has occurred. CDBG funding amounts decreased from 45.3% to 31.9% in Target Area 1. Projects funded include the demolition of three (3) residential properties to decrease blight in the area, three (3) homes receiving new roofs and two (2) street reconstructions. The investment increased in Target Area 1 from 1.5% to 3.25% with preliminary work started on street reconstruction. Investment also increased from 0% to 2.3% in Target Area 3 with two (2) homes receiving new roofs and a boiler repair. In addition to CDBG

investments, Target Area 3 received HOME funds in the development of two (2) new single family homes developed by the City's CHDO, the Greater Jackson Habitat for Humanity. Planning continues to be undertaken by the City's Engineering and rehabilitation staff to identify future projects to expand investment in the underserved target areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Street reconstruction projects are selected in areas that also need water and/or sewer or other utility upgrades. The City of Jackson deeded a vacant lot to the Greater Jackson Habitat for Humanity to further its new construction project, DeLand Pointe, as the City's CHDO.

The City of Jackson is exempt from providing 25% match through the HOME program due to its high poverty level, low per capita income, and fiscal distress.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3 .Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	**Date of Contribution**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated labor**	**Bond Financing**	**Total Match**
Not applicable								

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period $	**Amount received during reporting period $**	**Total amount expended during reporting period $**	**Amount expended for TBRA $**	**Balance on hand at end of reporting period $**
$74,154	**$11,544**	**$37,929**	**0**	**$47,769**

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Number	0	0	0
Dollar Amount	0	0	0
Sub-Contracts			
Number	0		0
Dollar Amount	0		0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	**0**	
Businesses Displaced		
Nonprofit Organizations Displaced		
Households Temporarily Relocated, not Displaced		

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	17
Number of households supported through Acquisition of Existing Units	0	0
Total	**0**	**17**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The rehabilitation policies and procedures manual, last updated in 2014, underwent significant changes early in the 2020-2021 program year. Although full rehabilitation remains in the manual, its use was suspended due to the cost to fully rehabilitate the City's aged housing stock becoming cost prohibitive. To help low-income homeowners remain housed and make that housing affordable to them, the incorporation of a "major components" program was added to the manual. This program allows the City to provide rehabilitation assistance to a homeowner to replace aged major systems, such as a roof, furnace, water heater, etc., before they become an emergency situation. The emergency hazard program remains intact and addresses issues that have escalated to an emergency situation, such as a leaking roof or a non-functioning furnace during the winter months.

Over the years, the City's rehabilitation program has been able to help fewer and fewer families due to increasing building material costs and level of repairs needed. Instead of trying to correct all code violations which may exist in a home, the focus has shifted to assist with the most expensive items a homeowner may face at any given time. Adding the ability to correct a home's major systems and components that are toward the end of their useful life before they become an emergency situation will save homeowners thousands of dollars.

At the beginning of the 2021 fiscal year, over 500 postcards were mailed to homeowners in the City's three local target areas informing them about the rehabilitation programs offered. The response to that targeted mailing has produced several new applications for assistance. This program year, of the 17 projects provided rehabilitation assistance, five (5) were in one of the three local target areas. Further, the City received thirty-one (31) additional applications in one of the three local target areas. Of those, ten (10) were denied for not meeting program eligibility requirements, twenty-three (23) were pending the receipt of supporting documents to complete their application for eligibility review, seven (7) are in financial review, pending receipt of additional funding and one (1) was withdrawn. Funds dedicated to the rehabilitation of emergency hazards and major component repairs were depleted prior to the end of the fiscal year and a waiting list of applicants was started for future projects as funds are available.

Discuss how these outcomes will impact future annual action plans.

Offering rehabilitation loans for homeowners facing emergency hazards or major components nearing the end of their useful life will continue as a high priority. Due to the overwhelming response early in the 2021 fiscal year, additional funds may be needed from projects that come in under budget or program income to offer the loans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	7	0
Low-income	4	0
Moderate-income	6	0
Total	**17**	**0**

Table 13 – Number of Households Served

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City of Jackson staff does not specifically reach out to homeless persons and assess their individual needs. However, staff does participate with the Jackson County Continuum of Care (CoC) and, in the past, has served as a co-chairperson to the Board. The CoC is comprised of various community service organizations and governmental entities that meet monthly to discuss emerging needs and strategically plan to address those needs, be it legal, social, practical, or others. On January 27, 2021, members of the CoC participated in the annual Point in Time (PIT) count to document the number of sheltered and unsheltered homeless persons residing in the community. The CoC provides funding to community service providers to screen and evaluate those living in a shelter or are otherwise homeless to assess an individual's or family's acuity. The screening tool is applied across multiple components then prioritizes who to serve next and why, while concurrently identifying areas in the person/family's life where support is most likely necessary to avoid housing instability.

A designated Housing Assessment and Resource Agency (HARA) is the primary access point for all homeless persons or those at risk of becoming homeless who are also able to be initially assessed through other avenues, such as emergency shelters, domestic violence shelters, veterans' providers, etc. The CoC uses the same assessment tool at all access points with criteria modifications for specific subpopulations, namely the Service Prioritization Decision Assistance Tool (SPDAT). The Tool determines each household's housing and service needs, but also prioritizes households for housing program referrals for permanent supportive housing, rapid re-housing, or supportive services only.

Addressing the emergency shelter and transitional housing needs of homeless persons

The 2021 PIT count performed by the CoC indicated 119 homeless individuals were documented, an increase of approximately 19% from 2020. Of those, all 119 were reported as sheltered. Five (5) individuals were considered chronically homeless, a slight decrease from 2020, defined as a single person (or head of household) who experienced four (4) homeless episodes during the previous 12 months; however, all of those persons were sheltered at the time the count was conducted.

The 2021 Housing Inventory Count (HIC) reports 126 year-round beds in shelters for those experiencing homelessness. Eighty (80) beds are reserved for households without children and fifty-nine (59) beds are available for households with children. An additional five (5) beds are available during overflow situations. In addition, the Rapid Re-Housing program reports twenty-five (25) year-round beds; Permanent Supportive Housing supplies seventy-eight (78) year-round beds.

The Housing Assessment Resource Agency (HARA) screens clients to determine the appropriate housing interventions. Through the "no wrong door" approach, though, the screening can be accomplished by another agency and coordinated through the HARA. The assesment tool quickly evaluates the health and social needs of those experiencing, or are at risk of, homelessness to help identify the best type of support and housing intervention by relying on three (3) categories of recommendation:

- *Permanent Supportive Housing* - individuals or families who need permanent housing with ongoing access to services and case management to remain stably housed;
- *Rapid Re-Housing* - individuals or families who are likely to achieve housing stability over a short period of time through a medium or short term rent subsidy and access to support services;
- *Diversion* - individuals or families who do not require intensive supports but may still benefit from access to affordable housing with some light touch services. In these cases, the assessment tool recommends affordable or subsidized housing but no financial assistance.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act provided an influx of Emergency Shelter and CoC grant money, among other CARES Act funding, to the Jackson community to address the needs in preventing, preparing for, and responding to COVID-19.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Members of the CoC constantly evaluate and report gaps in services for Jackson's homeless population. The CoC operates a Coordinated Entry process that standardizes the way individuals and families at risk of homelessness are assessed for, and referred to, the housing and services they need for housing stability. The United Way of Jackson County also funds Central Michigan 2-1-1 which can connect persons in need with health and human resources available in the area simply by dialing 211 on their phone. The United Way also facilitates a monthly Emergency Needs Coalition meeting allowing various community service and faith based organizations to come together to share resources they have available and to problem solve.

The onset of COVID-19 provided great insight into where gaps truly exist in providing key services to the Jackson community. Instead of assuming where these discrepencies existed from anecdotal reporting, the reality and priority of unmet needs became known, and are continuing to materialize, as Jackson deals with the real-time existence and emergence. For its part, the City of Jackson obligated a siginficant portion of its CDBG-CV grant toward Homeless Prevention activities which included Foreclosure Prevention, Water Shutoff Protection, and Eviction Prevention. As additional state and federal resources flowed into the community to fund similar activities as this project's initial focus, the ability to use CDBG-CV was hindered due to the "no duplication of benefits" requirements. To meet the timeliness requirements included with the CARES Act, City staff recaptured over $300,000 in homeless prevention funds three (3) months before the expiration of the written agreement with Community Action Agency to put toward projects that should be completed by May 2023.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to operating a Coordinated Entry process, the CoC also adopted the Housing First model which prioritizes housing to people experiencing homelessness. By attending to a person's critical needs of food and shelter first, it is believed they will then be able to focus on other needs such as getting a job, learning how to budget properly, or attending to any substance abuse issues. Housing First does not require a person experiencing homelessness to address all of their problems or attend a variety of service programs before receiving assistance. Once housing is stabilized, individuals are offered supportive services but are not required to participate.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Jackson Housing Commission (JHC) has served as the City's Public Housing Authority (PHA) for over 60 years and also services all of Jackson County. JHC is considered a medium-sized agency providing 500 public housing units, 40 scattered-site single family homes, and up to 475 Housing Choice Vouchers (HCV).

In early 2020, the JHC applied to the HUD Rental Assistance Demonstration (RAD) program and received approved Commitments to enter into a Housing Assistance Payment (CHAP) for its three properties of Reed Manor, Chalet Terrace, and Shahan-Blackstone North. Congress authorized RAD in 2012 to preserve affordable housing by allowing Public Housing Agencies (PHAs) to convert from their original source of HUD funding to project-based section 8 contracts or project-based vouchers.

The City will continue to work collaboratively with the JHC as needed through the RAD conversion, which changes the type of federal housing assistance from public housing (Section 9) to project-based vouchers (Section 8). The RAD conversion also allows the JHC to obtain other public or private funding sources to repair and improve their properties. Once the RAD conversion is fully implemented, the JHC plans to apply for Low-Income Housing Tax Credits (LIHTC) through the State of Michigan.

In July 2021, the JHC and City successfully partnered in a Choice Neighborhoods Planning grant application, which was awarded in November 2021. The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with severely distressed public housing and/or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and other stakeholders, such as public housing agencies, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood.

With the first year of planning wrapping up, the JHC and City participate in bi-weekly planning team calls with Collabo, the consultant engaged by JHC to guide it through the planning process. A steering committee has been formed with numerous members representing non-profit entities, faith-based organizations, schools, local police, local residents and others. Several community meetings have taken place within the Choice Neighborhood boundaries to introduce the concept of Choice Neighborhoods and what it could mean for the selected area. JHC staff are available at the community meetings to discuss ideas and assist with survey questions. A trailer was purchased and decorated by JHC to use as a mobile headquarters; free little libraries have also been erected in the Choice Neighborhood area as a promotional and informational tool.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Residents of the three public housing complexes continue to be actively engaged with upcoming RAD conversions at Shahan-Blackstone North and Chalet Terrace. In addition, Reed Manor residents have been especially busy assisting with the Choice Neighborhood planning to ensure future redevelopment will meet their housing visions with the amenities most needed. Reed Manor residents identified kitchens and bathrooms as being the areas that are most in need of upgrading. In terms of preferred indoor community spaces, the top choices were for an upgraded laundry room, a gym or fitness center, and a game room. Preferred outdoor site features included new benches, barbecue areas, and security features, as well as more convenient parking. For the larger neighborhood, residents identified the need for additional houses of worship, as well as a bakery and pharmacy within walking distance.

Actions taken to provide assistance to troubled PHAs

The JHC is not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Jackson does not intentionally create policies, codes, or rules that produce barriers to affordable housing, but rather faces the same realities experienced by most municipalities – increasing construction costs, complexity of financing for larger projects, and an affordability gap between incomes and housing costs. Likewise, most policies, ordinances, and/or codes are established to maintain compliance with local, state, and federal guidelines or for health and safety reasons.

Conversations with local housing providers reveals affordable housing in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Landlords unaware of the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices.
- Tenants do not realize their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices.
- Exorbitant security deposits, non-refundable application fees, and unaffordable deposits for utilities.
- Inability to obtain utilities in tenant's name.
- Limited public transportation options.
- Poor credit history, especially for youth just out of college, persons facing unexpected life issues, or ruined as part of a domestic violence situation.
- Rejection of service animals in the unit.
- Refusal to accept Housing Choice Vouchers or charging rents that don't qualify for fair market rent.
- People who are routinely discriminated against often don't notice or identify discrimination. If discrimination is suspected, the tenants are often more interested in finding housing to meet their immediate need rather than going through a lengthy appeal process.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

City staff continues to maintain its network of state and local public agencies and non-profit service providers and facilitates meetings when appropriate. The use of CDBG or HOME funds to meet underserved needs is subject to fluctuations in annual funding. The CARES Act and subsequent federal and state subsidies provided unprecedented levels of funding in the community to address a variety of urgent needs from keeping families housed to supporting small businesses.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

According to the Michigan Department of Health and Human Services (MDHHS), environmental exposure to lead in amounts sufficient to cause illness and neurological damage in children remains a significant concern in Michigan. Jackson County has been identified as one of 14 counties in Michigan at high risk for childhood lead exposure and poisoning. Lead-based paint hazards are a major concern for the City's young children and pregnant women as over 90% of all housing was constructed prior to 1978.

Housing built prior to 1978 (when federal law banned the use of lead-based paint in residential housing) is considered to be at risk of containing some amount of lead-based paint. The amount of lead pigment in the paint increases with the age of the housing. Housing built prior to 1950 remains a significant concern for lead poisoning as 1950 is often recognized as the "threshold" to lower levels of lead-based paint. Before 1940, paint typically contained high amounts of lead, often 10 to 50 percent. In the early 1950s, paint industry standards voluntarily called for limiting lead content to 1%. With approximately 77% of the housing stock built prior to 1950, Jackson housing units pose a high risk of containing significant lead-based paint hazards. Young children of very low- and low-income households are most likely to reside in older housing, and are disproportionately at risk of lead poisoning. Rental properties make up a large percentage of the City's housing units. If units containing lead-based paint are not properly maintained, the risk of young children coming into contact with lead-paint hazards will continue to climb.

Inspections of non-owner occupied housing units assess deteriorated paint and are cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home receive a combination lead paint inspection/risk assessment and, if hazards exist, treated according to the Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Jackson has neither the facilities nor resources to carry out programs directly targeted at reducing the number of households at or below the poverty level. However, through the use of CDBG and HOME funds, the City offers services and programs to make housing affordable to its low- to moderate-income homeowners:

- *Rehabilitation* – Unfortunately, rising construction costs led to the suspension of offering low-income homeowners a full rehabilitation to correct all code violations. However, up to $25,000 is available through a five year, zero-interest, deferred loan with a partial low repayment factor to correct emergency hazards or replace a home's major components nearing the end of their useful life. By assisting homeowners address the major aspects of home ownerhip maintenance needs, more households benefit from the City's limited CDBG funds.
- *Homebuyer New Construction* – currently under development through the City's CHDO, the Greater Jackson Habitat for Humanity. Two properties have been constructed as of the writing of this report and are in the process of being sold.
- *Homeowner Rehabilitation* - The HOME-funded Partnership Park rehabilitation project subgranted to CAA was changed from a homebuyer to a homeowner activity in April 2022. The activity's intended beneficiaries, project sites, and outcomes did not change; however, the timing of when rehabilitation would take place did. The original homebuyer rehabilitation plan created barriers to financing for the homebuyer because it would establish second and third

mortgages. Lenders balked with this type of financing structure and, with mortgage interest rates rising, the earlier a loan could close with a homebuyer the more affordable the house remained. Two (2) of the sixteen (6) homes sold shortly after the end of the 2021-2022 program year.

In addition, the City ensures tenants have decent, safe, and sanitary living conditions through its Housing Code Enforcement (HCE) program (not federally funded). The HCE program also improves neighborhood living conditions through enforcement of various blight ordinances, such as garbage, inoperable vehicles, noxious weeds and trees, and zoning violations.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff actively participates with the CoC and other collaborative meetings as may be necessary to remain aware of the community's health and emerging needs. Close monitoring of projects implemented by other City departments ensures compliance with federal rules and regulations and the timely expenditure of CDBG funds. The Greater Jackson Habitat for Humanity receives technical assistance and guidance by various City staff as its new housing construction project proceeds.

The onset of COVID-19 made the community keenly aware of the need to develop a stronger institutional structure. As the seriousness of the novel coronavirus became evident to Michigan communities, the Mayor and City Manager worked closely with community stakeholders. Among partners were local health care leaders such as Henry Ford Allegiance Health, the Jackson County Health Department, the Center for Family Health, the United Way of Jackson County, Community Action Agency, and others to coordinate local non-profits' efforts to address the emerging needs of the community.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Once a year, the Jackson City Council holds a public hearing to specifically gain input from the community on general housing and community development needs prior to the start of the annual funding process. Comments received during the public hearing are considered by the City Council and incorporated into the Annual Action Plan and/or Consolidated Plan. City staff actively participates with the CoC; members of the CoC represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The purpose of an Analysis of Impediments to Fair Housing is to determine if possible discrimination to housing choice exists in the community within the seven (7) federally protected classes of race, religion, sex, color, national origin, disability, or familial status. In early 2017, the Jackson City Council adopted a non-discrimination ordinance and recently updated Jackson's Fair Housing Ordinance, found at Chapter 14, Article IV of the City of Jackson Code of Ordinances to include several additional classes protected from housing discrimination as follows: religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or

political opinion, union affiliation, and physical or mental handicap.

While the City's Fair Housing ordinance includes protected classes beyond those identified at the federal level, local housing advocates report discriminatory practices are often not pursued. Tenants are usually in "survival mode" and are more interested in obtaining housing than proceeding with legal action. The process is intimidating, takes time, and is not clear cut. Oftentimes a discriminatory practice may be the underlying issue but housing is denied for minor legitimate reasons making prosecution especially difficult.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring is completed mainly through desk reviews. With City departments overseeing funded projects, access to immediate review and consultation is easily achieved. Employees with many years of experience managing federally-funded projects oversee these activities. Responsible staff has found few if any issues to address.

All expenditures of CDBG/HOME funds are thoroughly reviewed for eligibility and adequate documentation. Once approved for compliance, invoices are submitted for payment where they are further evaluated before processing. An independent auditor performs a single audit of the City's federal grants annually.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Jackson encourages all citizens, and especially those for whom activities are targeted, to participate in the planning and utilization of CDBG and HOME funds. The City of Jackson also invites active participation by local and regional institutions, the Jackson County Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in developing and implementing the Consolidated Plan and Annual Action Plan. The ability for citizens to participate in community development goes beyond the formal processes described in the Citizen Participation Plan through day-to-day involvement and interaction with City staff, formal boards, planning committees, ad hoc advisory groups, and the Mayor and City Council.

Notice of upcoming public hearings and open comment periods is published in local newspapers at least 10 days in advance. Information is also posted on the City's website and on its social media platforms. The Consolidated Plan and Annual Action Plans provide a 30-day public comment period while the Consolidated Annual Performance and Evaluation Report is 15 days. Comments are taken orally or in writing, are considered by the Jackson City Council, and incorporated into the document to which they pertain.

A Public Hearing to obtain citizen comments regarding the FY 2021 program performance will be held during the Jackson City Council's September 27, 2022 regular meeting.

Placeholder for Copy of public notice publication and affidavit.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Staff does not foresee a change in Jackson's program objectives, which include housing rehabilitation, new or converted housing, blight elimination through clearance, and public infrastructure and facility improvements. Concentrating resources within these objectives versus spreading limited funds among a variety of unfocused activities has proven extremely effective in improving the community and local economy.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants? No

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City of Jackson has not invested HOME funds in rental housing; rather it has concentrated on low-income homeowners or homebuyers receiving assistance.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City of Jackson has not produced rental or homebuyer projects consisting of five (5) or more units.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During Program Year 2021-2022, the City received program income in the amount of $11,544. This program income derived from HOME-funded rehabilitation loans completed during prior years. $37,929 in program income was expended during 2020-2021.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The City of Jackson ensures landlords maintain housing units to decent, safe, and sanitary conditions through a biennial housing inspection process. City administration helps private developers access funding resources that may be available, such as LIHTC. The City's CHDO is in the process of completing the build and sale of two new owner-occupied housing units.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: John Willis, Chief Equity Officer
DATE: Tuesday, September 20, 2022
RECOMMENDATION: Public hearing to accept public comments, acceptance of the Development and TIF Plan from GWJ Group Economic Development and Consulting, and approval of the Resolution after public hearing.

SUMMARY

The Michigan Corridor Improvement Authority Act (2005 PA 280, MCL 125.2871-125.2899) authorizes an authority to submit to the city governing body a tax increment financing plan, which must include a development plan for the authority's development area. Tax Increment Financing (TIF) plans and development plans are subject to public hearings and affected local taxing jurisdictions must be notified.

In accordance with Public Act 57, Part 6, the GWJ Group at the behest of the Martin Luther King Corridor Improvement Authority has prepared the required Development and TIF plan.

BUDGETARY CONSIDERATIONS

The proposed development plan includes short-term, medium-term, and long-term budget projections based on the needs of the MLKCIA Community. Feasibility studies, community assessments, and community input will determine how allocated funding is used pending City Council approval.

Current projections are as follows:

Short-term Years: 2022-2026	Medium-term Years: 2027-2037	Long-term Years: 2038-2047
$5,687,500	$5,462,500	$3,350,000
	Total Projected Cost	$14,500,000

$4.5 million has been allocated by City Council from ARPA funding to the MLKCIA.
Other funding sources will be;

- Grants and Donations,
- Revenue Bonds or Notes,
- Revenues from property, buildings, or facilities owned, leased, licensed, or operated by the authority or under its control,
- TIF plan (per Act 57),
- Special Assessment District proceeds (as provided by law), and monies obtained by City Council or otherwise authorized by law in order to finance a development program.

HISTORY, BACKGROUND and DISCUSSION

In October of 2018 the City Council adopted Ordinance 2020-18 establishing the Martin Luther King Corridor Improvement Authority (MLKCIA). In January of 2021 Jackson City Council made board appointments to the MLKCIA. In May of 2021, the City of Jackson contracted with GWJ Group, LLC to create and implement a development strategy for the MLKCIA in accordance with Public Act 57, Part 6. This is the TIF Plan and the Development Plan prepared accordingly for a public hearing and the Jackson City Council's approval.

DISCUSSION OF THE ISSUE

The MLKCIA has worked with the GWJ Group to establish a development strategy for the corridor. The Jackson City Council has approved amending the boundaries of the MLKCIA to make it more attractive to investors and businesses. There are many needs for the community surrounding the MLKCIA; fresh food options, financial literacy education, economic development, health care options, home ownership, and workforce development are all needs the community has identified.

The MLKCIA and GWJ group will continue to work with the community to identify what is feasible and sustainable to help the MLKCIA become a thriving community with economic prosperity, committed and dedicated to diversity and inclusion while maintaining high ethical standards.

The MLKCIA will also seek community assessments and feasibility studies to determine which options will best meet needs of the community and provide long-term benefits to the community.

The attached TIF and Development Plans provide the framework around the needs of the community and will allow the MLKCIA to effectively invest in restoring a community that has suffered disinvestment in the past.

POSITION

Recommendation to accept and approve MLKCIA Development and Tax Increment Financing Plan Resolution.

ATTACHMENTS: MLKCIA Memo to Council, MLKCIA Development and TIF Plan.

CITY OF JACKSON MICHIGAN

MARTIN LUTHER KING CORRIDOR IMPROVEMENT AUTHORITY

161 W. Michigan Ave. • Jackson, MI 49201
517-788-4167 • www.cityofjackson.org

MEMO TO: City Councilmembers

FROM: Anthony Parker, Chairperson, MLKCIA

DATE: Tuesday, September 27, 2022

SUBJECT: Martin Luther King Corridor Improvement Authority Development and TIF Plan

---

RECOMMENDATION:

To approve the MLK CIA development and TIF plan and resolution as prepared by GWJ Consultants and approved by the Martin Luther King Jr. Corridor Improvement Authority Board of Directors.

On Thursday, September 15, 2022, the Martin Luther King Corridor Improvement Authority Board of Directors reviewed and approved the attached Martin Luther King Corridor Improvement Authority development and TIF plans prepared by GWJ consultants as required by the Michigan Legislature Corridor Improvement Authority Public Act 57 of 2018.

The appropriate public postings and mail notifications to taxpayers and taxing jurisdictions have been completed as required. An affidavit of all postings and mailings has been filed with the City Clerk's office.

The MLKCIA Board of Directors requests that the City of Jackson City Council approve these plans as required in the Corridor Improvement Authority Statute and the appropriate resolution.

JW/lar

RESOLUTION 2022-__

A Resolution Approving the Development and Tax Increment Financing Plan for the MLK Corridor Improvement Authority in the City of Jackson

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson has determined that it is in the best interest of the public to revitalize and encourage redevelopment of commercial corridors in the City to promote economic growth, mixed uses, well designed and environmentally responsible development, attractive streetscapes and landscapes, and new opportunities for pedestrian and bike access, consistent with the City's Master Plan for Future Land-use; and

WHEREAS, in 2018, the State of Michigan recodified the Tax Increment Financing Act (herein "the Act"), including Part 6 Corridor Improvement Authorities, to provide for the establishment of Corridor Improvement Authorities as a tool to help correct and prevent deterioration in commercial corridor business districts, and promote the economic growth within the districts; and

WHEREAS, after conducting a public hearing, the Jackson City Council voted on October 27, 2020 to adopt Ordinance 2020-18 formally establishing the Martin Luther King Jr. Drive Corridor Improvement Authority ("MLK CIA") and the boundaries thereof; and

WHEREAS, the MLK CIA Board prepared and on September 15, 2022, approved a Development and Tax Increment Financing Plan (the, "Plan"); and submitted the Plan to the Jackson City Council for consideration of approval, after a public hearing has been held; and

WHEREAS, the Jackson City Council has reviewed the Plan and has accepted comments from the public at the public hearing held at 6:30pm on September 27, 2022 in City Council chambers.

THEREFORE BE IT RESOLVED, that the Plan dated September 22, 2022 constitutes a public purpose and is therefore adopted by the Jackson City Council based on the following considerations:

(1) The plan meets the requirements under section 620(2) of Public Act 57 of 2018.
(2) The proposed method of financing the development is feasible and the MLK CIA has the ability to arrange financing.
(3) The development is reasonable and necessary to carry out the purposes of this part.
(4) The land included with the development area to be acquired is reasonably necessary to carry out the purposes of the Plan and of this part in an efficient and economically satisfactory manner.
(5) The Plan is in reasonable accord with the land use plan of the municipality.
(6) Public services, such as fire and police protection and utilities are reasonably necessary for the project and the City of Jackson.

*****

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

I, Andrea Muray, 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 27th day of September, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this __th day of September, 2022.

_____
Andrea Muray, Clerk

EXHIBIT A: _____

City of Jackson
Martin Luther King Jr. Drive Corridor Improvement Authority (MLKCIA)
Development Plan and Tax Increment Financing Plan (Plan) 2022

Prepared by GWJ, LLC
2785 East Grand Boulevard
Detroit, Michigan 48211
(313) 800-0136
info@gwjllc.com

TITLE PAGE:

Martin Luther King Jr. Drive Corridor Improvement Authority - Board Members

- Daniel Mahoney - Mayor
- Arlene Robinson – City Council representative
- Diane Washington
- James Johnson
- Mindy Bradish-Orta
- Philicia Richmond
- Thaddeus Williams
- George Brown
- Anthony Parker
- John Willis

Jackson City Council Members

- Daniel Mahoney - Mayor

City Council Members

- Arlene Robinson Vice Mayor Ward 1
- Freddie Dancy Ward 2
- Angelita V. Dunn Ward 3
- Laura Dwyer Schlecte Ward 4
- Karen Bunnell Ward 5
- Will Forgrave Ward 6

- Jonathan Greene City Manager

TABLE OF CONTENTS

INTRODUCTION AND BACKGROUND

Enabling Legislation	pg. 4
Purpose of the Plan	pg. 4
City Council Actions Establishing the MLKCIA	pg. 4-5
Powers of the MLKCIA Board of Directors	pg. 6-7

DEVELOPMENT PLAN

Legal basis of the Development Plan	pg. 7
Requirements – PA 57, Section 621, (2)(a) thru (r)	pg. 7
Proposed Project Descriptions, Schedule, and Budget	pg. 7-13
Other Sources of Financing	pg. 11

TAX INCREMENT FINANCING PLAN

Explanation of Tax Increment Financing Procedure	pg. 13
Estimated Impact on Taxing Jurisdictions	pg. 14
Duration of the Plan	pg. 15

APPENDICES

Appendix 1- City Council resolution establishing Authority and Development Area by adopting Ordinance No. 2020-18 amending Chapter 2 of Article 2 of the Jackson Code of Ordinances adding Division 15 to establish a Corridor Improvement Authority within a designated area in the City for the purpose of promoting economic growth for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

Appendix 2- City Council resolution establishing amended Development Area Boundary

Appendix 3- Legal Description of Amended Development Area

Appendix 4 – Cost, and Timeline for Projects and Activities

Appendix 5- 2020 Census of Population and Housing

MAPS

Exhibit _A_ - Map of Original Development Area established in 2020

Exhibit _B_ – Map of Amended Development Area established in 2022

Exhibit _C_ - Map of Zoning Classifications

Exhibit _D_ -Map of Parks, Open Space and Martin Luther King Equality Trail

Exhibit _E_ - Map of Land Use

Exhibit _F_ - Map of Vacant Property

Exhibit _G - Map of City and Jackson County Land Bank Owned Property

TABLES

Table 1- Initial Assessed Value and Estimate of Captured Assessed Values, Captured Revenues

Table 2 - Initial Assessed Value and Estimate of Captured Assessed Values, Captured Revenues by Taxing Jurisdiction for Duration of Plan

INTRODUCTION AND BACKGROUND

Enabling Legislation

The enabling legislation for establishing the City of Jackson Martin Luther King Jr. Corridor Improvement Authority (MLKCIA, or Authority), is the Recodified Tax Increment Financing Act, Act 57 of 2018:

"An Act to provide for the recodification and establishment of certain tax increment finance authorities; to prescribe the powers and duties of the authorities; to correct and prevent deterioration in residential, commercial, and industrial areas and certain other areas; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation and implementation of development plans and development areas; to promote residential and economic growth; to create certain boards; to prescribe the powers and duties of certain boards; to authorize the issuance of bonds and other evidence of indebtedness; to levy certain taxes; to authorize the use of tax increment financing; to prescribe powers and duties of certain state officials; to provide for rule promulgation; to provide enforcement of this act; and to repeal acts and parts of acts."

Purpose of Plan

The Development Plan and the Tax Increment Financing Plan (collectively, the "Plan") establishes the legal basis for the capture and expenditure of tax increment revenues in accordance with PA 57 of 2018, for the purpose of encouraging private investment in the Development Area established by Jackson City Council. The financing and development components of the Plan are presented herein as one document with the Appendices, Maps and Tables referenced in both plans.

City Council Actions Establishing The MLKCIA

Based on PA 57 enabling language as the appropriate economic development tool for the City, an evaluation of economic conditions within the proposed development area south of the City's downtown, discussion and input from City leadership and organizations, and the need for an authority to undertake redevelopment efforts, the City of Jackson took actions creating the Martin Luther King Jr. Corridor Improvement Authority (MLKCIA) and determined that it was necessary for the best interests of the public to redevelop its commercial corridors and to promote economic growth:

-On July 14, 2020, Jackson City Council took action to adopt a resolution giving notice of intent to create the Martin Luther King, Jr. Corridor Improvement Authority, establish the

preliminary boundaries for such Authority, and set August 11, 2020 as the date for a public hearing by which comment may be formally received for such Authority.

-Public hearing notices were posted in the proposed development area, sent to taxpayers of record, and published in the newspaper as required by PA 57, and a public hearing was held on August 11, 2020.

-On October 13, 2020, Jackson City Council adopted a resolution approving the 1st reading of the Ordinance Creating Corridor Improvement Authority.

-On October 27, 2020, Jackson City Council adopted Ordinance No. 2020-18 amending Chapter 2 of Article 2 of the City of Jackson Code of Ordinances, adding Division 15 to establish a Corridor Improvement Authority within a designated area in the City for the purpose of promoting economic growth for the health, safety, and welfare of the citizens of the City of Jackson, Michigan, and created a 10- person board of directors. A map of the established MLKCIA Development Area is attached as Exhibit B.

-On January 12, 2021, Jackson City Council made board appointments to the newly established Authority as provided for in PA 57.

-On May 24, 2022, Jackson City Council adopted a resolution of intent to amend the boundaries of the Authority development area setting a public hearing date of July 12, 2022.

-Public hearing notices were posted in the proposed amended development area, sent to taxpayers of record, and published in the newspaper as required by PA 57.

-On July 12, 2022, Jackson City Council held a public hearing amending the boundaries of the development area. See Amended Development Area Map, Exhibit B, and legal description Appendix 3.

On September 13, 2022, Jackson City Council adopted a resolution amending the boundaries of the development area with the first reading of Ordinance No. [XYZ]. [TBD]

On September 27, 2022, Jackson City Council second and final reading of the ordinance Amending Development Area Boundaries, holds a Public Hearing on the Plan and finally adopted the Plan by approving the second reading of Ordinance No. [XYZ]. [TBD]

An April 2022 report prepared and released by the City of Jackson, Department of Diversity, Equity & Inclusion chronicles how urban policy decisions made nearly 100 years ago affect the city of Jackson today. According to the report, Jackson had grown from a small farm town into a mid-sized manufacturing city with over 20 auto manufacturers, gas stations, restaurants, doctors and dentists' offices, grocery stores and other notable community and recreational amenities between the 1930's up to the 1960's.

The report references historical studies, experts, and other documentation that summarizes the impact of urban renewal policies and actions from the federal to the local level that affected urban communities, including those with significant African American

populations across the country. The report indicates for example that the southside neighborhood of Jackson was no different. These actions included the demolition of single-family homes with the concurrent building of low-income housing complexes. The report indicates that at the time, the City of Jackson selected just over 500 homes on the south side to be demolished and to replace those homes with a few multi-unit low-income housing projects that the City felt were needed.

The report also attributed the slow loss of homeownership, federally initiated neighborhood redlining guidance to banks, loan corporations and appraisers, and the limiting of resources to neighborhoods beginning in the early 1930's, are documented reasons for the economic downfall of the southside neighborhood. The report indicates that prior to Urban Renewal, homeownership on the southside was 77%. Currently, homeownership is just under 30%.

The report finds and concludes that a long-term, deliberate, and strategic focus on neighborhood reinvestment is critical towards helping to ameliorate long-term disinvestment in the southside neighborhood.

Powers of the MLKCIA Board of Directors

Under PA 57, Section (1) the board may do any of the following:

(a) Prepare an analysis of economic changes taking place in the development area.
(b) Study and analyze the impact of metropolitan growth upon the development area.
(c) Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, and existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the development area.
(d) Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.
(e) Develop long-range plans, in cooperation with the agency that is chiefly responsible for planning in the municipality designed to halt the deterioration of property values in the development area and to promote the economic growth of the development area and take steps as may be necessary to persuade property owners to implement the plan to the fullest extent possible.
(f) Implement any plan of development in the development area necessary to achieve the purposes of this part in accordance with the powers of the authority granted by this part.
(g) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
(h) On terms and conditions and in a manner and for consideration the authority considers proper or for no consideration, acquire by purchase or otherwise, or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or

personal, or rights or interests in the property, that the authority determines is reasonably necessary to achieve the purposed of this part, and to grant or acquire licenses, easements, and options.

(i) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple family dwellings, and any necessary or desirable appurtenances to those buildings, within the development area for the use, in whole or in part, of any public or private person or corporation, or a combination thereof.

(j) Fix, charge, and collect fees, rents, and charges for the use of any facility, building, or property under its control or any part of the facility, building, or property, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.

(k) Lease, in whole or in part, any facility, building, or property under its control.

(l) Accept grants and donations of property, labor, or other things of value from a public or private source.

(m) Acquire and construct public facilities.

(n) Conduct market research and public relations campaigns, develop, coordinate, and conduct retail and institutional promotions, and sponsor special events and related activities.

(o) Contract for broadband service and wireless technology service in a development area.

DEVELOPMENT PLAN

Legal Basis of the Development Plan

Pursuant to PA 57, Sec. 621, the Authority anticipates using tax increment revenues to finance a portion of various projects in the Development Area and therefore preparing a Development Plan is necessary to describe how funds will be spent.

Requirements – PA 57, Section 621, (2)(a) thru (r)

Per PA 57, Sec. (2) (a thru r), the Plan narrative below describes existing conditions, land use and proposed land use in the Development Area, a summary of proposed projects including construction stages and approximate locations, with projects, activities and administrative costs contained in Appendix 4:

(a) The designation of boundaries of the Development Area in relation to highways, streets, streams, or otherwise.

The MLKCIA Development Area, as amended is located south the City's downtown and begins at the Martin Luther King Jr. Drive (MLK Drive)/Franklin intersection and generally includes parcels adjacent to MLK Drive extending to South Street, the

southern border of the City, parcels adjacent to E. High Street from MLK Drive east to Milwaukee Street, parcels adjacent to Prospect Street between the Norfolk Southern railroad tracks on the east and 4th Street on the west, parcels adjacent to S Cooper Street from E. Franklin to E. Biddle and E. High Street to South Street, the Martin Luther King Jr. Equality Trail (MLK Trail) including property on the north side and adjacent to the MLK Trail from S. Jackson Street to Milwaukee Street, and also including the Howard Woods Complex on the NW corner of the MLK Trail and S. Cooper Street. S. Cooper Street (M-50) is located generally on the east side of the development area. The amended development area includes public road and MLK Trail rights of way (ROW) and easements adjacent to the parcels generally described above. See map of Amended Development Area, Exhibit B.

(b) The location and extent of existing streets and other public facilities with the development area, and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses including a legal description of the development area.

Within the Development Area, Martin Luther King Jr. Drive extends south from Franklin Street for approximately 1.25 miles to South Street, the City's southern border. Formerly Francis Street, this primary vehicular corridor was renamed Martin Luther King, Jr. Drive (MLK Drive) by City Council on February 28, 2019. MLK Drive was repaved from Francis to Morrell in 1995 with additional improvements including a vehicular roundabout at the MLK Drive/Morrell intersection, and installation of acorn style street lighting. At the south boundary of the Amended Development Area, Prospect Street extends east and west from 4th Street to the Norfolk Southern railroad tracks - approximately 1.5 miles. The Michigan Department of Transportation (MDOT) classifies MLK Drive as an Urban Principal Arterial Road, Prospect Street an Urban Minor Arterial Road, and Cooper Street, a portion of State Highway M-50.

Traffic Counts obtained from the City's Engineering Division for several specific portions of the primary streets in the Amended Development Area range from:

Martin Luther King, Jr. Drive
2018/2019 – 6164 to 9398 vehicles per day
2021* – 3805 to 4115 vehicles per day

Prospect Street
2018 – 4899 to 5710 vehicles per day
2021* - 2508 to 4401 vehicles per day

S. Cooper Street
2018 – 10,638 to 13,875 vehicles per day
2020* – 8,457 to 11,031 vehicles per day

*The 2020-2021 traffic figures are deemed to be anomalies and lower due to the temporary closing of many businesses because of COVID related protocols. It is anticipated that future traffic counts will more accurately reflect vehicular traffic trends.

The existing streets are shown on Exhibit B, land uses in Exhibit E, Zoning Map with Zoning Classifications on Exhibit C, and legal description of the development area as amended, in Appendix 3.

A bike and pedestrian trail traversing diagonally across MLK Jr. Drive just south of E. High Street was installed in the 1990's and formally named the Martin Luther King Equality Trail (MLK Trail) by City Council in 2015. The privately owned Martin Luther Park is an open space on the NW corner of S. Cooper Street and E Biddle Street, Worker's Memorial Park is located on the east side of MLK Drive south of E. Biddle, the Howard Woods Complex and Martin Luther King Jr. Recreation Center is on the NW corner of the MLK Trail and S. Cooper Street, with the Grover C. Leake Park located on the NW corner of E. Prospect/Milwaukee Street. A fire station is on the SW corner of E. Prospect/S. Milwaukee. See Exhibit D for map of City Parks and MLK Equality Trail.

(c) *A description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.*

Prospect Street improvements are shown in the City's Capital Improvement Plan (CIP) including water main replacement. However, a firm timeline for completion has not been established, and it is anticipated that any major road, utility, and street lighting work would take place in years 20-25 of the Plan.

There are also portions of streets in the amended development area that are still unpaved such as: Addison Street between Milwaukee and Merriman, and Mansion Street east of S. Cooper Street. These unpaved streets and related utilities are adjacent to parcels that could be improved at a future date, to facilitate development of these properties. To the extent possible with Tax Increment Financing (TIF) and other revenues, the MLKCIA could assist with the Prospect Street improvements contained in the City's CIP.

Using the approved Plan as an economic development tool, the Authority may need to provide a financial incentive to encourage the demolition of structures on properties identified for acquisition, assembly and redevelopment by the City and private developers. Often these properties have buildings that are functionally obsolete; expensive to rehabilitate relative to new construction and the property's value; poorly located on the property; and do not meet current City zoning, building, and ADA requirements. It is noted that the City has undertaken extensive demolition activities to remove structures using Community Development Block Grants (CDBG), Michigan State Housing Development Authority (MSHDA), and other grant funds. The Authority's Development Area is in a City CDBG eligible area. However, demolition projects anticipated in this Plan would be for properties not eligible for CDBG funding and could be part of assembling property for larger redevelopment projects. All demolition projects undertaken would comply with City requirements regarding permitting, environmental assessments, and application procedures.

(d) The location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.

As part of this initial Plan, the Authority contemplates contributing to, participating in and/or undertaking certain capital improvements to real property in the Amended Development Area. The Authority anticipates partnering with the City of Jackson on the future redevelopment or improvement of publicly owned land located within the Amended Development Area. The Authority contemplates contributing available funding and staffing as appropriate to current City and future development projects, programs, and initiatives. For example, Acorn style street lighting was previously installed on MLK Drive from Franklin to Morrell as part of 1995 road improvements. To enhance the visual appeal and lighting quality for the entire length of MLK Drive, it is desirable to complete the street lighting improvements from Morrell to the City's south boundary.

Additionally, Federal and State Road funding does not typically provide for landscaping improvements, with these costs borne by the municipality or adjacent property owners. The roundabout installed at the Morrell/MLK Drive intersection in 1995 has water access available for irrigation but no landscape improvements or public art. Low maintenance plantings and limited hardscape features such as a sculpture are proposed in the roundabout to complete this street feature as an aesthetically pleasing amenity. Any design and installation would be professionally undertaken in compliance with City requirements and coordinated with the appropriate City departments for such a project with the MLKCIA assisting with funding and coordination.

There are also several City parks in the Amended Development Area with numerous parks, open space and trail improvements described in the City's Park and Recreation Master Plan. The City's Parks and Recreation Department is proposing to: upgrade the MLK Trail by 2025 with portions completed as a 12' wide path to improve ADA accessibility, obtain master plans for Worker's Memorial Park enhancements by 2025, upgrade Exchange Park with newer playground equipment, basketball courts, trees and other landscaping in the 2025-27 time frame, and upgrade outdoor basketball courts and landscaping at the Howard Woods Complex by 2027, and an electrical upgrade at Elnora Moorman Park anticipated for 2024.

Finally, the Plan does also identify the need for additional planning and studies, and the creation/ design of future programs that would assist private property owners with incentivizing and financing capital improvements to their property and structures. The capital improvements would contribute to reducing blight, encouraging historic preservation, and making additional retail, office, and housing opportunities code-compliant and available to end users for rent, thereby supporting and increasing the tax base within the Amended Development Area. The Plan contemplates that the proposed programs to assist private property owners would be designed, launched, and underway within the short to term time horizon of the Plan (2022- 2027). As with the current and proposed public capital improvement projects, the Authority contemplates contributing available funding and staffing to help advance future private development projects.

The aggregated costs of the described current and future City improvements, taken together with the future private developments, and time required for completion are described in Appendix 4, with the MLKCIA participating financially as funds are made available.

(e) A statement of the construction or stages of construction planned, and the estimated time of completion of each stage.

The timing and staging of contemplated construction projects have not been confirmed specifically as part of this Initial Plan.

(f) A description of any parts of the development area to be left as open space and the use contemplated for the space.

The development area to be left as open space and recreational programming are: the MLK Jr. Equality Trail, Martin Luther King Jr. Park, Grover C Leake Park, Elnora Moorman Park, Howard Woods complex, Worker's Memorial Park, and Exchange Park.

(g) A description of any portions of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.

It is not anticipated that the Authority will sell, donate, exchange, or lease any property to or from the municipality as part of this initial Plan.

(h) A description of desired zoning changes and changes in streets, street levels, intersections, traffic flow modifications, or utilities.

There are currently vacant parcels within the Development Area that are economically viable and zoning changes could facilitate projects. Zoning changes are requested by the petitioning property owners with the Authority considering and supporting changes in zoning, streets, intersections, or utilities on a case-by-case basis, in consultation with the City of Jackson. In the resolution establishing the Authority, the City of Jackson has agreed to help expedite the local permitting and inspection process in the development area and the Authority will participate and support this process.

(i) An estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange financing.

An estimate of individual projects and activities and cost of the entire development can be found on Appendix 4. Financing is proposed to come from captured Tax Increment Revenues, allocated local, county, state and federal grants, funds from foundations and other corporate and individual donations.

(j) *Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.*

As part of this initial Plan, there are no persons, natural or corporate, to whom any portions of identified developments will be leased sold or conveyed in any manner.

(k) *The procedures for bidding for the leasing, purchasing, or conveying in any manner of all or a portion of the development upon its completion, if there is no expressed or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.*

City of Jackson and Authority approved procedures will be used for bidding for the leasing, purchasing, or conveying in any manner any portion of the development upon its completion.

(l) *Estimates of the number of persons residing in the development area and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, a development plan shall include a survey of the families and individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those units in existence, the number of owner-occupied and renter occupied units, the annual rate of turnover of the various types of housing and the estimated capacity of private and public housing available to displaced families and individuals.*

No persons residing in the development area are anticipated to be displaced. No occupied residences area designated for acquisition and clearance by the authority.

(m) *A plan for establishing priority for the relocation of persons by the development in any new housing in the development area.*

A plan is not applicable because no persons will be relocated by the development.

(n) *Provision for costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat 1894.*

Not applicable.

(o) A plan for compliance with 1972 PA 227, MCL 213.321 to 213.332.

Act 227 of 1972 provides financial assistance, advisory services, and reimbursement of certain expenses for persons displaced or deprived of certain rights in real property.

Because no persons are to be displaced, no plan is needed.

(p) The requirement that amendments to an approved development plan or tax increment plan must be submitted by the authority to the governing body for approval or rejection.

Any amendments to the Plan will be submitted by the Authority to Jackson City Council for consideration and approval, with the City of Jackson complying with the necessary notification requirements for a public hearing and subsequent approval or rejection under PA 57, and other local and state disclosure provisions.

(q) A schedule to periodically evaluate the effectiveness of the development plan.

At a minimum, the Authority will comply with PA 57 reporting provisions including submitting an annual report of its activities to the State, posting reports, plans and other materials periodically on the Authority web site, with copies sent to the taxing jurisdictions. The Authority will follow City of Jackson procedures for budget approval and documentation of expenses, with auditing reports made available and published on the Authority's web site.

(r) Other material that the authority, local public agency, or governing body considers pertinent.

Other supporting materials in connection with the Plan are available to the Authority, City of Jackson staff or City Council members upon request.

TAX INCREMENT FINANCING PLAN

PA 57, Sec. 618, the Authority has determined that it is necessary to prepare and submit a tax increment financing plan to the governing body (Jackson City Council) for approval. There are three requirements for the Tax Increment Financing (TIF) Plan:

1. The TIF Plan must contain a detailed explanation of the tax increment financing procedure,
2. The maximum amount of bond indebtedness to be incurred, and
3. The duration of the program.

1. Detailed Explanation of the Tax Increment Financing Procedure

Tax increment financing is the process of expending new tax revenues for improvements that benefit the source of the taxes. Taxes generated from new private property

developments and improvements to private property within the designated Development Area are “captured” and utilized by the Authority to finance improvements and activities within the Development Area to encourage continued private investment pursuant to a Development Plan approved by Jackson City Council.

Tax increment financing is not a new tax. Once the Plan has been implemented, the Authority ceases collecting the tax revenue and funds revert to the various taxing units.

An “initial assessed value” is established of all the taxable property within the Development Area at the time the Plan is approved, using the most recent assessment roll for which assessment has been completed and finally equalized.

The “captured assessed value” is the amount in any one year by which the current assessed value of the Development Area exceeds the initial assessed value.

Beginning with the next tax collection following approval of the Plan and for each tax collection covered by the Plan duration, municipal and county treasurers must transmit to the Authority the applicable portion of the tax levy set by taxing units on the real and personal property in the development area. These funds transmitted to the Authority area called “tax increment revenues”.

The Authority anticipates using all the revenues captured from existing property, future construction of property, and acquisition of new personal property by owners within the Development Area. The Authority will also capture growth in property value resulting solely from inflation. The “initial assessed value” for real and personal property under the Plan is $11,709,888 as of December 31, 2021. See Table 1.

The ”captured assessed value” in this Plan is based on a 2% inflationary increase in property value, and a constant millage rate of 29.77 mills. The Plan duration is approximately 25 years and ends June 30, 2047. The initial assessed value captured assessed value, and tax increment revenues for all taxing jurisdictions are shown on Table 1.

2. Maximum Amount of Bonded Indebtedness to be Incurred.

The Authority is not anticipated to issue and bonds for projects or activities as part of this initial Plan. Expenses incurred by the City in implementing this Plan will be reimbursed by the Authority as requested by the City. The City may advance funds to the Authority which the Authority will reimburse. The amount of general operating and planning expenditures is anticipated to be approximately $150,000 per year (average) through the Plan duration. Reimbursable expenses may include operating and planning costs, staffing cost for administering the Plan, and other expenses for professional services including publishing the annual report, web site maintenance, audit fees, financial and planning consultants, accounting services and legal counsel.

It is anticipated that implementation of the Plan will be paid from tax increment revenues leveraging other funding sources.

3. Duration of the Program

The duration of the tax increment financing plan commencing upon approval by the Jackson City Council in 2022, and will cease with tax collections due in December 2047, unless the Plan is amended to extend or shorten its duration.

APPENDICES

Appendix 1- City Council resolution establishing Authority and Development Area
Appendix 2- City Council resolution establishing amended Development Area Boundary
Appendix 3- Legal Description of Development Area
Appendix 4- Cost, and Timeline for Projects and Activities
Appendix 5- 2020 Census of Population and Housing

MAPS

Exhibit _A_ - Map of Original Development Area established in 2020
Exhibit _B_ - Map of Amended Development Area established in 2022
Exhibit _C_ - Map of Zoning Classifications
Exhibit _D_ -Map of Parks, Open Space and Martin Luther King Equality Trail
Exhibit _E_ - Map of Land Use
Exhibit _F_ - Map of Vacant Property
Exhibit _G_ - Map of City and Jackson County Land Bank Owned Property

TABLES

Table 1- Initial Assessed Value and Estimate of Captured Assessed Values, Captured Revenues
Table 2- Initial Assessed Value and Estimate of Captured Assessed Values, Captured Revenues by Taxing Jurisdiction for Duration of Plan

Appendix 1-
City Council resolution establishing Authority & Development Area

ORDINANCE 2020 - 18

An Ordinance amending Chapter 2 of Article 2 of the City of Jackson Code of Ordinances, adding Division 15 to establish a Corridor Improvement Authority within a designated area in the City for the purpose of promoting economic growth for the health, safety, and welfare of the citizens of the City of Jackson, Michigan.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council hereby determines that it is necessary for the best interests of the public to create a public body corporate which shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 57 of the Public Acts of Michigan, 2018, MCL 125.4602, et seq.

Section 2. That Division 15 of Article 2, Chapter 2 of the City of Jackson, Michigan Code of Ordinances be established to read as follows:

DIVISION 15. – CORRIDOR IMPROVEMENT AUTHORITY

Sec. 2-404. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in Act 57 or as hereinafter in this section, except where the context clearly indicates a different meaning:

Authority means the Martin Luther King Jr. Drive Corridor Improvement Authority (also known as "MLKCIA") created by this Ordinance.

Act 57 means Act No. 57 of the Public Acts of Michigan of 2018, as amended. MCL 125.4602, et seq.

Board or *Board of Directors* means the Board of Directors of the Authority, the governing body of the MLKCIA.

Chief Executive Officer means the Mayor of the City of Jackson.

City means the City of Jackson, Michigan.

City Council means the City Council of the City of Jackson.

Development Area means the development area designated by this ordinance, as now

existing or hereafter amended, and within which the Authority shall exercise its powers.

Sec. 2-405. Creation of Authority.

There is hereby created pursuant to Act 57 a Corridor Improvement Authority for the City. The Authority shall be a public body corporate and shall be known and exercise its powers under title of the MARTIN LUTHER KING JR. DRIVE CORRIDOR IMPROVEMENT AUTHORITY. The Authority may adopt a seal, may sue and be sued in any court of this State and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this ordinance and Act 57. The enumeration of a power in this ordinance or in Act 57 shall not be construed as a limitation upon the general powers of the Authority.

Sec. 2-406. Termination.

Upon completion of its purposes, the Authority may be dissolved by resolution of the City Council in accordance with MCL 125.4627. The property and assets of the Authority, after dissolution and satisfaction of its obligations, shall revert to the City.

Sec. 2-407. Description of Development Area.

The Development Area shall consist of the territory in the City described as follows, subject to such changes as may hereinafter be made pursuant to this Ordinance and Act 57:

Martin Luther King Jr. Drive West Side

Franklin to Mason

East 85 ft of Lot 8, Lots 9, 10 & 11, B5S, R2E of the Grand River Addition to the City of Jackson.

Mason to Wilkins

West 49.5 ft of Lots 11 & 12, also east 50.5 ft of the north ½ Lot 14, the south ½ of Lot 14, the north ½ Lot 13 and the east 25.5 ft of the south ½ of Lot 13, all part of Block 68 Ford's Western Addition to the City of Jackson.

Wilkins to Biddle

West 49.5 ft of Lots 11 & 12, also Lots 13 & 14 with the east ½ of vacated Buffalo Street except the north 66 ft of east ½ of Buffalo Street and the west 27.5 ft of the north ½ of Lot 14, all part of Block 73 Ford's Western Addition to the City of Jackson.

Biddle to Morrell

East 45 ft of Lot 17, all of Lots 18-22 and the east ½ of Lot 23 of Cooley Place.

Morrell to Rockwell

Commencing at the intersection of the west line of Martin Luther King Jr Drive (formerly Francis Street) with the south line of Morrell Street thence west 88 ft, thence south 66 ft, thence west 27.5 ft, thence south 39 ft, thence west 61.5 ft, thence south 136 ft to the north

line of Lot 1, Block Two, Rustic Hall Addition to the City of Jackson, thence east 33 ft, thence south 6.5 ft to the north line of an alley, thence east 144 ft to the west line of Martin Luther King Jr Drive (formerly Francis Street) thence north 247.5 ft to the point of beginning, along with Lots 1-12, Block One of Rustic Hall Addition, along with Lots 1-13, Block One and the north 12.3 ft of Lot 14 and the east 90 ft of the south 50 ft of Lot 14, Block One, Merriman's Addition to the City of Jackson.

Rockwell to High

Lots 4-15 of Block 2 of Merriman's Addition to the City of Jackson except the west 36 ft of Lot 5 and the north 13 ft of the west 36 ft of Lot 6 of Block 2.

Lots 1-5 of Pennington's Addition to the City of Jackson.

High to RR ROW

Commencing at the intersection of the south line of High Street with the west line of Martin Luther King Jr. Drive (formerly Francis Street) thence west 140 ft, thence south 218 ft, thence east 65 ft, thence south to the center line of vacated Randolph Street (or alley so called), thence west along said center line to the east line of Chittock Street, thence south to the south line of Randolph Alley so-called, thence south 21 ft to the south line of Randolph Street, thence west 451.6 ft to the east line of Maple Street, thence south to the south line of Douglas Street, thence west to the east line of Jackson Street, thence south to the north line of the right of way of the Airline Division of the MCRR Co., thence northeasterly along said right of way line to the west line of Martin Luther King Jr. Drive (Francis Street), thence north to the point of beginning.

Commencing at the southwest corner of Block 20 of the Prospect Addition to the City of Jackson, thence east along the south line of Block 20 167.02 ft to the northwesterly line of the PCRR ROW, thence N 57° 25'40" E 266 ft M/L along said railroad, thence north 130 ft M/L, thence westerly to a point on the west line of Block 20 being 271.07 ft north of southwest corner, thence south to the point of beginning.

South of RR along Prospect North Side

Commencing at the southeast corner of Block 5 thence north 115.5 ft, thence west 280 ft, thence north to the south line of the Airline Division of the MCRR Co., thence southwesterly along said line to the north line of Prospect Street, thence east along said north line to the point of beginning being part of Block 25 Prospect Addition to the City of Jackson.

Woodbridge to Prospect

Lots 5-12, Block 4 Prospect Addition to the City of Jackson.

Lots 7-11, Block 5 Prospect Addition to the City of Jackson.

Lots 7-11, Block 31 Prospect Addition to the City of Jackson.

Lots 7-9 and the south 70.5 ft of Lots 10 & 11, Block 32 Prospect Addition to the City of Jackson.

Block 8 Prospect Addition to the City of Jackson.

Commencing at the intersection of the south line of Prospect Street and the east line of Fourth Street, thence south 82.5 ft, thence east 132 ft, thence south 66 ft, thence east 132 ft, thence south 99 ft, thence east 264 ft, thence south to the north line of Linden Avenue, thence northeasterly along the north line of Linden Avenue to the west line of First Street, thence north along said west line to the south line of Prospect Street, thence west along the south line of Prospect Street to the point of beginning.

Woodsum to Jackson

Lots 6-9 & the south 75 ft of Lot 10 Block 26, Prospect Addition to the City of Jackson.

Jackson to Kent

Lots 13-24, Block 6 Harmon Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive

Lots 7-14 Block 5 Harmon Addition to the City of Jackson.

South of RR along Prospect South Side

Commencing at the intersection of the north line of South Street with the east line of Woodbridge Street thence N 0° 9'25" W 452.29 ft to south line of the Airline Division of the MCRR Co., thence N 75° 21'21" E 235.19 ft to the south line of Prospect Street, thence S 89° 29'55" E along said south line to the northeast corner of Lot 1 Block 15 Prospect Addition to the City of Jackson, thence S 0° 24'36" E 132.86 ft along the west line of Goodrich, thence N 89° 19' W 132 ft, thence S 0° 24'36" E 50 ft, thence N 89° 19' W 183.61 ft, thence S 0° 24'36" E 400 ft, thence N 89° 19' W 292.41 ft to the point of beginning.

Goodrich to Jackson

Lots 1-5 Block 16 and Lots 1-6 Block 17 Prospect Addition to the City of Jackson.

Jackson to Kent

Lots 1-11 and the north 72 ft of Lot 12 Block 3 Harmon's Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive

Lots 1-2 and 15-23 Block 4 Harmon's Addition to the City of Jackson.

On Martin Luther King Jr. Drive to South Street

East 90 ft of Lot 1 and Lots 2-5 Block 1 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive – High to Prospect West Side

Commencing at the northeast corner of Lot 1 of McCuen's Subdivision, thence west along the north line of said subdivision to the northwest corner of Lot 5, thence northeasterly along the railroad right of way to the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence south to the point of beginning.

Lot 1 McCuen's Subdivision.

Lot 11 & east 4 ft of Lot 10 McCuen's Subdivision.

Commencing at the intersection of the north line of Robinson Street and the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence west 150 ft, thence north 113.5 ft to the south line of McCuen's Subdivision, thence east 150 ft to the west line of Martin Luther King Jr. Drive (Francis Street), thence south 113.45 ft to the point of beginning.

Robinson to Prospect

Commencing at the northeast corner of Lot 5 Sheap's Addition to the City of Jackson, thence north on the west line of Martin Luther King Jr. Drive (formerly Francis Street) to the south line of Robinson Street, thence west on said south line 100 ft, thence south 51.83 ft, thence easterly to the point of beginning.

East 94 ft of Lot 1, Lots 2-5 Sheap's Addition to the City of Jackson except a triangular parcel of Lot 5 described as commencing at the northeast corner of Lot 5, thence west 150 ft, thence south 2 ft 9 inches, thence easterly to the point of beginning.

Lots 1-4 and the east ½ of Lot 5 Block 8 Harmon's Addition to the City of Jackson.

Lots 1-6 Block 5 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive East Side

All of the land north of Biddle Street, south of Franklin Street, east of Martin Luther King Jr. Drive (formerly Francis Street) and west of S. Cooper Street.

Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) with the south line of Biddle Street, thence east 132 ft, thence south 132 ft, thence east 8 ft, thence south 82.5 ft, thence east 0.25 ft, thence south 76.9 ft, thence west 40 ft, thence south 66 ft, thence west 100.25 ft to the east line of Martin Luther King Jr. Drive (Francis Street), thence north on said east line to the point of beginning.

Lot 20 Orchard Place except the north 23 ft of the south 45 ft of the east 33 ft of Lot 20.

South 23.5 ft of Lot 1 & Lots 2-5 Block 7 Knapp's Addition to the City of Jackson.

Lots 31-34 Orchard Place.

To Mitchell

West 105.7 ft of Lot 1, Lot 2, north 35 ft 8 inches of Lot 3 & west 91.7 ft of Lots 3 & 4 of Block 4 Moore's Addition to the City of Jackson.

Lots 11-19 & the west 95 ft of Lot 20 of Block 11 Root's South Addition to the City of Jackson.

Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the north line of Ridgeway Street, thence east 112 ft, thence north 99 ft, thence east 111 ft, thence north 132 ft, thence west 223 ft, thence south 231 ft to the point of beginning.

Commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the south line of Ridgeway Street, thence east 132 ft, thence south 140.25 ft, thence east 63 ft, thence south 66 ft, thence west 125 ft, thence south 82.5 ft, thence west 70 ft to the east line of Martin Luther King Jr. Drive (Francis Street) thence north to the point of beginning.

Lots 1-5 and Lots 18-25 GM Stanley Addition to the City of Jackson with that portion of the vacated alley lying west of Lot 25.

Land on the north side of High Street west of Milwaukee Street lying south of the railroad right of way.

Land on the south side of High Street east of Martin Luther King Jr Drive and lying north of the railroad right of way.

Commencing at the intersection of the south line of High Street and the west line of Milwaukee Street, thence south 68.5 ft, thence west 55 ft, thence south 40 ft, thence west 55 ft, thence south 40 ft to the north line of Block 1 of Egglestons Addition to the City of Jackson, thence west along said north line to the easterly line of the railroad righ of way, thence northeasterly along said railroad to the south line of High Street, thence east along said south line to the point of beginning.

Damon to Wall

Lots 2 & 3 Block 5 exc the east 8 ft for an alley and the west 3 ft for sidewalk also the west 108.5 ft of Lot 1 Block 5 exc the northerly 36 ft and exc the west 3 ft for sidewalk Eggleston Addition to the City of Jackson.

Wall to Robinson

Lots 1-3 Block 8 Eggleston Addition to the City of Jackson exc the west 3 ft for sidewalk.

Robinson to Mansion

Lots 13-17 Block 1 and Lots 15-19 Block 2 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson.

Mansion to Prospect – North Side to Milwaukee

Lots 14-25 Block 3 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson also Lots 3-5, 13, 16, & 17 Block 3 Francis Street Addition to the City of Jackson.

Prospect to Addison – South Side to Milwaukee

Lots 1-19 Block 4 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson also Lots 9, 11, 14 & 15 Block 4 Francis Street Addition to the City of Jackson.

Addison to South

Lots 1-4 Block 5 Francis Street Addition to the City of Jackson exc the east 42 ft of Lot 4.

Commencing at the intersection of the north line of High Street and the east line of Milwaukee Street, thence east 66 ft, thence north to the south line of the old railroad right of way, thence southwesterly along said right of way to the east line of High Street, thence south to the point of beginning.

High to Damon

All of the land north of the old railroad right of way, east of Martin Luther King Jr. Drive (formerly Francis Street), and south of High Street.

Commencing at the northeast corner of Lot 9 Block 1 Eggleston's Addition to the City of Jackson, thence west along the north line of Block 1 234.1 feet to the point of beginning of this description, thence north to the southerly line of the old railroad right of way, thence southwesterly along said right of way to the north line of said Block 1, thence east along said north line Block 1 to the point of beginning.

Prospect – Milwaukee to Merriman

(North)
Lots 2, 3, 6, 7, 10, 11, 14, 15, 18, 19 & 22 Block 8 Francis Street Addition to the City of Jackson.

(South)
Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20 & 21 Block 9 Francis Street Addition to the City of Jackson.

Prospect – Merriman to Eggleston

(North)
Lots 139-162 South Gardens Subdivision.

(South)
Lots 119-138 South Gardens Subdivision.

Prospect – Eggleston to S. Cooper

(North)
Lots 1, 2 & 6-18 John I Breck's Little Farms Subdivision also beginning at the southeast corner of Lot 10 of said Little Farms Subdivision thence east along the north line of Prospect Street to the westerly line of S. Cooper Street (formerly Airline Drive), thence northwesterly along said westerly line to the south line of Mansion Street, thence west along the south line

to the northeast corner of Lot 9, thence south along the east line of Lots 9 & 10 to the point of beginning.

Prospect – Eggleston to S. Cooper

(South)

Lots 19-27 John I Breck's Little Farms Subdivision also a parcel of land commencing at a point on the east line of Townley Street 382.77 ft north of the north line of South Street, thence east 139.08 ft to the west line of Fargo Road, thence N 72° 57' W along the west line of Fargo Road 90.15 ft, thence on a 31 deg 4 min curve to the left 10 ft to the point of beginning of this description, thence continuing on said curve to the left to the intersection of the east side of Townley Street with the south side of Fargo Road, thence south along the east side of Townley Street 135.42 ft, thence east to the point of beginning.

S. Cooper – Franklin to Morrell

Commencing at the intersection of the east line of S. Cooper Street (formerly Airline Drive) and the south line of Franklin Street, thence S 0° 18' 02" E along said east line 113 ft, thence along a curve to the left along said east line 208.53 ft, said curve having a radius of 1076.56 ft delta angle of 11° 05' 53" and a chord of 208.20 ft bearing S 05° 50' 59" E, thence N 89° 31' 24" E 481.79 ft, thence N 29° 49' 28" W 291.64 ft to the south line of Franklin Street, thence west along said south line to the point of beginning.

Southerly 42.8 ft of Lots 12 & 13 and all of Lots 14-22 Block 10 Grand River Addition to the City of Jackson except that portion sold for state highway purposes.

Lot 2 Block 1 Knapp's Addition to the City of Jackson except that portion sold for state highway purposes.

Sec. 2-408. Board of Directors.

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 assignee, and nine 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 1 of the members shall be a resident of the Development Area, or of an area within 1 /2 mile of any part of the Development Area. Members shall be appointed to serve for a term of four years, except that of the members first appointed, an equal number, as near as is practicable, shall be appointed for terms of 1 year, 2 years, 3 years, and 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. Members of the Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The Chairperson of the Board shall be elected by the Board. The Board shall adopt bylaws governing its procedures subject to the approval of the City Council.

Sec. 2-409. Powers of Authority.

Except as specifically otherwise provided in this ordinance, the Authority shall have all powers provided by law subject to the limitations imposed by law and herein.

Sec. 2-410. Fiscal Year: Adoption of Budget.

The fiscal year of the Authority shall begin on July 1st of each year and end on June 30th, or such other fiscal year as may hereafter be adopted by the City Council. The Board shall prepare annually a budget and shall submit it to the City Council for approval in the manner and at the time, and which budget shall contain the information, required of municipal departments. The Board shall not finally adopt a budget for any fiscal year until the budget has been approved by the City Council. The Authority shall submit financial reports to the City Council at the same time and on the same basis as departments of the City are required to submit reports. The Authority shall be audited annually by the same independent auditors auditing the City and copies of the audit report shall be filed with the City Council.

Sec. 2-411. Section Headings: Severability.

Section headings are provided for convenience only and are not intended to be part of this ordinance. If any portion of this ordinance shall be held to be unlawful, the remaining portions shall remain in full force and effect.

Sec. 2-412. Publication, Recording and Filing.

This ordinance shall be published once after its adoption in full in a newspaper of general circulation in the City of Jackson, and the City Clerk shall file a certified copy of the Ordinance with the Michigan Secretary of State promptly after its adoption.

Secs. 2-413 – 2-420. Reserved.

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

Adopted: The foregoing Ordinance 2020-18 was adopted by the Jackson City Council on the 27th day of October 2020 and a summary was published on November 1, 2020.

Derek J. Dobies, Mayor

Andrea Muray, City Clerk

Appendix 2-
City Council resolution establishing Amended Development Area Boundary

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 2, ARTICLE 11, DIVISION 15, SEC. 2-407, DESCRIPTION OF DEVELOPMENT AREA, AMENDING THE BOUNDARIES OF THE MARTIN LUTHER KING JR. COORIDOR IMPROVEMENT AUTHORITY.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1 Purpose.

The purpose of this Ordinance is to amend the boundaries of the Martin Luther King Jr. Corridor Improvement Authority ("MLK CIA") as recommended by the MLK CIA Board and after public hearing.

Section 2. That Chapter 2, Article II, Division 15, Sec. 2-407, Description of Development Area of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 2-407. Description of development area.

The development area shall consist of the territory in the city described as follows, subject to such changes as may hereinafter be made pursuant to this division and Act 57:

Martin Luther King Jr. Drive West Side

Franklin to Mason
East 85 ft of Lot 8, Lots 9, 10 & 11, BSS, R2E of the Grand River Addition to the City of Jackson.

Mason to Wilkins
West 49.5 ft of Lots 11 & 12 and the east 50.5 ft of the north ½ Lot 14, the south ½ of Lot 14, the north ½ Lot 13 and the east 25.5 ft of the south½ of Lot 13, all part of Block 68 Ford's Western Addition to the City of Jackson.

Wilkins to Biddle
West 49.5 ft of Lots 11 & 12 and Lots 13 & 14 with the east ½ of vacated Buffalo Street except the north 66 ft of east½ of Buffalo Street and the west 27.5 ft of the north½ of Lot 14, all part of Block 73 Ford's Western Addition to the City of Jackson.

Biddle to Morrell
Lots 20-22 and the east ½ of Lot 23 of Cooley Place.

Morrell to Rockwell
Commencing at a point 66 ft south of the intersection of the west line of Martin Luther King Jr Drive (formerly Francis Street) with the south line of Morrell Street thence west 115.5 ft, thence south 39 ft, thence west 61.5 ft, thence south 136 ft to the north line of Lot 1, Block Two, Rustic Hall Addition to the City of Jackson, thence east 33 ft, thence south 6.5 ft to the north line of an alley, thence east 144 ft to the west line of Martin Luther King Jr Drive (formerly Francis Street) thence north 247.5 ft to the point of beginning, along with Lots 1-12, Block One and Lots 5-8, Block 2 of Rustic Hall Addition, along with Lots 1-13, Block One and the north 12.3 ft of Lot 14 and the east 90 ft of the south SO ft of Lot 14, Block One, Merriman's Addition to the City of Jackson.

Rockwell to High

Lots 4-15 of Block 2 of Merriman's Addition to the City of Jackson. Also Lots 1-5 of Pennington's Addition to the City of Jackson.

High to RR ROW
Commencing at the intersection of the south line of High Street with the west line of Martin Luther King Jr. Drive (formerly Francis Street) thence west 140 ft, thence south 218 ft, thence east 65 ft, thence south to the center line of vacated Randolph Street (or alley so called), thence west along said center line to the east line of Chittock Street, thence south to the south line of Randolph Alley so-called, thence south 21 ft to the south line of Randolph Street, thence west 451.6 ft to the east line of Maple Street, thence south to the south line of Douglas Street, thence west to the east line of Jackson Street, thence south to the north line of the right of way of the Airline Division of the MCRR Co., thence northeasterly along said right of way line to the west line of Martin Luther King Jr. Drive (Francis Street), thence north to the point of beginning.

Prospect, North Side from Fourth Street
Lots 7-9 and the south 70.5 feet of Lots 10 and 11 of Block 32 Prospect Addition to the City of Jackson. Also Lots 7-11 of Block 31 Prospect Addition to the City of Jackson. Also Lots 7-11 of Block 5 Prospect Addition to the City of Jackson. Also Lots 5-12 of Block 4 Prospect Addition to the City of Jackson. Also commencing at the intersection of the north line of Prospect Street with the east line of Woodbridge Street thence east 167.02 feet along the north line of Prospect Street to the northwesterly line of the Airline Division of the MCRR Co. thence N57°25'40" E 266 ft more or less along the northwesterly line of said RR thence north 130 feet more or less thence west to a point on the east line of Woodbridge Street being 271.07 feet north of the north line of Prospect Street thence south to the point of beginning, being part of Block 20 Prospect Addition to the City of Jackson.

South of RR along Prospect North Side
Commencing at the southeast corner of Block 25 thence north 115.5 ft, thence west 211.2 ft, thence north to the south line of the Airline Division of the MCRR Co., thence southwesterly along said line to the north line of Prospect Street, thence east along said north line to the point of beginning being part of Block 25 Prospect Addition to the City of Jackson.

Woodsum to Jackson
Lots 6-9 & the south 75 ft of Lot 10 Block 26, Prospect Addition to the City of Jackson.

Jackson to Kent
Lots 13-24, Block 6 Harmon Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive
Lots 7-14 Block 5 Harmon Addition to the City of Jackson.

Prospect south side from Fourth Street
Commencing at the intersection of the south line of Prospect Street and the east line of Fourth Street thence south 82.5 ft thence east 132 ft thence south 66 ft thence east 132 ft thence south 99 ft to the south line of Block 6 Sabin's Addition to the City of Jackson thence east 198 ft to the southeast corner of Lot 32 Block 6 Sabin's Addition to the City of Jackson thence south to the northerly line of Linden Avenue thence northeasterly along the north line of Linden Avenue to the west line of First Street thence north along the west line of First Street to the south line of Prospect Street thence west along the south line of Prospect Street to the point of beginning. Also Block 8 Prospect Addition to the City of Jackson.

South of RR along Prospect South Side
Commencing at the intersection of the north line of South Street with the east line of Woodbridge Street thence N 0° 9'25" W 452.29 ft to south line of the Airline Division of the MCRR Co., thence N 75° 21'21" E 235.19 ft to

the south line of Prospect Street, thence S 89° 29'55" E along said south line to the northeast corner of Lot 1 Block 15 Prospect Addition to the City of Jackson thence S 0°24'35"E along the west line of Goodrich Street 132.86 feet thence N 89°19'W 132 ft thence S 0°24'35" E 50 ft thence N 89°19'W 183.61 ft thence S 0°24'35" E 400 ft to the north line of South Street thence N 89°19'W 292.41 ft to the point of beginning.

Goodrich to Jackson
Lots 1-5 Block 16 and Lots 1-6 Block 17 Prospect Addition to the City of Jackson.

Jackson to Kent
Lots 1-11 and the north 72 ft of Lot 12 Block 3 Harmon's Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive
Lots 1-12 and 15-23 Block 4 Harmon's Addition to the City of Jackson.

On Martin Luther King Jr. Drive to South Street
Lot 1-7 and Lots 21-23 Block 1 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive – High to Robinson West Side
Commencing at the northeast corner of Lot 1 of McCuen's Subdivision, thence west along the north line of said subdivision to the northwest corner of Lot 5, thence northeasterly along the railroad right of way to the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence south to the point of beginning. Also Lot 1 McCuen's Subdivision. Also Lot 11 & east 4 ft of Lot 10 McCuen's Subdivision. Also commencing at the intersection of the north line of Robinson Street and the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence west 150 ft, thence north 113.5 ft to the south line of McCuen's Subdivision, thence east 150 ft to the west line of Martin Luther King Jr. Drive (Francis Street), thence south 113.45 ft to the point of beginning.

Robinson to Prospect
Commencing at the northeast corner of Lot 5 Sheap's Addition to the City of Jackson, thence north on the west line of Martin Luther King Jr. Drive (formerly Francis Street) to the south line of Robinson Street, thence west on said south line 100 ft, thence south to the northwest corner of Lot 5, thence easterly to the point of beginning. Also Lots 2-5 and the east 94 ft of Lot 1, Sheap's Addition to the City of Jackson. Lots 1-5 Block 8 Harmon's Addition to the City of Jackson. Also Lots 1-6 Block 5 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive - East Side

Franklin to Mitchell Street
All of the land north of Biddle Street, south of Franklin Street, east of Martin Luther King Jr. Drive (formerly Francis Street) and west of South Cooper Street. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) with the south line of Biddle Street, thence east 132 ft, thence south 132 ft, thence east 8 ft, thence south 82.5 ft, thence east 0.25 ft, thence south 142.9 ft, thence west 140.25 ft to the east line of Martin Luther King Jr. Drive (Francis Street), thence north on said east line to the point of beginning. Also Lots 17-19 Orchard Place in the City of Jackson. Also Lot 20 Orchard Place in the City of Jackson except the north 23 ft of the south 45 ft of the east 33 ft of Lot 20. Also south 23.5 ft of Lot 1 & Lots 2-5 Block 7 Knapp's Addition to the City of Jackson. Also Lots 31- 34 Orchard Place.

Mitchell to High Street
Lots 1-4 and the west 15 ft of Lot 6 Block A Moore's Addition to the City of Jackson except the east 48.55 ft of the south 30 ft 4 in of Lot 3, the east 38.55 ft of the north 19.17 ft of Lot 4 and the east 48.55 ft of the south 46.83 of Lot 4. Also Lots 11-19 & the west 95 ft of Lot 20 of Block 11 Root's South Addition to the City of Jackson. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the north line of Ridgeway Street, thence east 112 ft, thence north 99 ft, thence east 111 ft, thence north 132 ft,

thence west 223 ft, thence south 231 ft to the point of beginning. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the south line of Ridgeway Street, thence east 132 ft, thence south 140.25 ft, thence east 63 ft, thence south 66 ft, thence west 125 ft, thence south 82.5 ft, thence west 70 ft to the east line of Martin Luther King Jr. Drive (Francis Street) thence north to the point of beginning. Also Lots 1-5 and Lots 18-25 GM Stanley Addition to the City of Jackson with that portion of the vacated alley lying west of Lot 25. Also land on the north side of High Street west of Milwaukee Street lying south of the railroad right of way.

High to Damon

All of the land north of the old railroad right of way, east of Martin Luther King Jr. Drive (formerly Francis Street), and south of High Street. Also commencing at the northeast corner of Lot 9 Block 1 Eggleston's Addition to the City of Jackson, thence west along the north line of Block 1110 feet to the point of beginning of this description, thence west to the southerly line of the old railroad right of way, thence northeasterly along said right of way to the south line of High Street, thence east along said south line to the west line of Milwaukee Street, thence south 68.5 ft, thence west 55 ft, thence south 40 ft, thence west 55 ft, thence south 40 ft to the point of beginning. Also commencing at the intersection of the north line of High Street and the east line of Milwaukee Street, thence east 66 ft, thence north to the south line of the old railroad right of way, thence southwesterly along said right of way to the east line of High Street, thence south to the point of beginning.

Damon to Wall

Lots 2 & 3 Block 5 exc the east 8 ft for an alley and the west 3 ft for sidewalk and the west 108.5 ft of Lot 1 Block 5 exc the northerly 36 ft and exc the west 3 ft for sidewalk Eggleston Addition to the City of Jackson.

Wall to Robinson

Lots 1-3 Block 8 Eggleston Addition to the City of Jackson exc the west 3 ft for sidewalk.

Robinson to Mansion

Lots 13-17 Block 1 and Lots 15-19 Block 2 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson.

Mansion to Prospect - North Side to Milwaukee

Lots 14-25 Block 3 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also Lots 3-5, 13, 16, & 17 Block 3 Francis Street Addition to the City of Jackson.

Prospect to Addison - South Side to Milwaukee

Lots 1-19 Block 4 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also Lots 9, 11, 14 & 15 Block 4 Francis Street Addition to the City of Jackson.

Addison to South

Lots 1-4 and 6-7 Block 5 Francis Street Addition to the City of Jackson exc the east 42 ft of Lot 4.

Prospect - Milwaukee to Merriman

(North) Block 8 Francis Street Addition to the City of Jackson. Also Lots 1-12 and 18-29 Bock 7 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also (South) Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20 & 21 Block 9 Francis Street Addition to the City of Jackson. Also Lots 108-118 South Gardens Subdivision.

Prospect - Merriman to Eggleston

(North) Lots 139-162 South Gardens Subdivision. (South) Lots 119-138 South Gardens Subdivision.

Prospect – Eggleston to South Cooper Street
(North) Lots 1-18 John I Breck's Little Farms Subdivision in the City of Jackson. Also beginning at the southeast corner of Lot 10 of said Little Farms Subdivision in the City of Jackson thence east along the north line of Prospect Street to the westerly line of South Cooper Street (formerly Airline Drive), thence northwesterly along said westerly line to the south line of Mansion Street, thence west along the south line to the northeast corner of Lot 9, thence south along the east line of Lots 9 & 10 to the point of beginning.

Prospect – Eggleston to South Cooper Street
(South) Lots 19-27 John I Breck's Little Farms Subdivision in the City of Jackson. Also all of the land east of Townley Street, west of South Cooper Street (formerly Airline Drive) north of South Street and south of Prospect Street.

South Cooper Street – Franklin to Biddle
Commencing at the intersection of the east line of South Cooper Street (formerly Airline Drive) and the south line of Franklin Street, thence S 0° 18' 02" E along said east line 113 ft, thence along a curve to the left along said east line 607.54 ft, said curve having a radius of 1076.56 ft and a chord of 599.51 ft bearing S 15° 16' 29" E, thence S 32°39'50" E 112.61 ft to the north line of Biddle Street thence east to the west line of Adrian Street, thence north along the west line of Adrian Street 140 ft. thence east 33 ft north to a point 42.8 ft north of the south line of Lot 12 Block 10 of Grand River Addition Part One, thence east to a point that is N89°31'24" E 481.79 ft from the east line of South Cooper Street thence N29°49'28"W 291.64 ft to the south line of Franklin Street thence west along said south line to the point of beginning.

South Cooper Street (formerly Arline Drive) – Morrell to High
Lots 37-42 Jackson Urban Renewal Replat No.3.

<u>South Cooper Street (formerly Airline Drive) – West Side</u>

Damon to Mansion
Commencing at a point 363 ft south and 345.84 ft east of the N ¼ post of Section 11, T3S, R1W, said point being on the south line of Damon Street thence south 132 ft, thence east 13.62 ft, thence south 132 ft to the north line of Wall Street, thence east along the north line of Wall Street to the west line of South Cooper Street, thence northwesterly along the west line of South Cooper Street to the south line of Damon Street, thence west to the point of beginning. Also commencing at the intersection of the south line of Wall Street and the east line of Eggleston Street said point being S 00° 32' E 692.63 ft and N 88° 47' E 33 ft of the N ¼ post of Section 11, T3S, R1W, thence N 88° 47' E 594.10 ft to the west line of South Cooper Street (formerly Airline Drive), thence southeasterly 64.96 ft on an arc of a 5689.58 ft radius curve to the left, chord of which bears S 18° 53' 17" E 64.95 ft, central angle 00° 39' 15" along the westerly line of South Cooper Street, thence S 18° 31' 03" E 895.16 ft, thence S 00° 32' 43" E 8.32 ft along the west line of formerly Townley Street to the north line of Mansion Street, thence S 88° 47' W 890.95 ft along the north line of Mansion Street to the east line of Eggleston Street, thence N 0° 32' W 924.93 ft to the point of beginning.

<u>South Cooper Street (formerly Airline Drive) –East Side</u>

High to South
Commencing at the intersection of the south line of High Street with the east line of South Cooper Street, thence east along the south line of High Street to the Westerly line of the Cincinnati Northern Railroad (CNRR) thence southerly along the westerly line of the CNRR to a point 313.5 ft south of the north line of Section 11, T3S, R1W, thence east to the easterly line of South Cooper Street, thence north along said easterly line to the point of beginning. Also beginning at the north ¼ post of Section 11, T3S, R1W, thence east along the north line of said section 594 ft to the east line of Belden Street (now South Cooper Street) thence south along said east line 313.5 ft to the point of beginning of this description thence east parallel with the north line of Section 11 to the westerly

line of the CNRR, thence southerly along the westerly line of the CNRR to a point 999.9 ft south of the north line of Section 11, thence west to the east line of South Cooper Street, thence northerly along said east line to the point of beginning, except land sold to the CNRR. Also commencing on the easterly line of South Cooper Street at a point 999.9 ft south of the north line of Section 11, T3S, R1W, thence east 373.84 ft to the westerly right of way of the CNRR, thence S 19° 33'E 357.86 ft, thence S 70° 27' W 150 ft, thence S 45° 59' W 97.34 ft, thence west 157.3 ft to the east line of South Cooper Street, thence northerly along said east line 419.71 ft to point of beginning except the west 7 ft thereof. Also commencing at the intersection of the center line of Mansion Street relocated with the east line of South Cooper Street, thence N 18° 31' 03" W 86.8 ft along the east line of South Cooper Street to the center line of Mansion Street prior to the relocation said point being the point of beginning of this description, thence N 18° 31' 03" W 175 ft along the east line of South Cooper Street, thence N 88° 48' OS" E 150 ft, thence N 45° 59' E 97.34 ft, thence N 70° 27'E 150 ft to the westerly line of the CNRR thence southeasterly along the westerly line of the CNRR to the north line of Mansion Street, thence northwesterly along the north line of Mansion Street 214.51 ft, thence N 63° SS'W 138.92 ft along said north line, thence S 88° 48' 05" W 69.4 ft along the north line of Mansion Street relocated to the center line of Mansion Street abandoned, thence N 65° 05' 18" W to the point of beginning. Also commencing at the intersection of the south line of Mansion Street relocated and the east line of South Cooper Street, thence southeasterly along the east line of South Cooper Street to the north line of Prospect Street unopened, thence easterly along the north line of Prospect Street unopened to the south line of Mansion Street relocated, thence northwesterly along the south line of Mansion Street relocated to the point of beginning. Also all land east of South Cooper Street, west of the CNRR right of way, south of Prospect Street unopened and north of South Street.

Adjacent Right of Ways

Included in the land area is the street right of ways adjacent to the parcels described above. Also the MLK Equality Trail right of way which is in the old Airline Division of the MCRR right of way from 632 ft south of Prospect Street to Merriman Street. Also the railroad right of way from Merriman to South Cooper Street.

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

Adopted: The foregoing Ordinance 2022-08 was adopted by the Jackson City Council on the 13th day of September 2022 and a summary was published on September 18, 2022.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

Martin Luther King Jr. Drive West Side

Franklin to Mason
East 85 ft of Lot 8, Lots 9, 10 & 11, B5S, R2E of the Grand River Addition to the City of Jackson.

Mason to Wilkins
West 49.5 ft of Lots 11 & 12 and the east 50.5 ft of the north ½ Lot 14, the south ½ of Lot 14, the north ½ Lot 13 and the east 25.5 ft of the south ½ of Lot 13, all part of Block 68 Ford's Western Addition to the City of Jackson.

Wilkins to Biddle
West 49.5 ft of Lots 11 & 12 and Lots 13 & 14 with the east ½ of vacated Buffalo Street except the north 66 ft of east ½ of Buffalo Street and the west 27.5 ft of the north ½ of Lot 14, all part of Block 73 Ford's Western Addition to the City of Jackson.

Biddle to Morrell
Lots 20-22 and the east ½ of Lot 23 of Cooley Place.

Morrell to Rockwell
Commencing at a point 66 ft south of the intersection of the west line of Martin Luther King Jr Drive (formerly Francis Street) with the south line of Morrell Street thence west 115.5 ft, thence south 39 ft, thence west 61.5 ft, thence south 136 ft to the north line of Lot 1, Block Two, Rustic Hall Addition to the City of Jackson, thence east 33 ft, thence south 6.5 ft to the north line of an alley, thence east 144 ft to the west line of Martin Luther King Jr Drive (formerly Francis Street) thence north 247.5 ft to the point of beginning, along with Lots 1-12, Block One and Lots 5-8, Block 2 of Rustic Hall Addition, along with Lots 1-13, Block One and the north 12.3 ft of Lot 14 and the east 90 ft of the south 50 ft of Lot 14, Block One, Merriman's Addition to the City of Jackson.

Rockwell to High
Lots 4-15 of Block 2 of Merriman's Addition to the City of Jackson. Also Lots 1-5 of Pennington's Addition to the City of Jackson.

High to RR ROW
Commencing at the intersection of the south line of High Street with the west line of Martin Luther King Jr. Drive (formerly Francis Street) thence west 140 ft, thence south 218 ft, thence east 65 ft, thence south to the center line of vacated Randolph Street (or alley so called), thence west along said center line to the east line of Chittock Street, thence south to the south line of Randolph Alley so-called, thence south 21 ft to the south line of Randolph Street, thence west 451.6 ft to the east line of Maple Street, thence south to the south line of Douglas Street, thence west to the east line of Jackson Street, thence south to the north line of the right of way of the Airline Division of the MCRR Co., thence northeasterly along said right of way line to the west line of Martin Luther King Jr. Drive (Francis Street), thence north to the point of beginning.

Prospect, North Side from Fourth Street
Lots 7-9 and the south 70.5 feet of Lots 10 and 11 of Block 32 Prospect Addition to the City of Jackson. Also Lots 7-11 of Block 31 Prospect Addition to the City of Jackson. Also Lots 7-11 of Block 5 Prospect Addition to the City of Jackson. Also Lots 5-12 of Block 4 Prospect Addition to the City of Jackson. Also commencing at the intersection of the north line of Prospect Street with the east line of Woodbridge Street thence east 167.02 feet along the north line of Prospect Street to the northwesterly line of the Airline Division of the MCRR Co. thence N57°25'40" E 266 ft more or less along the northwesterly line of said RR thence north 130 feet more or less thence west to a point on the east line of Woodbridge Street being 271.07 feet north of the north line of Prospect Street thence south to the point of beginning, being part of Block 20 Prospect Addition to the City of Jackson.

South of RR along Prospect North Side
Commencing at the southeast corner of Block 25 thence north 115.5 ft, thence west 211.2 ft, thence north to the south line of the Airline Division of the MCRR Co., thence southwesterly along said line to the north line of Prospect Street, thence east along said north line to the point of beginning being part of Block 25 Prospect Addition to the City of Jackson.

Woodsum to Jackson
Lots 6-9 & the south 75 ft of Lot 10 Block 26, Prospect Addition to the City of Jackson.

Jackson to Kent
Lots 13-24, Block 6 Harmon Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive
Lots 7-14 Block 5 Harmon Addition to the City of Jackson.

Prospect south side from Fourth Street
Commencing at the intersection of the south line of Prospect Street and the east line of Fourth Street thence south 82.5 ft thence east 132 ft thence south 66 ft thence east 132 ft thence south 99 ft to the south line of Block 6 Sabin's Addition to the City of Jackson thence east 198 ft to the southeast corner of Lot 32 Block 6 Sabin's Addition to the City of Jackson thence south to the northerly line of Linden Avenue thence northeasterly along the north line of Linden Avenue to the west line of First Street thence north along the west line of First Street to the south line of Prospect Street thence west along the south line of Prospect Street to the point of beginning. Also Block 8 Prospect Addition to the City of Jackson.

South of RR along Prospect South Side
Commencing at the intersection of the north line of South Street with the east line of Woodbridge Street thence N 0° 9'25" W 452.29 ft to south line of the Airline Division of the MCRR Co., thence N 75° 21'21" E 235.19 ft to the south line of Prospect Street, thence S 89° 29'55" E along said south line to the northeast corner of Lot 1 Block 15 Prospect Addition to the City of Jackson thence S 0°24'35"E along the west line of Goodrich Street 132.86 feet thence N 89°19'W 132 ft thence S 0°24'35" E 50 ft thence N 89°19'W 183.61 ft thence S 0°24'35" E 400 ft to the north line of South Street thence N 89°19'W 292.41 ft to the point of beginning.

Goodrich to Jackson
Lots 1-5 Block 16 and Lots 1-6 Block 17 Prospect Addition to the City of Jackson.

Jackson to Kent
Lots 1-11 and the north 72 ft of Lot 12 Block 3 Harmon's Addition to the City of Jackson.

Kent to Martin Luther King Jr. Drive
Lots 1-12 and 15-23 Block 4 Harmon's Addition to the City of Jackson.

On Martin Luther King Jr. Drive to South Street
Lot 1-7 and Lots 21-23 Block 1 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive – High to Robinson West Side
Commencing at the northeast corner of Lot 1 of McCuen's Subdivision, thence west along the north line of said subdivision to the northwest corner of Lot 5, thence northeasterly along the railroad right of way to the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence south to the point of beginning. Also Lot 1 McCuen's Subdivision. Also Lot 11 & east 4 ft of Lot 10 McCuen's Subdivision. Also commencing at the intersection of the north line of Robinson Street and the west line of Martin Luther King Jr. Drive (formerly Francis Street), thence west 150 ft, thence north 113.5 ft to the south line of McCuen's Subdivision, thence east 150 ft to the west line of Martin Luther King Jr. Drive (Francis Street), thence south 113.45 ft to the point of beginning.

Robinson to Prospect
Commencing at the northeast corner of Lot 5 Sheap's Addition to the City of Jackson, thence north on the west line of Martin Luther King Jr. Drive (formerly Francis Street) to the south line of Robinson Street, thence west on said south line 100 ft, thence south to the northwest corner of Lot 5, thence easterly to the point of beginning. Also Lots 2-5 and the east 94 ft of Lot 1, Sheap's Addition to the City of Jackson. Lots 1-5 Block 8 Harmon's Addition to the City of Jackson. Also Lots 1-6 Block 5 Harmon's Addition to the City of Jackson.

Martin Luther King Jr. Drive - East Side

Franklin to Mitchell Street
All of the land north of Biddle Street, south of Franklin Street, east of Martin Luther King Jr. Drive (formerly Francis Street) and west of South Cooper Street. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) with the south line of Biddle Street, thence east 132 ft, thence south 132 ft, thence east 8 ft, thence south 82.5 ft, thence east 0.25 ft, thence south 142.9 ft, thence west 140.25 ft to the east line of Martin Luther King Jr. Drive (Francis Street), thence north on said east line to the point of beginning. Also Lots 17-19 Orchard Place in the City of Jackson. Also Lot 20 Orchard Place in the City of Jackson except the north 23 ft of the south 45 ft of the east 33 ft of Lot 20. Also south 23.5 ft of Lot 1 & Lots 2-5 Block 7 Knapp's Addition to the City of Jackson. Also Lots 31- 34 Orchard Place.

Mitchell to High Street
Lots 1-4 and the west 15 ft of Lot 6 Block A Moore's Addition to the City of Jackson except the east 48.55 ft of the south 30 ft 4 in of Lot 3, the east 38.55 ft of the north 19.17 ft of Lot 4 and the east 48.55 ft of the south 46.83 of Lot 4. Also Lots 11-19 & the west 95 ft of Lot 20 of Block 11 Root's South Addition to the City of Jackson. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the north line of Ridgeway Street, thence east 112 ft, thence north 99 ft, thence east 111 ft, thence north 132 ft, thence west 223 ft, thence south 231 ft to the point of beginning. Also commencing at the intersection of the east line of Martin Luther King Jr. Drive (formerly Francis Street) and the south line of Ridgeway Street, thence east 132 ft, thence south 140.25 ft, thence east 63 ft, thence south 66 ft, thence west 125 ft, thence south 82.5 ft, thence west 70 ft to the east line of Martin Luther King Jr. Drive (Francis Street) thence north to the point of beginning. Also Lots 1-5 and Lots 18-25 GM Stanley Addition to the City of Jackson with that portion of the vacated alley lying west of Lot 25. Also land on the north side of High Street west of Milwaukee Street lying south of the railroad right of way.

High to Damon
All of the land north of the old railroad right of way, east of Martin Luther King Jr. Drive (formerly Francis Street), and south of High Street. Also commencing at the northeast corner of Lot 9 Block 1 Eggleston's Addition to the City of Jackson, thence west along the north line of Block 1 110 feet to the point of beginning of this description, thence west to the southerly line of the old railroad right of way, thence northeasterly along said right of way to the south line of High Street, thence east along said south line to the west line of Milwaukee Street, thence south 68.5 ft, thence west 55 ft, thence south 40 ft, thence west 55 ft, thence south 40 ft to the point of beginning. Also commencing at the intersection of the north line of High Street and the east line of Milwaukee Street, thence east 66 ft, thence north to the south line of the old railroad right of way, thence southwesterly along said right of way to the east line of High Street, thence south to the point of beginning.

Damon to Wall
Lots 2 & 3 Block 5 exc the east 8 ft for an alley and the west 3 ft for sidewalk and the west 108.5 ft of Lot 1 Block 5 exc the northerly 36 ft and exc the west 3 ft for sidewalk Eggleston Addition to the City of Jackson.

Wall to Robinson
Lots 1-3 Block 8 Eggleston Addition to the City of Jackson exc the west 3 ft for sidewalk.

Robinson to Mansion
Lots 13-17 Block 1 and Lots 15-19 Block 2 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson.

Mansion to Prospect – North Side to Milwaukee
Lots 14-25 Block 3 of Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also Lots 3-5, 13, 16, & 17 Block 3 Francis Street Addition to the City of Jackson.

Prospect to Addison – South Side to Milwaukee
Lots 1-19 Block 4 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also Lots 9, 11, 14 & 15 Block 4 Francis Street Addition to the City of Jackson.

Addison to South
Lots 1-4 and 6-7 Block 5 Francis Street Addition to the City of Jackson exc the east 42 ft of Lot 4.

Prospect – Milwaukee to Merriman
(North) Block 8 Francis Street Addition to the City of Jackson. Also Lots 1-12 and 18-29 Bock 7 Jackson Land and Improvement Company's Subdivision of Blocks 2 & 7 and parts of Blocks 1, 3, 4, 5, 6, 11 and 12 of Francis Street Addition to the City of Jackson. Also (South) Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20 & 21 Block 9 Francis Street Addition to the City of Jackson. Also Lots 108-118 South Gardens Subdivision.

Prospect – Merriman to Eggleston
(North) Lots 139-162 South Gardens Subdivision. (South) Lots 119-138 South Gardens Subdivision.

Prospect – Eggleston to South Cooper Street
(North) Lots 1-18 John I Breck's Little Farms Subdivision in the City of Jackson. Also beginning at the southeast corner of Lot 10 of said Little Farms Subdivision in the City of Jackson thence east along the north line of Prospect Street to the westerly line of South Cooper Street (formerly Airline Drive), thence northwesterly along said westerly line to the south line of Mansion Street, thence west along the south line to the northeast corner of Lot 9, thence south along the east line of Lots 9 & 10 to the point of beginning.

Prospect – Eggleston to South Cooper Street
(South) Lots 19-27 John I Breck's Little Farms Subdivision in the City of Jackson. Also all of the land east of Townley Street, west of South Cooper Street (formerly Airline Drive) north of South Street and south of Prospect Street.

South Cooper Street – Franklin to Biddle
Commencing at the intersection of the east line of South Cooper Street (formerly Airline Drive) and the south line of Franklin Street, thence S 0° 18' 02" E along said east line 113 ft, thence along a curve to the left along said east line 607.54 ft, said curve having a radius of 1076.56 ft and a chord of 599.51 ft bearing S 15° 16' 29" E, thence S 32°39'50" E 112.61 ft to the north line of Biddle Street thence east to the west line of Adrian Street, thence north along the west line of Adrian Street 140 ft. thence east 33 ft north to a point 42.8 ft north of the south line of Lot 12 Block 10 of Grand River Addition Part One, thence east to a point that is N89°31'24" E

481.79 ft from the east line of South Cooper Street thence N29°49'28"W 291.64 ft to the south line of Franklin Street thence west along said south line to the point of beginning.

South Cooper Street (formerly Arline Drive) – Morrell to High
Lots 37-42 Jackson Urban Renewal Replat No.3.

South Cooper Street (formerly Airline Drive) – West Side

Damon to Mansion
Commencing at a point 363 ft south and 345.84 ft east of the N ¼ post of Section 11, T3S, R1W, said point being on the south line of Damon Street thence south 132 ft, thence east 13.62 ft, thence south 132 ft to the north line of Wall Street, thence east along the north line of Wall Street to the west line of South Cooper Street, thence northwesterly along the west line of South Cooper Street to the south line of Damon Street, thence west to the point of beginning. Also c ommencing at the intersection of the south line of Wall Street and the east line of Eggleston Street said point being S 00° 32' E 692.63 ft and N 88° 47' E 33 ft of the N ¼ post of Section 11, T3S, R1W, thence N 88° 47' E 594.10 ft to the west line of South Cooper Street (formerly Airline Drive), thence southeasterly 64.96 ft on an arc of a 5689.58 ft radius curve to the left, chord of which bears S 18° 53' 17" E 64.95 ft, central angle 00° 39' 15" along the westerly line of South Cooper Street, thence S 18° 31' 03" E 895.16 ft, thence S 00° 32' 43" E 8.32 ft along the west line of formerly Townley Street to the north line of Mansion Street, thence S 88° 47' W 890.95 ft along the north line of Mansion Street to the east line of Eggleston Street, thence N 0° 32' W 924.93 ft to the point of beginning.

South Cooper Street (formerly Airline Drive) –East Side

High to South
Commencing at the intersection of the south line of High Street with the east line of South Cooper Street, thence east along the south line of High Street to the Westerly line of the Cincinnati Northern Railroad (CNRR) thence southerly along the westerly line of the CNRR to a point 313.5 ft south of the north line of Section 11, T3S, R1W, thence east to the easterly line of South Cooper Street, thence north along said easterly line to the point of beginning. Also beginning at the north ¼ post of Section 11, T3S, R1W, thence east along the north line of said section 594 ft to the east line of Belden Street (now South Cooper Street) thence south along said east line 313.5 ft to the point of beginning of this description thence east parallel with the north line of Section 11 to the westerly line of the CNRR, thence southerly along the westerly line of the CNRR to a point 999.9 ft south of the north line of Section 11, thence west to the east line of South Cooper Street, thence northerly along said east line to the point of beginning, except land sold to the CNRR. Also commencing on the easterly line of South Cooper Street at a point 999.9 ft south of the north line of Section 11, T3S, R1W, thence east 373.84 ft to the westerly right of way of the CNRR, thence S 19° 33'E 357.86 ft, thence S 70° 27' W 150 ft, thence S 45° 59' W 97.34 ft, thence west 157.3 ft to the east line of South Cooper Street, thence northerly along said east line 419.71 ft to point of beginning except the west 7 ft thereof. Also commencing at the intersection of the center line of Mansion Street relocated with the east line of South Cooper Street, thence N 18° 31' 03" W 86.8 ft along the east line of South Cooper Street to the center line of Mansion Street prior to the relocation said point being the point of beginning of this

description, thence N 18° 31’ 03” W 175 ft along the east line of South Cooper Street, thence N 88° 48’ 05” E 150 ft, thence N 45° 59’ E 97.34 ft, thence N 70° 27’E 150 ft to the westerly line of the CNRR thence southeasterly along the westerly line of the CNRR to the north line of Mansion Street, thence northwesterly along the north line of Mansion Street 214.51 ft, thence N 63° 55’W 138.92 ft along said north line, thence S 88° 48’ 05” W 69.4 ft along the north line of Mansion Street relocated to the center line of Mansion Street abandoned, thence N 65° 05’ 18” W to the point of beginning. Also commencing at the intersection of the south line of Mansion Street relocated and the east line of South Cooper Street, thence southeasterly along the east line of South Cooper Street to the north line of Prospect Street unopened, thence easterly along the north line of Prospect Street unopened to the south line of Mansion Street relocated, thence northwesterly along the south line of Mansion Street relocated to the point of beginning. Also all land east of South Cooper Street, west of the CNRR right of way, south of Prospect Street unopened and north of South Street.

Adjacent Right of Ways

Included in the land area is the street right of ways adjacent to the parcels described above. Also the MLK Equality Trail right of way which is in the old Airline Division of the MCRR right of way from 632 ft south of Prospect Street to Merriman Street. Also the railroad right of way from Merriman to South Cooper Street.

Appendix 4-
Cost and Timeline for Projects and Activities

Item ID	Project/ Program	Short Term 2022- 2026 Estimated Cost	Medium Term 2027-2037 Estimated Cost	Long Term 2038- 2047 Estimated Cost	TOTALS
1	**Economic Development**				
A	***Economic/ Market Studies***	$ 150,000.00	$ 150,000.00	$ 100,000.00	$ 400,000.00
1.00	Undertake Community Planning & Visioning				
2.00	Commission Highest & Best Use Study				
3.00	Undertake a Market Study for the Southside				
B	***Site Readiness Projects***	$ 243,750.00	$ 1,081,250.00	$ 750,000.00	$ 2,075,000.00
1.00	Perform Targeted Land Acquisition				
2.00	Perform Site Cleanup/ Blight Removal				
C	***Infrastructure***	$ 1,593,750.00	$ 1,736,250.00	$ 1,000,000.00	$ 4,330,000.00
1.00	Implement Infrastructure, Utility, Safety Projects				
2.00	Implement Streetscape & Public Space Improvements				
D	***Business Attraction & Retention & Development Services***	$ 3,450,000.00	$ 2,150,000.00	$ 1,250,000.00	$ 6,850,000.00
1.00	Design and Administer a Micro-Loan Fund				
2.00	Design and Administer a Real Estate Gap Fund/ Façade Impr				
3.00	Help Coordinate and Expedite Development Projects (for future Housing, Mixed Use, Industrial, Office, etc.)				
4.00	Prepare an Inventory of Existing Businesses				
5.00	Provide Technical Support Assistance for Existing Businesse				
6.00	Provide Financial Literacy Support Services				
2	**Organization**				
E	***Refine the MLK CIA Strategic Plan***	$ 55,000.00	$ 100,000.00	$ 75,000.00	$ 230,000.00
3	**Communication**				
F	***Community Outreach***	$ 50,000.00	$ 100,000.00	$ 75,000.00	$ 225,000.00
1.00	Facilitate Community Outreach Sessions				
G	***Marketing & Branding***	$ 45,000.00	$ 70,000.00	$ 50,000.00	$ 165,000.00
1.00	Prepare and Execute a General Marketing/ Promotion Strate				
2.00	Refine the MLK CIA Webpage/ Website				
H	***Fundraising***	$ 100,000.00	$ 75,000.00	$ 50,000.00	$ 225,000.00
1.00	Develop and Execute a Fundraising Strategy				
	TOTAL	$ 5,687,500.00	$ 5,462,500.00	$ 3,350,000.00	$ 14,500,000.00

Appendix 5-
2020 U.S. Census Data for Jackson, Michigan

An official website of the United States government

United States Census Bureau

QuickFacts

Jackson city, Michigan; Jackson County, Michigan

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

Table

All Topics	Jackson city, Michigan	Jackson County, Michigan
Population Estimates, July 1 2021, (V2021)	**NA**	**160,050**
PEOPLE		
Population		
Population Estimates, July 1 2021, (V2021)	**NA**	**160,050**
Population estimates base, April 1, 2020, (V2021)	NA	160,366
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	NA	-0.2%
Population, Census, April 1, 2020	31,309	160,366
Population, Census, April 1, 2010	33,534	160,248
Age and Sex		
Persons under 5 years, percent	7.0%	5.7%
Persons under 18 years, percent	25.1%	21.3%
Persons 65 years and over, percent	11.0%	18.3%
Female persons, percent	51.6%	48.9%
Race and Hispanic Origin		
White alone, percent	72.0%	87.6%
Black or African American alone, percent (a)	19.9%	8.1%
American Indian and Alaska Native alone, percent (a)	0.2%	0.4%
Asian alone, percent (a)	0.7%	0.9%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%	0.1%
Two or More Races, percent	5.9%	2.8%
Hispanic or Latino, percent (b)	6.9%	3.6%
White alone, not Hispanic or Latino, percent	67.6%	84.6%
Population Characteristics		
Veterans, 2016-2020	1,589	9,622
Foreign born persons, percent, 2016-2020	2.4%	2.0%
Housing		
Housing units, July 1, 2019, (V2019)	X	69,807
Owner-occupied housing unit rate, 2016-2020	55.2%	74.3%
Median value of owner-occupied housing units, 2016-2020	$71,400	$138,900
Median selected monthly owner costs -with a mortgage, 2016-2020	$854	$1,151
Median selected monthly owner costs -without a mortgage, 2016-2020	$370	$454
Median gross rent, 2016-2020	$729	$800
Building permits, 2020	X	159
Families & Living Arrangements		
Households, 2016-2020	13,467	62,216
Persons per household, 2016-2020	2.34	2.39
Living in same house 1 year ago, percent of persons age 1 year+, 2016-2020	85.2%	86.1%
Language other than English spoken at home, percent of persons age 5 years+, 2016-2020	4.0%	3.2%
Computer and Internet Use		
Households with a computer, percent, 2016-2020	89.8%	90.3%
Households with a broadband Internet subscription, percent, 2016-2020	82.8%	84.5%
Education		
High school graduate or higher, percent of persons age 25 years+, 2016-2020	87.0%	91.7%

Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020	16.0%	22.5%
Health		
With a disability, under age 65 years, percent, 2016-2020	14.7%	10.7%
Persons without health insurance, under age 65 years, percent	⚠ 9.3%	⚠ 6.9%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2016-2020	62.5%	57.4%
In civilian labor force, female, percent of population age 16 years+, 2016-2020	60.7%	58.0%
Total accommodation and food services sales, 2012 ($1,000) (c)	65,579	201,541
Total health care and social assistance receipts/revenue, 2012 ($1,000) (c)	716,128	936,822
Total manufacturers shipments, 2012 ($1,000) (c)	709,629	2,621,283
Total retail sales, 2012 ($1,000) (c)	398,276	1,841,695
Total retail sales per capita, 2012 (c)	$11,921	$11,488
Transportation		
Mean travel time to work (minutes), workers age 16 years+, 2016-2020	18.5	23.2
Income & Poverty		
Median household income (in 2020 dollars), 2016-2020	$37,192	$54,511
Per capita income in past 12 months (in 2020 dollars), 2016-2020	$20,776	$29,141
Persons in poverty, percent	⚠ 24.1%	⚠ 12.6%
BUSINESSES		
Businesses		
Total employer establishments, 2019	X	2,966
Total employment, 2019	X	51,345
Total annual payroll, 2019 ($1,000)	X	2,561,782
Total employment, percent change, 2018-2019	X	-1.3%
Total nonemployer establishments, 2018	X	9,115
All firms, 2012	2,794	10,816
Men-owned firms, 2012	1,330	5,502
Women-owned firms, 2012	1,042	3,973
Minority-owned firms, 2012	498	934
Nonminority-owned firms, 2012	2,094	9,459
Veteran-owned firms, 2012	301	1,152
Nonveteran-owned firms, 2012	2,271	9,200
GEOGRAPHY		
Geography		
Population per square mile, 2010	3,086.6	228.4
Land area in square miles, 2010	10.86	701.67
FIPS Code	2641420	26075

About datasets used in this table

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to row in TABLE view to learn about sampling error.

The vintage year (e.g., V2021) refers to the final year of the series (2020 thru 2021). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2016-2020 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2020 5-year ACS Comparison Guidance page.

Fact Notes

(a) Includes persons reporting only one race
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
(b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

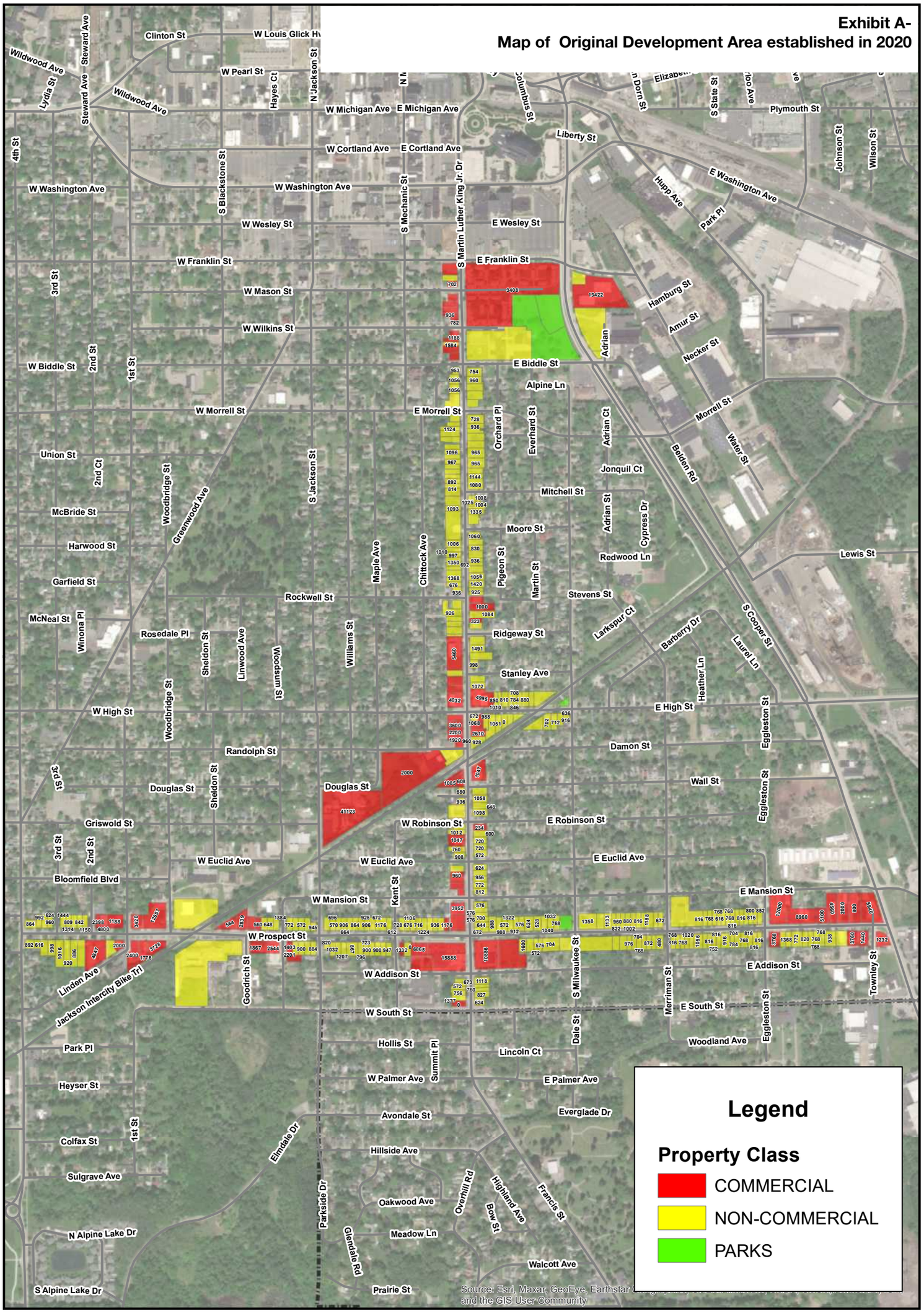
- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper open ended distribution.
F Fewer than 25 firms
D Suppressed to avoid disclosure of confidential information
N Data for this geographic area cannot be displayed because the number of sample cases is too small.
FN Footnote on this item in place of data
X Not applicable
S Suppressed; does not meet publication standards
NA Not available
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income an Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

CONNECT WITH US

Accessibility | Information Quality | FOIA | Data Protection and Privacy Policy | U.S. Department of Commerce

Exhibit A-
Map of Original Development Area established in 2020



Legend

Property Class

- COMMERCIAL
- NON-COMMERCIAL
- PARKS

N

JACKSON

MLK AND PROSPECT CORRIDOR

0 400 800 1,200 1,600
Feet

Map Prepared: July 10th, 2020

Exhibit B-
Map of Amended Development Area established in 2022

MLKCIA - PROPOSED AMENDED DEVELOPMENT AREA

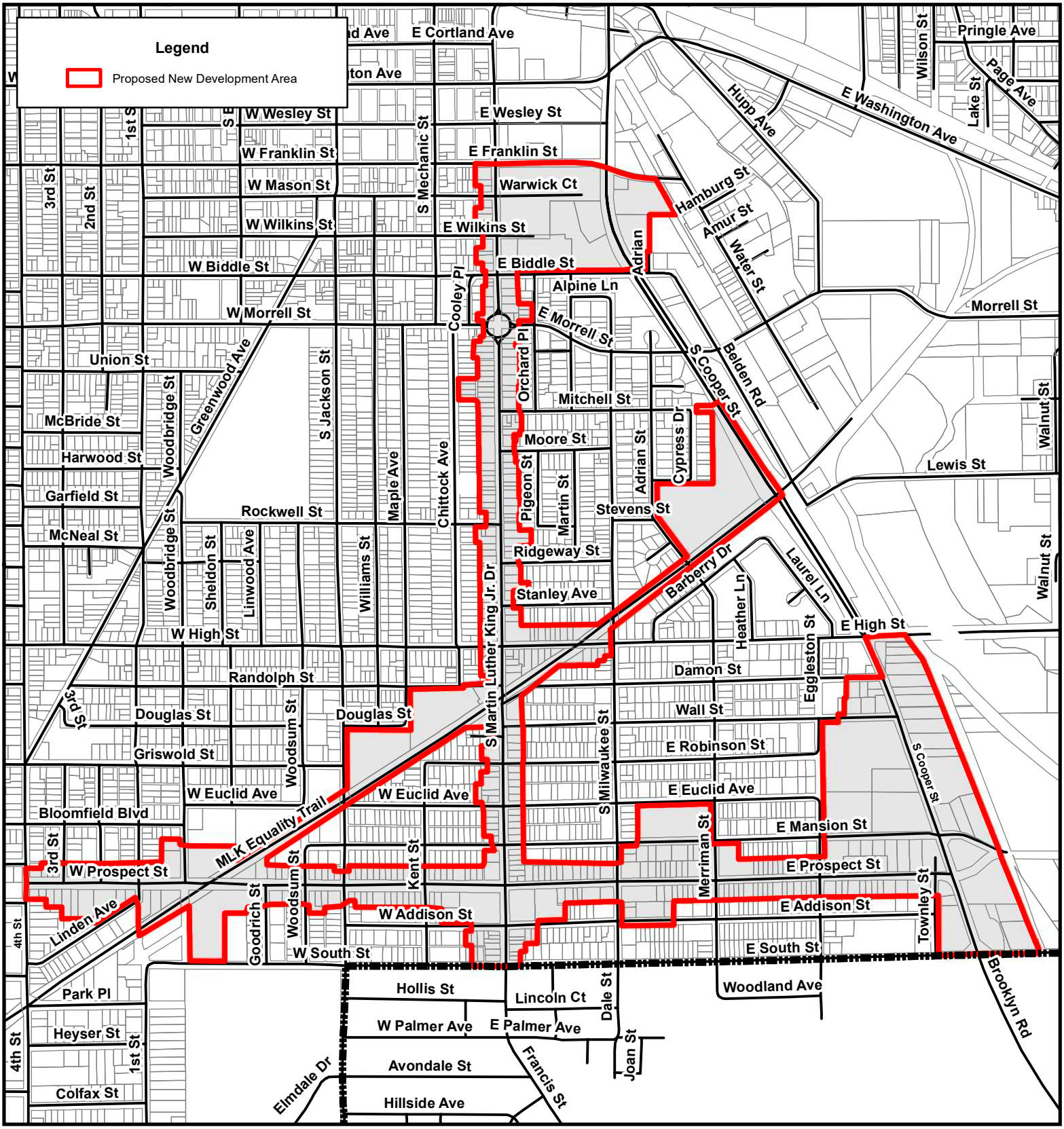
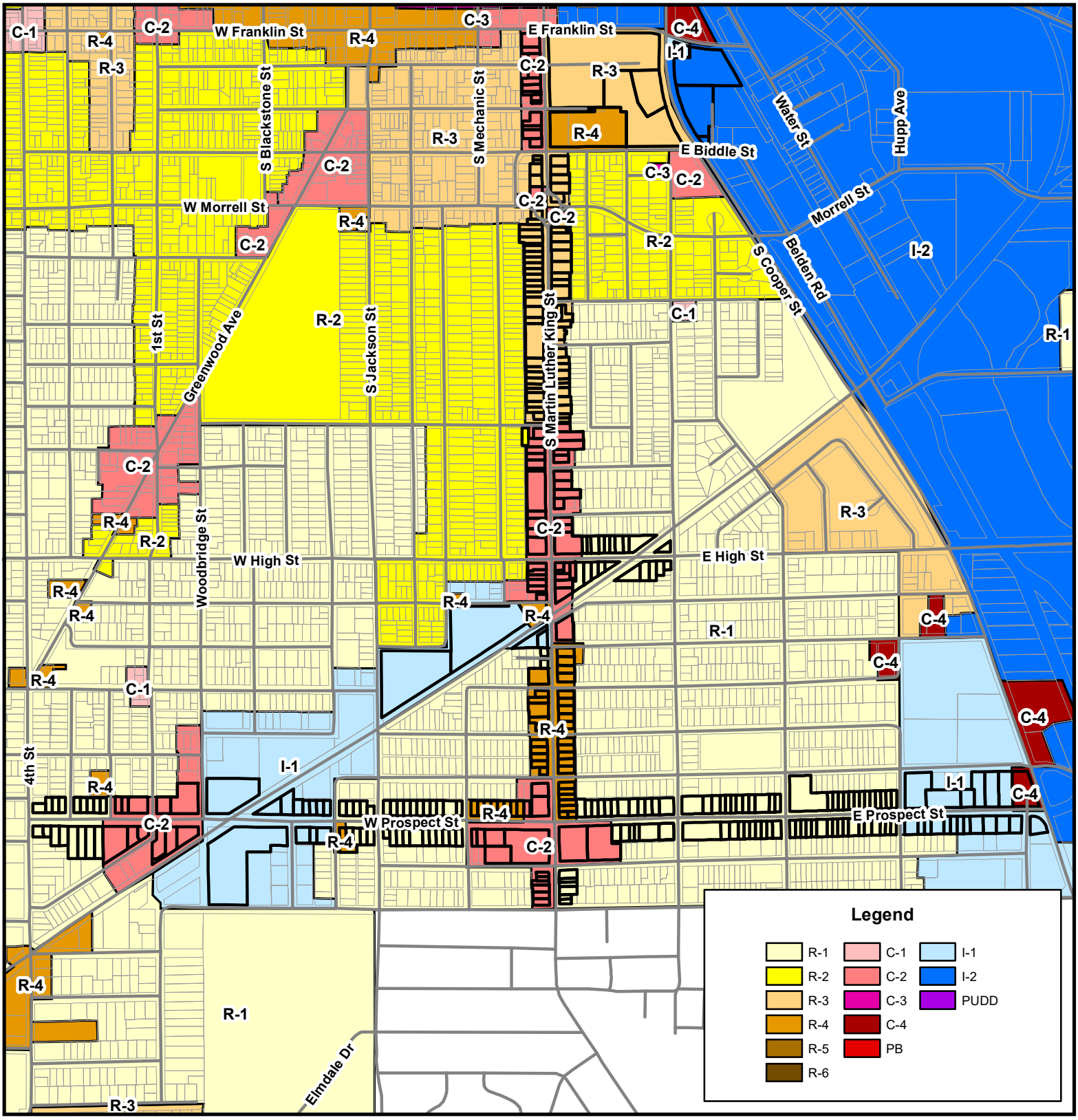


Exhibit C-
Map of Zoning Classifications

MLKCIA PLAN ZONING CLASSIFICATIONS



N
W E
S

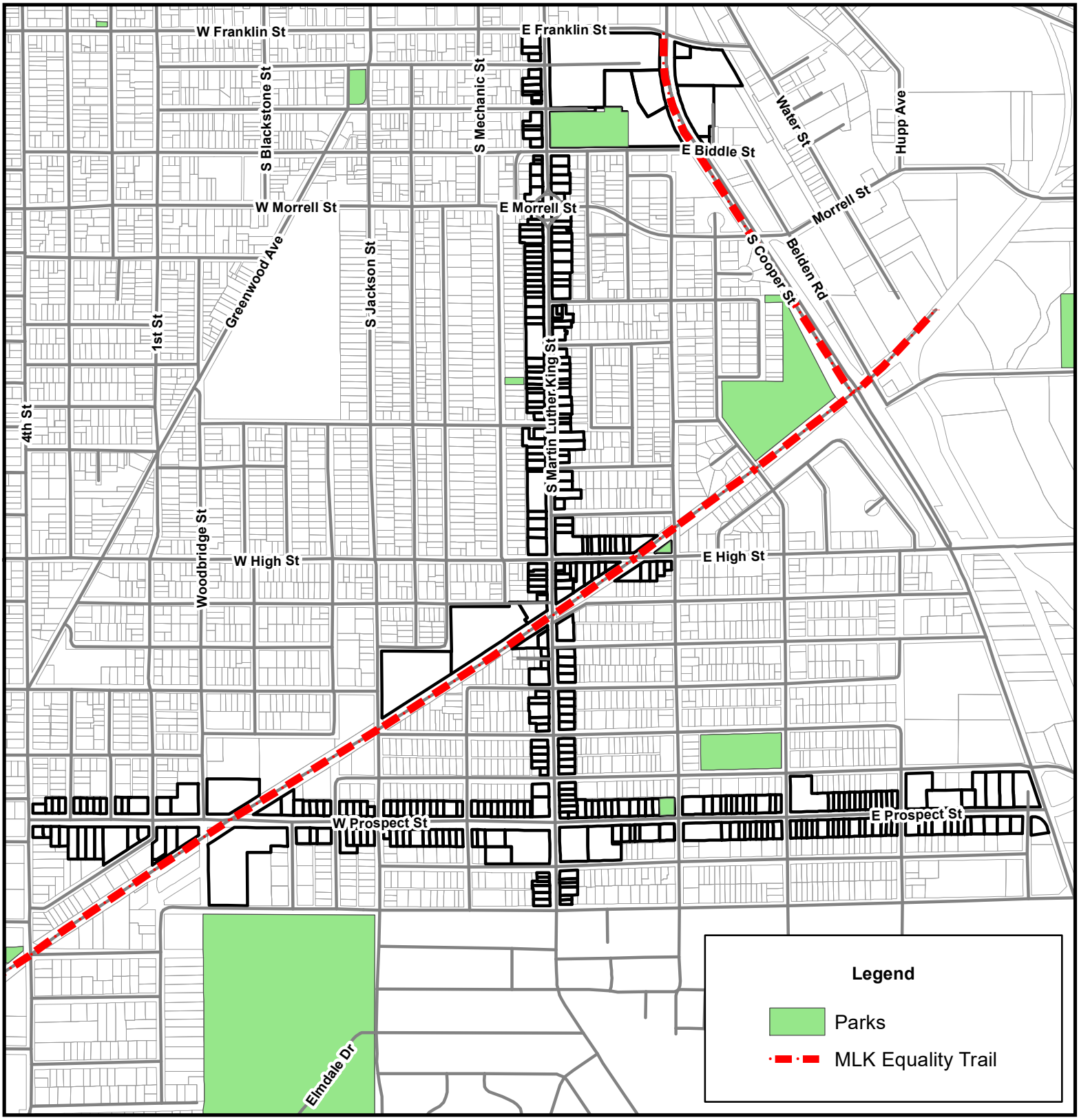
JACKSON
Founded 1829

0 500 1,000 1,500 2,000
Feet

Date Prepared: December 28th, 2021

Exhibit D-
Map of Parks, Open Space and Martin Luther King Equality Trail

MLKCIA PLAN PARKS AND MLK EQUALITY TRAIL



N
W E
S

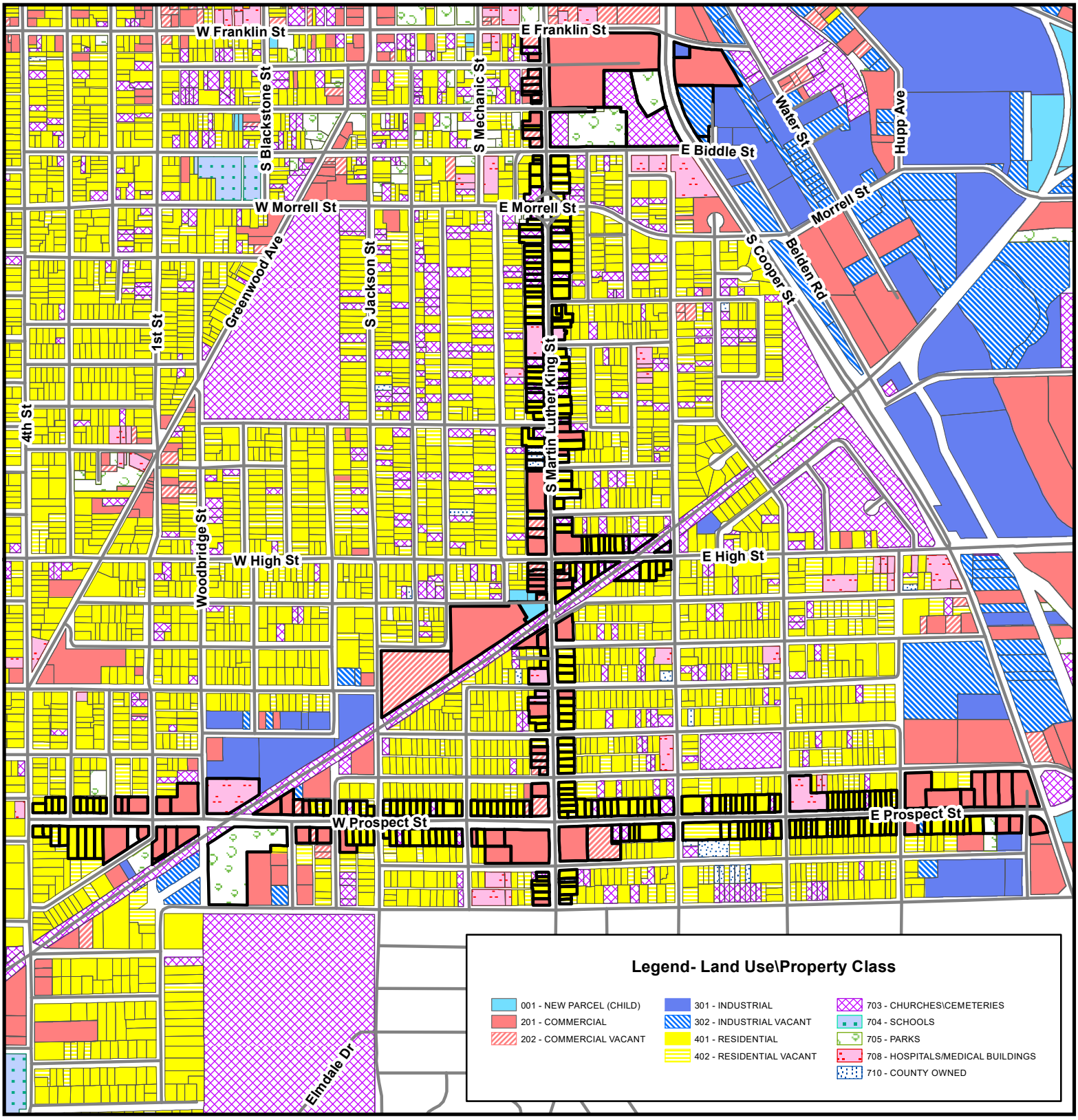
JACKSON
Founded 1829

0 500 1,000 1,500 2,000
Feet

Date Prepared: December 28th, 2021

Exhibit E-
Map of Land Use

MLKCIA PLAN LAND USE (PROPERTY CLASS)



N
W E
S

JACKSON
Founded 1829

0 500 1,000 1,500 2,000
Feet

Date Prepared: December 28th, 2021

Exhibit F-
Map of Vacant Properties

MLKCIA PLAN VACANT PROPERTIES

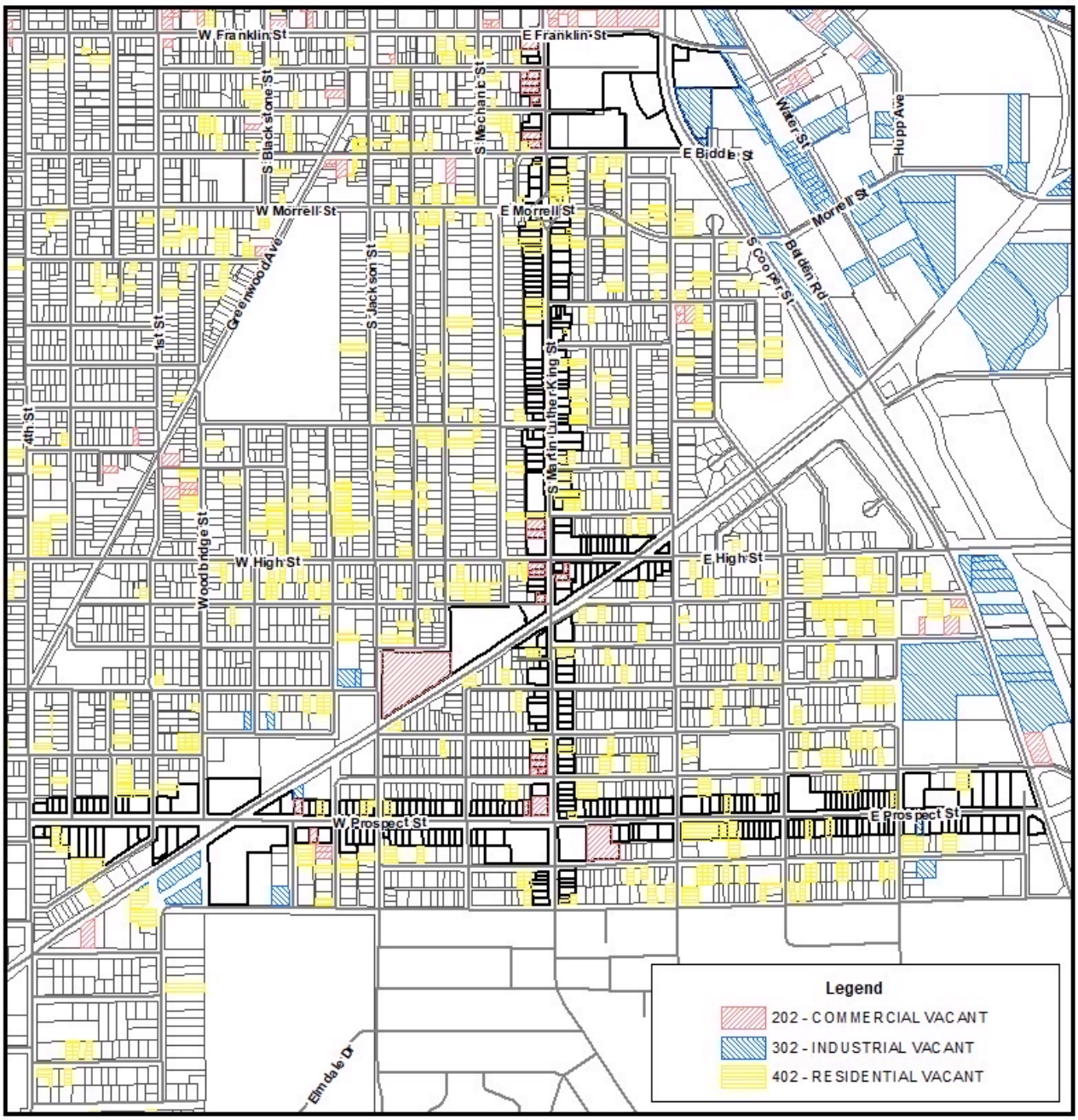
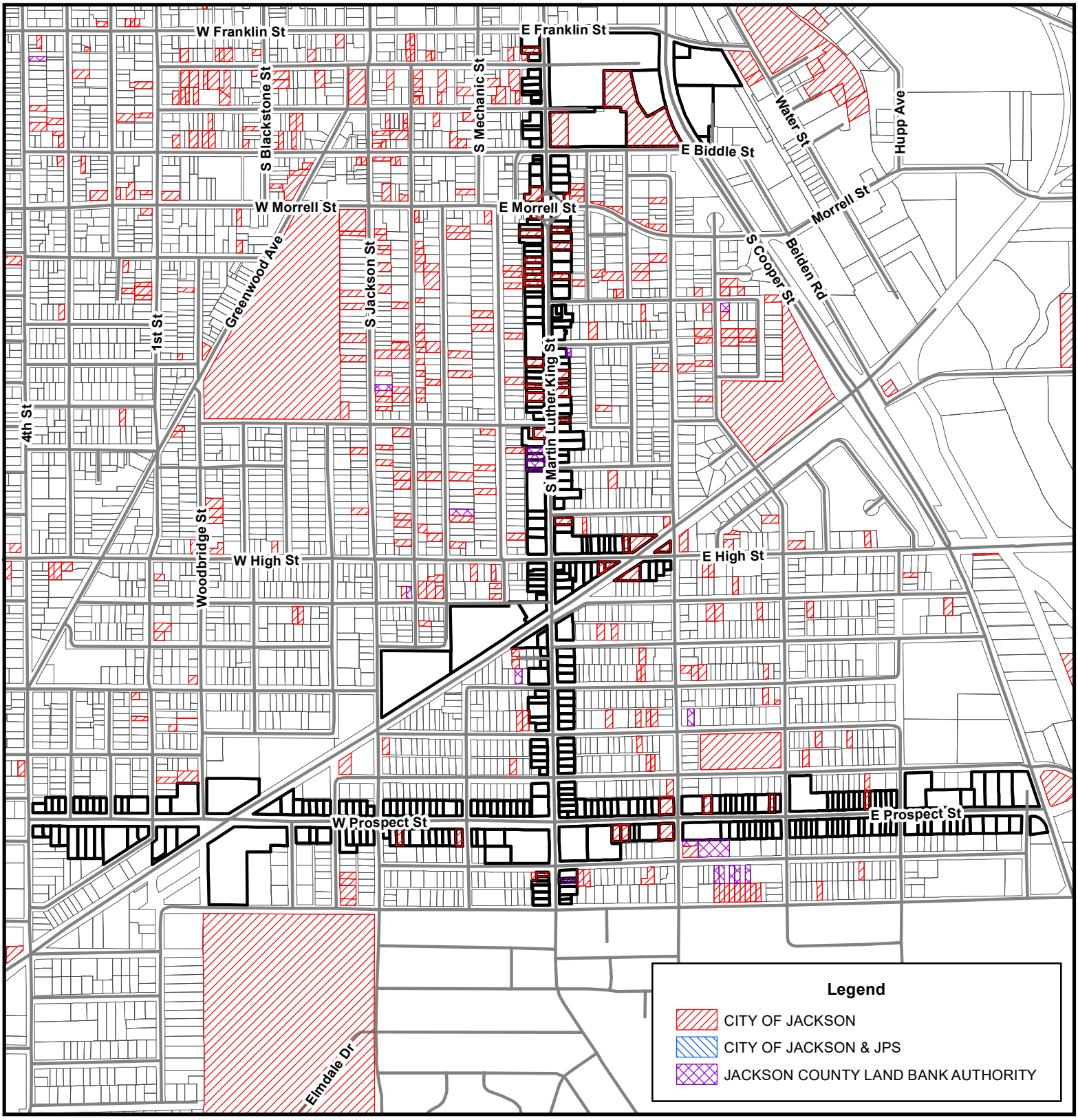


Exhibit G-
Map of City and Jackson County Lank Bank Owned Property

MLKCIA PLAN CITY AND JACKSON COUNTY LANDBANK PROPERTIES



N
W E
S

JACKSON
Founded 1829

0 500 1,000 1,500 2,000
Feet

Date Prepared: December 28th, 2021

Table 1-
Initial Assessed Value and Estimate of Captured Assessed Values, Captured Revenues

YEAR	TAXABLE VALUE [real and personal property]	MILLAGE RATE [1000= one mill]	CAPTURED TAXABLE VALUE	CAPTURED TAX REVENUE
2022	$ 11,710,000	*Initial Assessed Value (Increased 3% for 2022- first year of capture only; 2% per year thereafter)*		
2023	$ 11,710,000	29.7682	$ 348,585.62	$ 10,457.57
2024	$ 12,058,586	29.7682	$ 358,962.39	$ 7,179.25
2025	$ 12,417,548	29.7682	$ 369,648.05	$ 7,392.96
2026	$ 12,787,196	29.7682	$ 380,651.81	$ 7,613.04
2027	$ 13,167,848	29.7682	$ 391,983.13	$ 7,839.66
2028	$ 13,559,831	29.7682	$ 403,651.76	$ 8,073.04
2029	$ 13,963,483	29.7682	$ 415,667.75	$ 8,313.35
2030	$ 14,379,151	29.7682	$ 428,041.43	$ 8,560.83
2031	$ 14,807,192	29.7682	$ 440,783.45	$ 8,815.67
2032	$ 15,247,975	29.7682	$ 453,904.78	$ 9,078.10
2033	$ 15,701,880	29.7682	$ 467,416.71	$ 9,348.33
2034	$ 16,169,297	29.7682	$ 481,330.86	$ 9,626.62
2035	$ 16,650,628	29.7682	$ 495,659.22	$ 9,913.18
2036	$ 17,146,287	29.7682	$ 510,414.10	$ 10,208.28
2037	$ 17,656,701	29.7682	$ 525,608.21	$ 10,512.16
2038	$ 18,182,309	29.7682	$ 541,254.62	$ 10,825.09
2039	$ 18,723,564	29.7682	$ 557,366.79	$ 11,147.34
2040	$ 19,280,931	29.7682	$ 573,958.60	$ 11,479.17
2041	$ 19,854,889	29.7682	$ 591,044.32	$ 11,820.89
2042	$ 20,445,934	29.7682	$ 608,638.64	$ 12,172.77
2043	$ 21,054,572	29.7682	$ 626,756.72	$ 12,535.13
2044	$ 21,681,329	29.7682	$ 645,414.14	$ 12,908.28
2045	$ 22,326,743	29.7682	$ 664,626.95	$ 13,292.54
2046	$ 22,991,370	29.7682	$ 684,411.70	$ 13,688.23
2047	$ 23,675,782	29.7682	$ 704,785.41	$ 14,095.71
TOTAL				$ 256,897.20

Table 2-

Initial Assessed Value and Estimate of Captured Assessed Values, Captured Revenues by Taxing Jurisdiction

Table of Captured Value & Captured Revenues

YEAR	TAXABLE VALUE	City	Captured by TIF	Jackson College	Captured by TIF	Jackson County	Captured by TIF	Library	Captured by TIF	Transit Authority	Captured by TIF	MILLAGE RATE	CAPTURED TAXABLE VALUE	CAPTURED TAX REVENUE
	[real property only]											[1000= one mill]		
2022	$ 11,710,000	*Initial Assessed Value (Increased 3% for 2021- first year of capture only; 2% per year thereafter)*												
2023	$ 11,710,000	$ 213,643	$ 6,409	$ 13,292	$ 399	$ 89,515	$ 2,685	$ 20,432	$ 613	$ 11,704	$ 351	29.7682	$ 348,585.62	$ 10,457.57
2024	$ 12,058,586	$ 220,003	$ 4,400	$ 13,688	$ 274	$ 92,179	$ 1,844	$ 21,040	$ 421	$ 12,053	$ 241	29.7682	$ 358,962.39	$ 7,179.25
2025	$ 12,417,548	$ 226,552	$ 4,531	$ 14,095	$ 282	$ 94,923	$ 1,898	$ 21,666	$ 433	$ 12,411	$ 248	29.7682	$ 369,648.05	$ 7,392.96
2026	$ 12,787,196	$ 233,296	$ 4,666	$ 14,515	$ 290	$ 97,749	$ 1,955	$ 22,311	$ 446	$ 12,781	$ 256	29.7682	$ 380,651.81	$ 7,613.04
2027	$ 13,167,848	$ 240,241	$ 4,805	$ 14,947	$ 299	$ 100,659	$ 2,013	$ 22,975	$ 460	$ 13,161	$ 263	29.7682	$ 391,983.13	$ 7,839.66
2028	$ 13,559,831	$ 247,392	$ 4,948	$ 15,392	$ 308	$ 103,655	$ 2,073	$ 23,659	$ 473	$ 13,553	$ 271	29.7682	$ 403,651.76	$ 8,073.04
2029	$ 13,963,483	$ 254,757	$ 5,095	$ 15,850	$ 317	$ 106,741	$ 2,135	$ 24,363	$ 487	$ 13,957	$ 279	29.7682	$ 415,667.75	$ 8,313.35
2030	$ 14,379,151	$ 262,340	$ 5,247	$ 16,322	$ 326	$ 109,919	$ 2,198	$ 25,089	$ 502	$ 14,372	$ 287	29.7682	$ 428,041.43	$ 8,560.83
2031	$ 14,807,192	$ 270,150	$ 5,403	$ 16,808	$ 336	$ 113,191	$ 2,264	$ 25,836	$ 517	$ 14,800	$ 296	29.7682	$ 440,783.45	$ 8,815.67
2032	$ 15,247,975	$ 278,192	$ 5,564	$ 17,308	$ 346	$ 116,560	$ 2,331	$ 26,605	$ 532	$ 15,240	$ 305	29.7682	$ 453,904.78	$ 9,078.10
2033	$ 15,701,880	$ 286,473	$ 5,729	$ 17,823	$ 356	$ 120,030	$ 2,401	$ 27,397	$ 548	$ 15,694	$ 314	29.7682	$ 467,416.71	$ 9,348.33
2034	$ 16,169,297	$ 295,001	$ 5,900	$ 18,354	$ 367	$ 123,603	$ 2,472	$ 28,212	$ 564	$ 16,161	$ 323	29.7682	$ 481,330.86	$ 9,626.62
2035	$ 16,650,628	$ 303,782	$ 6,076	$ 18,900	$ 378	$ 127,282	$ 2,546	$ 29,052	$ 581	$ 16,642	$ 333	29.7682	$ 495,659.22	$ 9,913.18
2036	$ 17,146,287	$ 312,825	$ 6,257	$ 19,463	$ 389	$ 131,071	$ 2,621	$ 29,917	$ 598	$ 17,138	$ 343	29.7682	$ 510,414.10	$ 10,208.28
2037	$ 17,656,701	$ 322,138	$ 6,443	$ 20,042	$ 401	$ 134,973	$ 2,699	$ 30,807	$ 616	$ 17,648	$ 353	29.7682	$ 525,608.21	$ 10,512.16
2038	$ 18,182,309	$ 331,727	$ 6,635	$ 20,639	$ 413	$ 138,991	$ 2,780	$ 31,724	$ 634	$ 18,173	$ 363	29.7682	$ 541,254.62	$ 10,825.09
2039	$ 18,723,564	$ 341,602	$ 6,832	$ 21,253	$ 425	$ 143,129	$ 2,863	$ 32,669	$ 653	$ 18,714	$ 374	29.7682	$ 557,366.79	$ 11,147.34
2040	$ 19,280,931	$ 351,771	$ 7,035	$ 21,886	$ 438	$ 147,389	$ 2,948	$ 33,641	$ 673	$ 19,271	$ 385	29.7682	$ 573,958.60	$ 11,479.17
2041	$ 19,854,889	$ 362,243	$ 7,245	$ 22,537	$ 451	$ 151,777	$ 3,036	$ 34,643	$ 693	$ 19,845	$ 397	29.7682	$ 591,044.32	$ 11,820.89
2042	$ 20,445,934	$ 373,026	$ 7,461	$ 23,208	$ 464	$ 156,295	$ 3,126	$ 35,674	$ 713	$ 20,436	$ 409	29.7682	$ 608,638.64	$ 12,172.77
2043	$ 21,054,572	$ 384,130	$ 7,683	$ 23,899	$ 478	$ 160,947	$ 3,219	$ 36,736	$ 735	$ 21,044	$ 421	29.7682	$ 626,756.72	$ 12,535.13
2044	$ 21,681,329	$ 395,565	$ 7,911	$ 24,610	$ 492	$ 165,739	$ 3,315	$ 37,830	$ 757	$ 21,670	$ 433	29.7682	$ 645,414.14	$ 12,908.28
2045	$ 22,326,743	$ 407,340	$ 8,147	$ 25,343	$ 507	$ 170,672	$ 3,413	$ 38,956	$ 779	$ 22,316	$ 446	29.7682	$ 664,626.95	$ 13,292.54
2046	$ 22,991,370	$ 419,466	$ 8,389	$ 26,098	$ 522	$ 175,753	$ 3,515	$ 40,115	$ 802	$ 22,980	$ 460	29.7682	$ 684,411.70	$ 13,688.23
2047	$ 23,675,782	$ 431,953	$ 8,639	$ 26,874	$ 537	$ 180,985	$ 3,620	$ 41,310	$ 826	$ 23,664	$ 473	29.7682	$ 704,785.41	$ 14,095.71
TOTALS			$ 157,449		$ 9,796		$ 65,970		$ 15,057		$ 8,626			**$ 256,897**

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022.

Attached is a memo from Shane LaPorte, the Director of Community Development, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022. Monthly expenses includes Personnel Salaries & Expenses, Administration Cost, Special Assessments for Street Projects, CHDO Reserve Habitat for Humanity Deland Project Expense, and Homeless Prevention Expenses for the Boos Center HVAC Project

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: September 27, 2022

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending August 31, 2022.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- Street Projects
  - Special Assessments
- CHDO Reserve (Habitat for Humanity – Deland Project)
- CHDO Operating Expense
- Homeless Prevention
  - Boos Center – HAVC Project Expenses

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through August 31, 2022.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Two Months Ended August 31, 2022

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	Administration & Planning							
	FY 2021/2022	145,000	109,937	11,443	22,317	132,254	12,746	91.2%
	FY 2022 / 2023	120,000	-	90	90	90	119,910	0.1%
	Code Enforcement							
2	City Attorney Office							
	FY 2021/2022	20,000	20,000	-	-	20,000	-	100.0%
	FY 2022 / 2023	25,000	-	-	-	-	25,000	0.0%
	Rehabilitation Projects							
3	Rehabilitation Administration							
	FY 2021/2022	135,000	108,932	11,339	26,068	135,000	-	100.0%
	FY 2022 / 2023	120,000	-	16,800	16,800	16,800	103,200	14.0%
4	City Emergency Hazard Repair Program							
	FY 2020/2021	497,059	479,248	-	-	479,248	17,811	96.4%
	FY 2022 / 2023	250,000	-	-	-	-	250,000	0.0%
	Street Projects							
5	Special Assessments							
	FY 2019/2020	25,000	4,365	1,715	1,715	6,080	18,920	24.3%
6	Cooley: Morrell to Biddle							
	FY 2021/2022	175,176	170,936	-	-	170,936	4,240	97.6%
7	Biddle: Mechanic to MLK Jr Dr							
	FY 2021/2022	134,702	130,463	-	-	130,463	4,239	96.9%
8	Perrine-Burr							
	FY 2021/2022	56,500	42,692	-	-	42,692	13,808	75.6%
	FY 2022/2023	463,000	-	-	-	-	463,000	**0.0%**

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Two Months Ended August 31, 2022

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Recreation -Other Projects							
9	Loomis Park Court Improvements	312,849	304,867	-	-	304,867	7,982	97.4%
10	Boo Center Improvements							
	FY 2020/2021	305,000	245,982	-	-	245,982	59,018	80.6%
	FY 2021/2022	1,005,980	75,180	-	-	75,180	930,800	**7.5%**
	FY 2022/2023	241,133	-	-	-	-	241,133	**0.0%**
	Demolition							
11	Demolition							
	FY 2020/2021	300,000	241,639	-	-	241,639	58,361	80.5%
	FY 2021/2022	75,000	-	-	-	-	75,000	0.0%
	FY 2022 / 2023	150,000	-	-	-	-	150,000	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the Two Months Ended August 31, 2022

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
1 Rehabilitation Assistance Program							
FY 2019/2020	55,068	54,384	-	-	54,384	684	98.8%
2 HOME Administration			-				
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	31,703	-	-	31,703	1,297	96.1%
FY 2021/2022	16,000	16,000	-	-	16,000	-	100.0%
FY 2022/2023	30,000	-	-	-	-	30,000	0.0%
3 CHDO Reservation							
FY 2019/2020	503,052	358,955	21,079	21,079	380,034	123,018	75.5%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
FY 2021/2022	118,329	-	-	-	-	118,329	0.0%
FY 2022/2023	129,404	-	-	-	-	129,404	0.0%
4 CHDO Operating Expenses							
FY 2019/2020	18,000	3,958	4,834	4,834	8,793	9,207	48.8%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%
FY 2022/2023	17,226	-	-	-	-	17,226	0.0%
5 Partnership Park - Homeowner Rehabilitation (CAA)							
FY 2021/2022	200,000	-	-	-	-	200,000	0.0%
FY 2022/2023	200,000	-	-	-	-	200,000	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Two Months Ended August 31, 2022

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	CDBG-CV Admin City FY 2020/2021	60,000	12,383	-	-	12,383	47,617	20.6%
2	CDBG-CV Admin CAA FY 2020/2021	33,270	33,270	-	-	33,270	-	100.0%
	Homeless Prevention - Public Services							
3	Eviction Prevention FY 2020/2021	120,000	120,000	-	-	120,000	-	100.0%
4	Foreclosure Prevention FY 2020/2021	41,112	41,112	-	-	41,112	-	100.0%
5	Water Shut-off Protection FY 2020/2021	35,313	35,313	-	-	35,313	-	100.0%
	Parks & Recreation							
6	Boos Center - HVAC	319,425	97,207	75,055	75,055	172,262	147,163	53.9%
7	Boos Center - Trail	336,325	-	-	-	-	336,325	0.0%

JACKSON
Founded 1829

City of Jackson, Michigan
Financial Statements

As of and For the 2 Months Ended August 31, 2022

Preliminary/Unaudited

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

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 2 Months Ended August 31, 2022
(Prepared on the Adopted Budget-Basis)
Preliminary/Unaudited

Function	Department	2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
General Government :							
101-101	City Council	114,696	114,696	10,743	23,603	20.58%	91,093
101-103	Charter Review Committee	2,500	2,500	0	0	0.00%	2,500
101-172	City Manager	474,901	474,901	39,497	76,807	16.17%	398,094
101-191	Finance	587,942	587,942	35,637	70,485	11.99%	517,457
101-215	City Clerk	331,401	331,401	22,091	44,576	13.45%	286,825
101-228	Management Info. Services	448,021	448,021	103,590	120,811	26.97%	327,210
101-233	Purchasing	130,276	130,276	12,540	16,943	13.01%	113,333
101-253	City Treasurer	413,354	413,354	28,837	57,316	13.87%	356,038
101-254	City Income Tax	235,063	235,063	10,465	20,595	8.76%	214,468
101-257	City Assessor	544,375	544,375	31,707	60,211	11.06%	484,164
101-262	City Clerk-Elections	114,367	114,367	25,898	28,615	25.02%	85,752
101-265	City Hall & Grounds	431,258	431,258	48,123	54,353	12.60%	376,905
101-266	City Attorney	731,548	731,548	53,978	106,271	14.53%	625,277
101-270	Personnel	645,907	645,907	51,942	67,285	10.42%	578,622
101-278	Unallocated	879,799	879,799	40,137	67,584	7.68%	812,215
		6,085,408	**6,085,408**	**515,185**	**815,455**	**13.40%**	**5,269,953**
Judicial:							
101-299	Admin. Hearings Bureau	199,201	199,201	7,383	14,167	7.11%	185,034
		199,201	**199,201**	**7,383**	**14,167**	**7.11%**	**185,034**
Public Safety:							
101-301	Police	11,454,098	11,454,098	785,301	1,640,939	14.33%	9,813,159
101-320	Consortium Training	15,750	15,750	0	205	1.30%	15,545
101-321	In Service Training	3,185	3,185	0	0	0.00%	3,185
101-340	Fire Suppression	5,709,356	5,709,356	514,171	1,042,791	18.26%	4,666,565
101-350	Public Safety - Unallocated	2,107,885	2,107,885	277,445	312,823	14.84%	1,795,062
		19,290,274	**19,290,274**	**1,576,917**	**2,996,758**	**15.54%**	**16,293,516**
Public Works :							
101-442	Forestry	658,542	658,542	63,954	123,997	18.83%	534,545
101-444	Sidewalk Construction	55,707	55,707	4,598	11,944	21.44%	43,763
101-445	Drains at Large	78,779	78,779	13,636	31,674	40.21%	47,105
101-450	Street Lighting	601,899	601,899	42,639	42,639	7.08%	559,260
101-455	Weed Control	103,918	103,918	20,066	23,762	22.87%	80,156
101-465	Grounds Maintenance	467,230	467,230	43,142	45,708	9.78%	421,522
101-567	Cemeteries	358,075	358,075	38,584	63,341	17.69%	294,734
101-571	Tax Property Maintenance	226,695	226,695	51,596	56,218	24.80%	170,477
101-572	Civic Affairs	107,802	107,802	7,909	11,343	10.52%	96,459
		2,658,647	**2,658,647**	**286,124**	**410,626**	**15.44%**	**2,248,021**
Community & Economic Development:							
101-701	Planning	234,974	234,974	15,415	30,131	12.82%	204,843
101-728	Economic Development	132,400	132,400	16,752	19,752	14.92%	112,648
		367,374	**367,374**	**32,167**	**49,883**	**13.58%**	**317,491**

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 2 Months Ended August 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Function	Department	2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Recreation & Culture :							
101-752	Parks, Rec. & Grnds. Admin.	305,867	305,867	41,978	71,498	23.38%	234,369
101-758	Lt. Nixon Memorial Pool	100,476	100,476	39,087	48,292	48.06%	52,184
101-771	Parks & Facilities Maintenance	836,134	836,134	123,123	351,561	42.05%	484,573
101-803	Historical District	12,790	12,790	844	1,663	13.00%	11,127
101-806	Diversity, Equity & Inclusion	306,235	306,235	17,433	32,640	10.66%	273,595
		1,561,502	**1,561,502**	**222,465**	**505,654**	**32.38%**	**1,055,848**
Contributions to Other Funds:							
101-965	Contributions to Other Funds	**293,429**	**293,429**	**0**	**0**	**0.00%**	**293,429**
	Total General Fund Expenditures	**30,455,835**	**30,455,835**	**2,640,241**	**4,792,543**	**15.74%**	**25,663,292**
Funds Consolidated with the General Fund for Financial Reporting Purposes:							
102	**Budget Stabilization**	**25,000**	**25,000**	**0**	**0**	**0.00%**	**25,000**

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 2 Months Ended August 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Permanent Funds :							
151	Cemetery Perpetual Maint.	5,000	5,000	0	0	0.00%	5,000
155	Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%	23,850
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	7,000
Special Revenue Funds :							
202	Major Street	24,731,248	24,731,248	839,724	920,216	3.72%	23,811,032
203	Local Street	3,898,044	3,898,044	79,805	108,471	2.78%	3,789,573
208	Ella W. Sharp Park Operating	986,741	986,741	97,521	171,452	17.38%	815,289
218	Affordable Housing	3,250,000	3,250,000	91,803	91,803	2.82%	3,158,197
245	Public Improvement	1,027,676	1,027,676	0	0	0.00%	1,027,676
246	Cortland St. Redev. Project	2,520,493	2,520,493	1,008	1,008	0.04%	2,519,485
249	Building Department	597,332	597,332	39,787	71,135	11.91%	526,197
251	Housing Code Enforcement	1,156,790	1,156,790	67,694	127,295	11.00%	1,029,495
252	Building Demolitions	406,815	406,815	28,411	28,411	6.98%	378,404
265	Drug Law Enforcement	16,702	16,702	44	1,419	8.50%	15,283
272	SAFER Grant	524,760	524,760	32,078	32,078	6.11%	492,682
273	Project Safe Neighborhoods	120,969	120,969	4,862	7,496	6.20%	113,473
279	American Rescue Plan Act	200,000	200,000	6,780	6,780	3.39%	193,220
296	Recreation Activity	206,248	206,248	84,608	123,930	60.09%	82,318
297	Recreation Millage Program	657,274	657,274	69,525	99,088	15.08%	558,186
Debt Service Funds :							
308	2020 Capital Improvement D/S	223,702	223,702	0	0	0.00%	223,702
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	0	0.00%	761,890
367	2021 City Hall Refunding D/S	729,581	729,581	0	0	0.00%	729,581
385	2016 Capital Improvement D/S	144,087	144,087	0	0	0.00%	144,087
386	2018 Capital Improvement D/S	1,410,000	1,410,000	0	0	0.00%	1,410,000
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	0	0.00%	420,556
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	0	0.00%	772,512
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%	2,735,750
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	0	0.00%	209,573
Capital Projects Funds :							
401	Capital Projects	1,955,898	1,955,898	6,450	8,710	0.45%	1,947,188
402	Water Equip. and Replacemt.	9,825,900	9,825,900	136,814	168,324	1.71%	9,657,576
403	Lead Service Line Replacement	1,661,966	1,661,966	0	0	0.00%	1,661,966
404	Sanitary Sewer Maint.	399,931	399,931	20,554	69,054	17.27%	330,877
405	Sanitary Sewer Replacement	1,902,121	1,902,121	10,833	23,284	1.22%	1,878,837
406	Wastewater Equip. Replacemt.	17,594,940	17,594,940	303,748	317,446	1.80%	17,277,494
488	MLK Corridor Improvemt. Authority	10,000	10,000	0	145	1.45%	9,855
489	Brownfield Redevelopmt. Auth.	1,450,079	1,450,079	10,692	11,801	0.81%	1,438,278
494	DDA Project	2,947,323	2,947,323	0	0	0.00%	2,947,323

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 2 Months Ended August 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
Enterprise Funds :							
514	Auto Parking System	247,011	247,011	0	0	0.00%	247,011
518	Parking Assessment	303,267	303,267	5,651	18,137	5.98%	285,130
519	Cooper/Francis Parking Deck	283,775	283,775	2,139	2,139	0.75%	281,636
590	Sewer	18,162,790	18,162,790	549,395	926,474	5.10%	17,236,316
591	Water	19,257,736	19,257,736	1,009,158	1,772,350	9.20%	17,485,386
Internal Service Funds :							
641	Public Works Administration	477,472	477,472	35,906	63,402	13.28%	414,070
642	Engineering Administration	328,453	328,453	23,033	48,819	14.86%	279,634
643	Local Site Remed. Revolving	20,000	20,000	20,000	20,000	100.00%	0
661	Motor Pool and Garage	2,881,943	2,881,943	73,363	101,245	3.51%	2,780,698
676	Workers' Compensation	183,900	183,900	17,509	17,509	9.52%	166,391
677	Self-Insured Health Care	5,680,600	5,680,600	535,164	995,863	17.53%	4,684,737
Trust & Agency Funds :							
703	County & School Tax Collection	65,000	65,000	0	0	0.00%	65,000
731	Employees' Retirement System	4,220,000	4,220,000	0	309,078	7.32%	3,910,922
732	Policemen's/Firemen's Pension	548,000	548,000	42,228	84,104	15.35%	463,896
734	Police./Fire. Pension-345	7,640,000	7,640,000	464,964	464,964	6.09%	7,175,036
736	Public Employee Health Care	10,000	10,000	0	0	0.00%	10,000
Special Assessment Funds :							
852	2020 Special Assessment D/S	161,335	161,335	0	0	0.00%	161,335
895	Special Assessment	2,055,241	2,055,241	0	0	0.00%	2,055,241

City of Jackson
All Funds - Revenue Summary
As of and For the 2 Months Ended August 31, 2022
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected	
General Fund :							
Property Taxes		10,423,356	10,423,356	6,317,562	7,302,303	70.06%	
Income Taxes		10,500,000	10,500,000	807,305	2,280,015	21.71%	
State Revenue Sharing		5,028,914	5,028,914	30,074	30,074	0.60%	
Licenses & Permits		367,025	367,025	854	6,132	1.67%	
Federal Grants		1,346,427	1,346,427	938	7,513	0.56%	
State Grants		3,185	3,185	0	0	0.00%	
Charges For Goods & Services		1,294,072	1,294,072	64,007	98,250	7.59%	
Fines & Forfeits		377,094	377,094	54,203	82,886	21.98%	
Investment Income		115,000	115,000	10,326	14,366	12.49%	
Contributions From Other Funds		120,000	120,000	0	0	0.00%	
Contributions From Local Units		12,500	12,500	0	0	0.00%	
Miscellaneous		225,323	225,323	13,321	86,644	38.45%	
Total General Fund Revenues		29,812,896	29,812,896	7,298,590	9,908,183	33.23%	
Funds Consolidated with the General Fund for Financial Reporting Purposes:							
102	**Budget Stabilization**	**25,000**	**25,000**	**556**	**556**	**2.22%**	
Permanent Funds :							
151	Cemetery Perpetual Maint.	37,000	37,000	2,465	4,864	13.15%	
155	Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%	
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	
Special Revenue Funds :							
2.02	Major Street	24,253,509	24,253,509	377,144	377,771	1.56%	
203	Local Street	2,889,376	2,889,376	106,247	106,247	3.68%	
208	Ella W. Sharp Park Operating	921,600	921,600	150,075	217,980	23.65%	
218	Affordable Housing	3,250,000	3,250,000	0	0	0.00%	
245	Public Improvement	1,269,500	1,269,500	763,897	879,309	69.26%	
246	Cortland St. Redev. Project	2,500,000	2,500,000	34	68	0.00%	
249	Building Department	497,500	497,500	81,408	120,222	24.17%	
251	Housing Code Enforcement	1,157,500	1,157,500	218,894	456,017	39.40%	
252	Building Demolitions	407,465	407,465	14,417	14,417	3.54%	
265	Drug Law Enforcement	15,610	15,610	33	33	0.21%	
272	SAFER Grant	524,760	524,760	63,303	63,303	12.06%	
273	Project Safe Neighborhood	120,969	120,969	0	9,107	7.53%	
279	American Rescue Plan Act	200,000	200,000	15,722,413	15,722,413	7861.21%	***Note 2***
296	Recreation Activity	208,000	208,000	24,174	50,189	24.13%	
297	Recreation Millage Program	676,000	676,000	347	347	0.05%	
Debt Service Funds :							
308	2020 Capital Improvement D/S	223,702	223,702	0	0	0.00%	
352	2017 Mich. Trans. Fund D/S	761,890	761,890	0	0	0.00%	
367	2021 City Hall Refunding D/S	668,000	668,000	442,158	499,582	74.79%	
385	2016 Capital Improvement D/S	144,087	144,087	0	0	0.00%	
386	2018 Capital Improvement D/S	1,410,000	1,410,000	0	0	0.00%	

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the 2 Months Ended August 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name		2022/23 Budget Original	2022/23 Budget Amended	Actual Month To Date	Actual Year To Date	Percent Collected
Debt Service Funds (Continued) :						
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	0	0.00%
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	0	0.00%
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	0	0.00%
Capital Projects Funds :						
401	Capital Projects	1,956,398	1,956,398	58	58	0.00%
402	Water Equip. and Replacemt.	7,808,191	7,808,191	405,368	804,450	10.30%
403	Lead Service Line Replacement	2,637,759	2,637,759	88,146	175,660	6.66%
404	Sanitary Sewer Maintenance	399,931	399,931	20,554	69,054	17.27%
405	Sanitary Sewer Replacement	672,950	672,950	57,967	113,447	16.86%
406	Wastewater Equip. Replacemt.	16,095,054	16,095,054	130,197	256,264	1.59%
488	MLK Corridor Improvemt. Authority	10,000	10,000	0	0	0.00%
489	Brownfield Redevelopmt. Auth.	1,559,350	1,559,350	1,310	1,310	0.08%
494	DDA Project	3,405,000	3,405,000	4,107	4,107	0.12%
Enterprise Funds :						
514	Auto Parking System	93,743	93,743	287	535	0.57%
518	Parking Assessment	221,288	221,288	6,537	26,993	12.20%
519	Cooper/Francis Parking Deck	11,050	11,050	2,394	2,454	22.21%
590	Sewer	6,949,219	6,949,219	600,079	921,436	13.26%
591	Water	15,234,895	15,234,895	1,192,354	2,814,732	18.48%
Internal Service Funds :						
641	Public Works Administration	399,794	399,794	26,905	64,473	16.13%
642	Engineering Administration	265,891	265,891	19,986	45,094	16.96%
643	Local Site Remed. Revolving	67,950	67,950	193	193	0.28%
661	Motor Pool and Garage	2,823,832	2,823,832	112,643	225,223	7.98%
676	Workers' Compensation	185,000	185,000	10,547	27,440	14.83%
677	Self-Insured Health Care	5,940,600	5,940,600	536,627	873,441	14.70%
Trust & Agency Funds :						
703	County & School Tax Collection	65,000	65,000	325	325	0.50%
731	Employees' Retirement System	6,040,000	6,040,000	(419,525)	2,349,974	38.91%
732	Policemen's/Firemen's Pension	561,185	561,185	0	197,921	35.27%
734	Police./Fire. Pension-345	9,629,911	9,629,911	0	3,451,228	35.84%
736	Public Employees Health Care	230,000	230,000	0	0	0.00%
Special Assessment Funds :						
852	2020 Special Assessment D/S	161,335	161,335	0	0	0.00%
897	Special Assessment	2,055,241	2,055,241	299	305	0.01%

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the 2 Months Ended August 31, 2022
(Prepared on the Adopted Budget-Basis)

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

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

CITY COUNCIL MEETING MINUTES

September 13, 2022

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Second Ward Councilmember Freddie Dancy.

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor Arlene Robinson, 2nd Ward Councilman Freddie Dancy, 3rd Ward Councilwoman Angelita Gunn, 4th Ward Councilwoman Laura Dwyer Schlecte, 5th Ward Councilwoman Karen Bunnell, and 6th Ward Councilman Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, Chief Equity Officer John Willis, Director of Community Development Shane LaPorte, Downtown Development Authority Director Cory Mays, and City Engineer Jon Dowling.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

A. Public Hearing and Resolution for Special Assessment Roll No. 4305

Recess as City Council and Convene as a Board of Review

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to recess as City Council and convene as a Board of Review. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

1. Public Hearing on Special Assessment Roll No. 4305 for Meterless Parking 2022-2023

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to open the public hearing on Special Assessment Roll No. 4305. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

A. Consider a resolution confirming Roll No. 4305

Kevin Thompson (attorney), 200 N. Jackson spoke during the hearing.

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

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to adopt the resolution confirming Roll 4305. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: Councilmember Forgrave (1). Motion carried.

Adjourn as a Board of Review and Reconvene as a City Council

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to adjourn as a Board of Review and reconvene as a City Council. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. Receipt of Notice from the Michigan Municipal League
Receipt of Michigan Municipal League Annual Meeting Notice

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to receive the receipt of notice from the Michigan Municipal League Annual Meeting Notice. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of August 9, 2022
Approve the minutes of the regular City Council Meeting of August 9, 2022.

B. Establish Public Hearing for Justice Assistance Grant (JAG) Program
Schedule a public hearing at the September 27, 2022 City Council meeting regarding the use of $30,210 in FY2022 JAG funds by the City for the purchase of equipment and the use of $19,151 in JAG funds by Jackson County to purchase several pieces of equipment for use by Sheriff's Deputies.

C. Reappointment to Employees Retirement System Board
Approve the Mayor's recommendation to reappoint Charles Keeling to the Employees Retirement System Board as a member-at-large, public, for a period of four-years, retroactively from September 1, 2022 to August 31, 2026.

D. Approve a Revocable License for a Blade Sign at Cotton Tales at 340 S. Mechanic Street
Approve a Revocable License for Cotton Tales for the installation of a building mounted blade sign within the Mechanic Street public right-of-way at 340 S. Mechanic Street and authorize the Mayor and City Clerk to execute the appropriate documents.

E. Traffic Control Orders 2382-2383 – Heather Lane and Laurel Lane
Approval of Traffic Control Orders 2382-2383 to remove the parking restrictions on the west side of Heather Lane and the east side of Laurel Lane.

F. Special Event Application for Beats in the Park
Approve a request from Double Crossed Media, LLC to host Beats in the Park on Saturday, September 24, 2022 in Horace Blackman and Bucky Harris Parks.

G. Special Event Application for Our Lady of Guadalupe Procession
Approve a request from the Sacred Heart Chapel to host the Our Lady of Guadalupe Walk on Sunday, December 11, 2022 on the streets and sidewalks of downtown Jackson.

H. Special Event Application for Public Rosary
Approve a request from the Queen of the Miraculous Medal Catholic Church to host their Public Rosary event on Sunday, October 9, 2022 in Horace Blackman Park.

I. Receipt of Alley Vacation Petition
Receipt of a petition circulated by David Behnke to vacate a public alley that runs between Franklin Street and Mason Street.

J. Special Event Application for the Home of New Vision Recovery Out Loud Walk
Approve a request from the Home of New Vision to host their Recovery Out Loud Walk on September 17, 2022 on the streets/sidewalks of Jackson.

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

OTHER BUSINESS:

A. Second Reading/Final Adoption Ordinance No. 2022-08
Recommendation: *Approve the second reading/final adoption of an ordinance amending the boundaries of the Martin Luther King Corridor Improvement Authority.*

Motion was made by Councilmember Bunnell, seconded by Vice Mayor Robinson to approve the second reading and final adoption of an ordinance amending the boundaries of the Martin Luther King Corridor Improvement Authority. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Second Reading/Final Adoption Ordinance No. 2022-09
Recommendation: *Approve the second reading/final adoption of an ordinance amending Chapter 16, Article XVIII, Section 16-514 to permit the maximum number of stacked MMFLA and MRTMA Class C Grower Licenses authorized under Michigan law.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the second reading and final adoption of an ordinance amending Chapter 16, Article XVIII, Section 16-514 to permit the maximum number of stacked MMFLA and MRTMA Class C Grower Licenses authorized under Michigan law. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

NEW BUSINESS:

A. Amendment 2 to the 2021 Major Street & Traffic Signal Engineering Contract
Recommendation: *Approval of Amendment 2 to the 2021 Major Street & Traffic Signal Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of $49,310.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve Amendment 2 to the 2021 Major Street and Traffic Signal Engineering Contract. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Approval of the purchase of 4,000 tons of road salt from Detroit Salt Company for $75.32 per ton
Recommendation: *Recommend approval for the purchase of 4,000 tons of road salt from Detroit Salt Company for $75.32 per ton for a total amount of $301,280.00 for the 2022/2023 winter season through cooperative bidding with the Jackson County Department of Transportation.*

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to approve the purchase of 4,000 tons of road salt from Detroit Salt Company for $75.32 per ton. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Amendment 1 to the 2022 Major Street Engineering Contract
Recommendation: *Approval of Amendment 1 to the 2022 Major Street Engineering contract with Spaulding DeDecker Associates, Inc. (SDA) of Novi, Michigan at a not-to-exceed cost of $157,025.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve Amendment 1 to the 2022 Major Street Engineering Contract. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

D. Changes to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 811 N. East Avenue
Recommendation: *Approve the resolution for Changes to the Standard Lighting Contract with Consumers Energy for one new streetlight at N. East Avenue and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve changes to the Standard Lighting Contract for streetlights with Consumers Energy for installation for one new streetlight at 811 N. East Avenue. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. Award a Contract to Eagle Ventures Inc. in the amount of $200,486 to complete the full renovation of 109 Hollywood Street
Recommendation: *Award a contract to Eagle Ventures Inc. in the amount of $200,486 to complete the full renovation of 109 Hollywood Street.*

Motion was made by Councilmember Schlecte, seconded for discussion by Councilmember Dancy to table the item.

Councilmember Schlecte asked to amend the motion to postponing until September 27, 2022. Councilmember Dancy did not concur. Councilmember Schlecte withdrew her motion.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to postpone until September 27, 2022. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: Councilmember Dancy (1). Motion carried.

F. AEY Holdings LLC Marihuana Phase III License Approval
Recommendation: *Consider approval of Phase III license issuance for AEY Holdings LLC d/b/a Cookies for medical facility and adult use marihuana establishment pursuant to Sec 16-516(c) of the City Code, contingent upon the applicant's receipt of its final Phase II license issuance from the State of Michigan.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve the Phase III license issuance for AEY Holdings, LLC d/b/a Cookies for medical facility and adult use marihuana establishment pursuant to Section 16-516 (c) of the City Code, contingent upon the applicant's receipt of its final Phase II license issuance from the State of Michigan. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: Councilmember Dancy (1). Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Vice Mayor Robinson. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 7:47 p.m.

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: Special Event Application: Jackson High School Homecoming Parade

---

Recommendation:

Approve a request from Jackson High School to host their Homecoming Parade on September 30, 2022 on the streets of Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Jackson High School Homecoming Parade.

I recommend approval of the special event application for the Jackson High School Homecoming Parade. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: September 27, 2022

RECOMMENDATION: Approve a request from Jackson High School to host their Homecoming Parade on September 30, 2022 on the streets of Jackson.

SUMMARY: A parade celebrating the homecoming festivities for Jackson High School

---

DEPARTMENTAL APPROVAL SUMMARY

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$275.00
Public Works	X		$400.00
		TOTAL	***$675.00***

CONDITIONS & CONSIDERATIONS

Police assistance

INSURANCE STATUS

Approved, pending receipt of current certificate of insurance

---

ATTACHMENTS: Special Event Application: Jackson High School Homecoming Parade

JACKSON
Founded 1829

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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Jackson High School		
Address: 544 Wildwood Ave.		Phone: (517) 841-3700
Tax ID#: 38-6001907	Website: jpsk12.org	
Contact Name: Monica Pierce	Phone: (517) 841-3701	Email: monica.pierce@jpsk12.org
Contact Name: Ericca Scott	Phone: (517) 841-3798	Email: ericca.scott@jpsk12.org
Contact Name During Event: Ericca Scott		Phone: (517) 936-4980

Event Information

Event Name:

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
9/30/2022	5:00 p.m.	6:00 p.m.	7:00 p.m.	7:00 p.m.

Has this event occurred before? ☑Yes, (if yes, how many previous years? 50+ ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 200-300

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

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

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

☐Horace Blackman Park ☐GrandRiver Farmers Market Pavilion

☐Bucky Harris Park ☐CP Federal City Square (Stage)

☐Ella Sharp Park *(requires Ella Sharp Board approval)* ☐MLK Equality Trail

☑Other Location: Start at Walmart back lot - end@JHigh

☑Streets: Brown to Daniel, becoming Wildwood to W.JHigh lot

☐Other Park: _____

Brief description of Event

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

Jackson High School's 2022 Homecoming Parade will take place on 9/30/22 from Walmart to the W. side parking lot @ JHigh. Parade leaves @ 6:00 p.m.

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

Street Name: N Brown St. Cross Streets Ø

Closure Start Date: 9/30/22 Time: 5:50 pm Closure End Date: 9/30/22 Time: 6:10 pm

Street Name: Daniel Cross Streets _____

Closure Start Date: 9/30/22 Time: 5:50 pm Closure End Date: 9/30/22 Time: 6:15 pm

Street Name: Wildwood Ave. Cross Streets Wisner & West Ave

Closure Start Date: 9/30/22 Time: 5:55 pm Closure End Date: 9/30/22 Time: 6:30 pm

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

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

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

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

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

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

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

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

☐ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☑ Other: police assistance needed to block streets & lead parade

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: Maria Perez

Date: 9/13/21

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval

Covid-19 Contingency Plan

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

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

Attendees and participants will be encouraged to wear masks, but optional due to event being outdoors. Anyone feeling ill will be asked to leave.

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

Those who are sick will be asked to leave. If it beomes neccessary, the district will send out a mass robo call + email notification.

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

Masks will be encouraged, but optional due to event taking place outdoors.

CERTIFICATE OF INSURANCE

Producer

SET SEG
1520 Earl Ave
East Lansing, MI 48823

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured

Jackson Public Schools
522 Wildwood Ave
Jackson, MI 49202

A MASB-SEG Property/Casualty Pool, Inc.

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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** [X] Comprehensive Form [X] Premises/Operations [X] Products/Completed Operations [X] Contractual [X] Independent Contractors [X] Broad Form Property Damage [X] Personal Injury	PC-0000297	7/1/21	7/1/22	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE	$1,000,000 N/A $1,000,000

DESCRIPTION City of Jackson and the Downtown Development Authority are added as an additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured regarding the district's High School Homecoming parade on 09/30/2022.

CERTIFICATE HOLDER

City of Jackson and Downtown Development Authority
161 W. Michigan Avenue
Jackson, MI 49201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dominic Enriquez
PROPERTY/CASUALTY DEPARTMENT

Date 09/12/22

CITY OF
JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: September 27, 2022

SUBJECT: Appointment to Police Oversight Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Leonard Phillips to a one-year term on the Police Oversight Commission, beginning immediately and ending on 12/31/23.

The Community Police Oversight Commission shall consist of five (5) members nominated by the mayor and approved by city council, who shall be residents or business owners of the city. Members shall serve for three-year terms. In making appointments of members of the Community Police Oversight Commission, the mayor shall recommend, and city council shall appoint, persons who, insofar as possible, have experience and/or an interest addressing positive community police relations in the City.

The terms of office of the first Commission members appointed hereunder shall be fixed by the mayor and city council so that the terms of two (2) members will be for one (1) year, two (2) members will be for two (2) years, and one (1) will be for three (3) years. After the initial commission is formed, all members thereafter will be appointed for three-year terms.

Persons who are current employees of the City or who have been employed by the City, including active or former police officers, within 5 years of nomination shall not be eligible for appointment.

The City Council will designate one (1) of its members to serve as liaisons to the Commission. They will sit with the Commission as non-voting members but otherwise may participate fully in meetings of the Commission.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, August 1, 2022 4:24 PM
To: Daniel Mahoney; John Willis; 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	Leonard
Last Name	Phillips
Address	333 East Addison
City	Jackson
State	MI
Zip	49203
Phone Number	5172626898
Email	leonard@kic.services
Last four digits of Social Security Number	
Occupation	Business owner at Keepin'It Clean Services llc.
Describe your community involvement.	I am a local business owner and I am also a supporter of At Home, Cleaning For A Reason (Non-profit), MFHC (Non-profit), and Set Free (Non-profit). I'm looking to join the local level as a representative for our community as member of community police oversight commission.
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?	1 yr., but have had our business in jackson and around since 2004.
Which board or commission are you interested in? You may choose more than one.	Community Police Oversight 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?	As a citizen of The city of Jackson I would like to see our community better serviced. And work as an advocate to the community and our local authority.
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	Leonard P. Phillips
Date of Submission	August 1, 2022

Email not displaying correctly? View it in your browser.

Click here to report this email as spam.

CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: September 27, 2022

SUBJECT: Ex-Officio Appointment to Environmental Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Amanda Ramon as an ex-officio member of the Environmental Commission for a one-year term, beginning immediately and expiring on September 26, 2023.

Your consideration and concurrence is appreciated.

DM:lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Friday, August 5, 2022 1:33 PM
To: Daniel Mahoney; John Willis; 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	Amanda
Last Name	Ramon
Address	2505 Page Ave
City	Jackson
State	Michigan
Zip	49203
Phone Number	5175139872
Email	amandaramon87@gmail.com
Last four digits of Social Security Number	
Occupation	Clerk, and Lunch lady for MIchigan Center school district
Describe your community involvement.	I would love to be more involved with our community and making it better for all our citizens.
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?	From 1987-2007, then 2013-2018
Which board or commission are you interested in? You may choose more than one.	Environmental Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I would like the opportunity to help create a better way for the citizens to clean up waste around Jackson.
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	Amanda Ramon
Date of Submission	08/05/2022

Email not displaying correctly? View it in your browser.

Click here to report this email as spam.

CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: September 27, 2022

SUBJECT: Appointment to the City Planning Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Chelsea Poole to fill a vacancy on the Planning Commission for a three-year term, beginning immediately and expiring on December 31, 2025.

Your consideration and concurrence is appreciated.

DM:lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Saturday, April 30, 2022 7:01 AM
To: Daniel Mahoney; John Willis; 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	Chelsea
Last Name	Poole
Address	770 Tomlinson Street
City	Jackson
State	Michigan
Zip	49203
Phone Number	5179904232
Email	chelseapoole922@gmail.com
Last four digits of Social Security Number	
Occupation	Administrative-Contract & Compliance Specialist
Describe your community involvement.	Currently, I serve on the Center for Family Health Board of Directors, the Jackson Area Transportation Authority and Non Profit Network Board of Directors. My interest and purpose for being on the City of Jackson Planning Commission is to continue to serve in capacities that enrich, build capacity and provide for the critical needs of the residents of the City of Jackson.
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?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Planning Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I am interested in the continued growth and development of the City of Jackson and Jackson County. Previously, I served on the Region 2 Planning Commission from 2013-2020. As a result, I would like to serve the City of Jackson in the same capacity to provide collaborative insight for the continued growth and prosperity of the City of Jackson. Currently, I hold a Master Citizen Planning Certification from the MSU Extension, therefore I have demonstrated an understanding of general planning principals of land use and zoning. Therefore, it would be an honor to serve on the City of Jackson Planning Commission and I would fulfill the obligations in serving in this capacity.
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	chelsea Poole
Date of Submission	4/30/22

Email not displaying correctly? View it in your browser.

Click here to report this email as spam.

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 13, 2022

SUBJECT: Award a Contract to Eagle Ventures Inc. in the Amount of $200,486 to Complete the Full Renovation of 109 Hollywood St

---

Recommendation:

Award a contract to Eagle Ventures Inc. in the amount of $200,486 to complete the full renovation of 109 Hollywood Street.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council confirm award a contract to Eagle Ventures Inc. in the amount of $200,486 to complete the full renovation of 109 Hollywood Street.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: September 13, 2022

RECOMMENDATION: Award a Contract to Eagle Ventures Inc. in the Amount of $200,486 to Complete the Full Renovation of 109 Hollywood St

---

SUMMARY

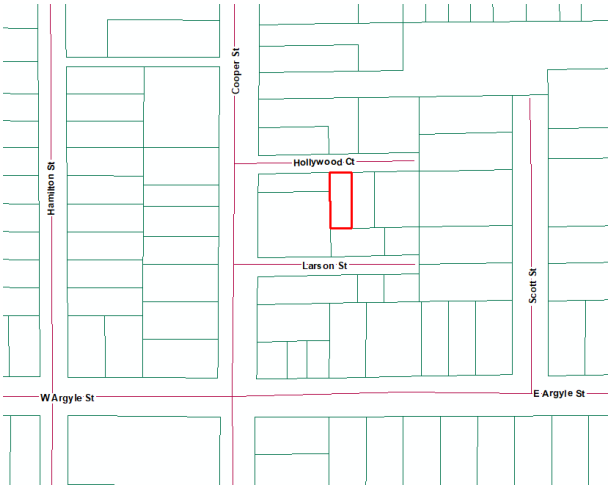
Award a contract to Eagle Ventures Inc. in the amount of $200,486 to complete the full renovation of 109 Hollywood Street.

BUDGETARY CONSIDERATIONS

This property is one of five City-owned residential structures identified to undergo a comprehensive rehabilitation utilizing ARPA funding.

HISTORY, BACKGROUND and DISCUSSION

The City acquired 109 Hollywood St in December 2019 from the Jackson County Treasurer after tax foreclosure. Initially slated for demolition, this house was reconsidered to undergo full and complete rehabilitation. All lead-based paint and asbestos have been fully abated and the structure is ready to completely renovate. Upon conclusion of the restoration, the home would be assumed by a non-profit entity to use as transitional housing.



DISCUSSION OF THE ISSUE

Only one contractor submitted a bid to take on the foundation to roof total modernization as follows:

Contractor	Bid Amount
Eagle Ventures Inc.	$200,486

A second contractor was contemplating submitting a bid, but only for the mechanical portion; attempts to contact the contractor were unsuccessful and no bid or reply was ever received. Eagle Ventures is a quality contractor who has completed previous rehabilitations with excellent results.

POSITIONS

Requested action is for City Council to award a contract to Eagle Ventures Inc. in the amount of $200,486 to complete the full renovation of 109 Hollywood St.

PROPOSAL

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

Date: August 25, 2022

In compliance with your invitation for bids dated **August 4, 2022** to perform **FULL**

REMODEL OF 109 HOLLYWOOD

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 Eagle Ventures, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 900 Brighton Road, Jackson, MI 49203
   (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# 38-2900746

(Corporate Seal, if applicable)

Name of Bidder: Eagle Ventures, Inc.

Signed By: William Bernardo

Its: President

BID SHEET

DATE:

PROPOSAL FOR: FULL REMODEL OF 109 HOLLYWOOD

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
1	8-10-22

SCHEDULE OF BID PRICES

ITEM NO	DESCRIPTION	MATERIALS and LABOR
1	**CONTRACTOR RESPONSIBLE** **Spec. 000 CONTRACTOR RESPONSIBLE** Contractor and all sub-contractors shall be responsible for all measurements and counts. Bring this to the attention of your subs. If an issue arises at the time of the walkthrough, bring this to the attention of the City Rehab Person. Contractor shall be responsible for daily job site clean up. To include having a dumpster or equivalent on site. NOTE: This is NOT a spec but general information.	$22,108

ITEM NO	DESCRIPTION	MATERIALS and LABOR
2	**CONCRETE - SLAB** **Spec: C24 CONCRETE - SLAB** **CONCRETE - SLAB** Furnish and install concrete slab according to attached sketch. Slab to be 4 inch, 3000# air entrained concrete having a minimum 4 inch slump. Slab to be laid true. Form construction, surface preparation, ready mix instructions, pour, finish and cure shall be in accordance with G.S. 3a and code. New concrete to slope away from structure to avoid water damage. All slaps shall have a wire mesh installed. 1. Driveway 10 ft. wide x 50 ft. long. Drive to start at the curb. Along home two layers of expansion shall be installed prior to drive going in. Concrete shall be 6 inches from the road to approx.. 6 ft. in. 2. Sidewalk running from drive to steps. Width to be that of the steps. 3. Install of a 3x3 pad on the west side at the basement door.	$8,400.00
3	**MASONRY – REBUILD** **Spec: M02 MASONRY-REBUILD** **MASONRY REBUILD** Rebuild deteriorated masonry components. Tear down defective masonry units to sound surface. Rebuild unit using all new materials matching existing as to color, size, style, joint, color, and quality. All work to be performed to code and G.S. 3.2-#4 Rebar installed in all footers. 1. Infill three basement windows, two west, one east. Install one new vinyl window east. Surface of the enclosed windows shall be same as the existing foundation. 2. Foundation, Exterior, Make secure either by pouring in a new surface or re-cementing the existing back in, for a uniform surface. West side will require foundation reinstall of cement/concrete to fill in the gap between the bottom of the bond and the foundation wall. 3. Tuck point in all exterior cracks. 4. Interior, Basement Tuck point all holes, cracks, and loose stone. To include crawl space prior to spray foam.	$3,300.00
4	**EXTERIOR YARD WORK** **Spec: L00 EXTERIOR YARD WORK** **EXTERIOR YARD WORK** Remove all remaining items from yard, Brick grill/ fire place. All brush, stumps, dog house, furniture and any and all debris. Grade property for a more blended level surroundings. Break top of cistern and fill in with sand and top off with 4 inches of top soil. Seed and straw entire yard. Remove mulberry tree completely, grind stump to below grade for an even yard flow. Remove all limbs, wood, brush from property. Bring in approx. 15 yards of top soil to blend the yard in, seed and use soil/ seed blankets.	$5,000.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
5	**ROOF - STRIP AND INSTALL** **Spec: R05 ROOF - STRIP AND INSTALL** **ROOF - STRIP AND INSTALL** **PERMIT REQUIRED** Strip existing roof, removing all shingles and felt. Make repairs to the existing roof framing where required to provide adequate strength and a true and level surface. Install 7/16" oriented-strand board sheathing to cover all areas of roof deck. Just before proceeding, sweep roof thoroughly to remove all debris. Install ice shield at all lower roof edges. Ice shield shall extend at least 24" inside the interior surface of the exterior wall line of the building, in accordance with the Michigan Building Code. Install new 15# asphalt saturated felt according to manufacturer's directions. Furnish and install new architectural roofing material of a color as selected by owner. Installation shall include metal drip and rake edge, two layers of 90# roll valley or metal valley in all valleys. Plumbing vents, and vertical walls with appropriate neoprene boots and metal step flashing where possible. Install ventilation units sufficient to vent all areas of attic. Ridge venting when used shall cover the full length of the roof ridge. Installation of all materials shall follow manufacturer's printed instructions and G.S. 1. Approximately 16 squares on all elevations. New roofing material type shall be architectural shingles, color Black. NOTE: Chimney to be removed to inside the attic. The remaining chimney will be removed with the framing spec. Roof work to include infill of the area for a structurally and even surface. NOTE: the lower far rear roof is already OSB with one layer. Bid should reflect this.	$7,300.00
6	**PORCH - BUILD** **Spec: P12 PORCH - COLUMNS** PORCH - Build New front porch shall be a split faced block at least three rows, in filled with pea stone with a 4 inch rewired cap. The footing shall be 42 inches deep and can be a trench footing or a poured wall, re—barred every 32 inches for the upper block to tie into. Overhang the cap no less than 1 inch. A waterproof membrane shall be installed along the house for the concrete cap to float up against. The size of the porch shall be 3ft x 6ft with the steps facing the driveway, steps shall be pour in place concrete, even rise and run. If not covered in the siding spec all posts shall be vinyl wrapped. Pitch of roof shall match the existing home, all over hangs to match existing home for a clean look. All work shall conform to the 2015 MRC.	$4,250.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
7	**GUTTERWORK** **Spec: G08 GUTTERWORK** GUTTERWORK Furnish and install gutter and downspout. Replacements shall match existing as to materials, finish, shape and size. Do not mix galvanized with copper or aluminum. Where replacements are of a complete system or side of a system having no cross connections with sections not to be replaced, used baked pre-enameled aluminum, 5 inch K-type in standard colors. Minimum thickness of aluminum shall be .027 inches for troughs and fittings. Use one or a combination of strap hangers, spike and ferrules or fascia hangers. Space hangers and slip joint connectors per manufacturer's instructions. Maximum spacing of hangers shall be 48 inches OC for galvanized and 30 inches for aluminum. Use only recommended gutter seal and rivets or screws at all joints. All work, whether a complete new system or a partial replacement, shall have the system with a pitch of not less than 1 inch in 16 feet. Divert the water away from the foundation using appropriate extensions and/or concrete splash blocks. All work to conform to code and G.S. 4a. Color to be Black gutters and downspouts	$2,350.00
8	**SIDING - VINYL** **Spec: S05 SIDING – VINYL** SIDING - VINYL Furnish and install approximately 18 squares solid rigid vinyl horizontal siding meeting all specifications set forth in ASTM D-3679. If not already done cover all walls with Tyvek or equivalent. Window and door casings are to be built out farther than the new siding and covered with custom fit aluminum coil stock. Color and style to be selected by the homeowner (city). Installation shall follow manufacturer's directions and code. All Materials shall be .044- .046 Thickness. Style: Certainteed monogram, Napco, double 4" or equivalent. Color/ Name: White NOTE: All Trims, soffit, fascia, and windows shall be done in black NOTE: All window and doors to have a 3 1/2 inch trim build out, unless there is a built in J channel into them giving a wider trim look. NOTE: prior to install of any siding and custom bent aluminum drip edge will be install covering at least 3inch of wall and over the cement foundation. This material shall be a heavy gauge material.	$11,530.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
9	**HOUSE NUMBERS** **Spec: H03 HOUSE NUMBERS** HOUSE NUMBERS Furnish and install new house address numbers at or near the front entrance of structure. New numbers shall be a minimum of 4 inches high and shall be Arabic numerals of contrasting color to exterior finish so as to be plainly visible from the street. Location: Confirm with City prior to install.	$140.00
10	**FENCE - TREATED WOOD** **Spec: F06 FENCE - TREATED WOOD** FENCE — TREATED WOOD **PERMIT REQUIRED** Furnish and install approximately 50 linear feet of 72 inch high prefabricated pressure treated fence. Panels shall be constructed with 3 cross rails securely fastened to face boards. Use only corrosion resistant fastenings. All work to be level and true and in accordance with code. See sketch for dimension and gate location. Fence style shall be: the same as the west and east sides. Location: along the south side	$3,400.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
11	**FRAMING** **Spec: FOO FRAMING** FRAMING Interior All exterior windows and doors shall have 2x12 headers and the appropriate framing. Any infill of deleted windows shall be done to allow for a even surface interior and exterior. Any and all areas that are open from the basement to the first floor and first floor to the attic shall be sealed off. Any and all new framing to follow the prints. All work shall be done in a workmanlike manner and shall follow 2015 MRC building code. Work to include but not limited to the following: 1. New porch roof, with framing under item 6 2. Follow print for door and window placement, framing to meet MRC 2015. 3. Follow print as to new location of basement steps. This to include the new beam placement for the steps. Infill existing location, rough floor height to be the same as existing floor for an even surface. 4. Replace existing floor post with new 6x6 treated posts to include new concrete. Strip Footing, see print 5. Remove remaining chimney to the basement floor. Infill area for a structural sound area. 6. Follow print as to new wall locations, remove any and all interior walls for the new build. 7. Install of two 9 1/4 LVL for living room ceiling. Follow print as to location. 8. All overhangs to be rebuilt to existing size, gables to be a ladder style build.	$22,540.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
12	**WINDOW - VINYL DOUBLE HUNG** **Spec: W23 WINDOW - VINYL DOUBLE HUNG REPLACEMENT** WINDOW - VINYL DOUBLE HUNG Furnish and install double hung vinyl replacement windows meeting or exceeding FHA-HUD Class AAA prescribed specifications in accordance with ASTM standards. Window to be double glass complete with new painted interior wood stops, and full aluminum screening with mesh of 16 x 16 or 18 x 14 per inch. Cover all exterior casings and sills with custom fit aluminum if house has been sided with aluminum or vinyl. Installation shall follow manufacturer's printed instructions. Windows shall meet all requirements of the Michigan Uniform Energy Code and glazing requirements for hazardous locations as specified in the Michigan Residential Code. Crestline, Pella or Anderson or equivalent. Color of the frames and sashes shall be Black. Bedrooms windows shall meet egress. All others is less than 22 inches from the floor reframe opening to raise windows up. Living Room total 3 at 36 x 48 Kitchen total 1 at 36 x 36 Bedrooms total 2 at 36 x 60 Hallway total 1 at 24 x 48	$4,400.00
13	**DOOR - PRE-HUNG STEEL** **Spec: D14 DOOR - PRE-HUNG STEEL** DOOR - PRE-HUNG STEEL Furnish and install new 1 3/4 inch metal pre-hung exterior door with insulated core. Jamb depth shall be appropriate for the thickness of the wall. Any extension jambs shall be installed at the exterior side of in-swing doors. All metal surfaces and wood components should be factory primed, and if not bid as part of the painting section of this contract, shall be protected with two coats of oil or latex based trim enamel. Furnish and install new keyed lockset per owner selection. All work to conform to code, G.S. 2 and G.S. 10. All glass shall be of double-glazed insulated type. Location: One Steel door north entry half glass, embossed, 36 inch One steel door west no glass, bored for dead bolt and embossed as the front door, 36 inch For a total of two, both doors shall be keyed alike, Schlage locks or equivalent.	$1,250.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
14	**INSULATION** **Spec: 101 INSULATION** INSULATION Provide insulation, of a thickness to provide a thermal resistance "R-Value" in accordance with manufacturer's specifications in the following areas: Side walls: R-21 Spray Foam cavity (closed cell) Ceiling: R-49. Provide attic ventilation according per plan Rim Joist and foam: Spray Foam, rim joist down to approx. 2 ft of wall. To include the crawl entire wall area. Paperwork shall be provided indicate and show foam has a fire retardant in it, for this will be left exposed.	$10,668.00
15	**DRYWALL** **Spec: D27 DRYWALL** DRYWALL Furnish and install gypsum drywall complying with ASTM C-36 or F.S. SS-L-30c. Drywall shall be installed to full height, length or width of room in one piece up to 16 foot lengths and nailed to studs or furring. All J° ints to be taped and spackled smooth ready for painting. Installation in the area of bath tubs and showers shall be of moisture resistant green board. All work to be in accordance with code and G.S. 5. FINISHING Tape and finish entire unit. Surface to be smooth and ready for painting. Location: 1. Ceiling to be 5/8 drywall. 2. Walls to be 1/2 Drywall 3. 1/2 greenboard on all bathrooms walls and behind kitchen sink and dishwasher. And around the washer and dryer walls.	$8,200.00
16	**FLOORING - UNDERLAYMENT - 3/4** **Spec: F13 FLOORING - UNDERLAYMENT - 5/8"** FLOORING - UNDERLAYMENT — 3/4 Furnish and install 3/4 inch BC plywood or OSB. Prior to installing underlayment, renail as necessary all loose flooring and protruding nails. Sand plywood or OSB joints where resilient flooring is to be installed. Install sanded side up using ring grooved underlayment nails spaced 6 inches O.C. each way throughout the body of the panel. Nail from center to edge. Drive nails no closer than 1/2 inch or further than 3/4 inches from the panel edges. All work to be performed according to code and G.S. 2. Location: North half of the home to be 3/4, with the south half being 1/4 structural underlayment. To provide a smooth even surface throughout the home for finish flooring. NOTE: Be sure exterior and interior doors are raised to accommodate new flooring.	Included in line 11

ITEM NO	DESCRIPTION	MATERIALS and LABOR
17	**PAINT - INTERIOR** **Spec: P03 PAINT – INTERIOR** PAINT - INTERIOR Wash, scrape, and prepare all surfaces as directed by paint manufacturer's printed recommendations. Prime all bare areas to be covered. Paint all areas with 2 coats latex—based paint. Paint shall be applied at a rate of coverage which shall hide all previous surfaces in a uniform manner. Jobs requiring more than one gallon shall be batch mixed to assure uniform color. Protect all areas not to be painted with appropriate coverings. Owner shall select colors. All work shall conform to G.S. 10. Use eggshell finish for Ceilings, White PPG 1009-3 Use satin finish for: all doors and trims, PPG 1001-1 Use satin finish for: all walls PPG 1001-3 Use a satin finish: basement floor and walls	$5,100.00
18	**KITCHEN - CABINETS** **Spec: K03 KITCHEN – COUNTERTOP** KITCHEN — BASE CABINETS Furnish and install stock base wood cabinets. All manufactured factory finished wood and plastic cabinets shall comply with ANSI/KCMA A161.1-2000 Performance & Construction Standard for Kitchen and Vanity Cabinets. All such cabinets shall be labeled with the manufacturer's name or symbol and as complying with the above standard. The above installation shall contain the following cabinet units and sizes: (see plans attached) Installation to be in accordance with manufacturer's specifications. Style, finish, and hardware to be selected by owner. All work to conform to code and G.S. 2. Location: Follow print layout. Manufacturer: Cardell/ Kraftmaid/ Lilly Ann cabinets or equivalent. Provide information if different. Color Dove white distressed	$14,150.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
19	**KITCHEN - WALL HUNG CABINETS** Furnish and install stock wall hung wooden cabinets. All manufactured factory finished wood and plastic cabinets shall comply with ANSI/KCMA A161.1-2000 Performance & Construction Standard for Kitchen and Vanity Cabinets." All such cabinets shall be labeled with the manufacturer's name or symbol and as complying with the above standard. The above installation shall contain the following cabinet units and sizes: (see plans attached) Installation to be in accordance with manufacturer's specifications. Style, finish, and hardware to be selected by owner. All work to conform to code and G.S. 2. Location: Follow print layout 42 inch overheads, 18 inch for the microwave, 24 inch for the refrigerator. Manufacturer: Cardell/ Kraftmaid/ Lilly Ann cabinets or equivalent. Provide information if different. Color Dove white distressed	Included in line 18
20	**KITCHEN - COUNTERTOP** Back splash shall be a 6x6 sub way tile, to cover over the entire area of the counter tops. All work to be done in a workmanlike manner and according to manufacturer's instruction. Seams shall be straight with no open gaps. Pattern and color to be chosen by owner. Install Granite or Quartz Manufacturer: Color/Pattern: Baileys Harbor	Included in line 18
21	**KITCHEN - STOVE** **Spec: K05 KITCHEN – STOVE** KITCHEN - STOVE Furnish and install stock freestanding 30 inch electric stove as selected by owner and recorded below. Installation to conform to code. Include removal of old stove. Location: Allowance for purchase of new unit: $1,000.00 Manufacturer: Model Number/Color: Faux stainless or dark gray	$1000.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
22	**KITCHEN - REFRIGERATOR** **Spec: K04 KITCHEN – REFRIGERATOR** KITCHEN - REFRIGERATOR Furnish and install new stock, free standing, 21 cubic foot frost-free refrigerator as selected by owner. With water and ice dispenser. Allowance for purchase of new unit is $ 2,000.00 Location: Manufacturer: Model Number/Color: Faux stainless or dark gray.	$2,000.00
23	**MOLDING - BASEBOARD** **Spec: M09 MOLDING – CASING** MOLDING - BASEBOARD Furnish and install 4 inch vinyl cove base, installed according to manufactures instructions. Location: Entire Home MOLDING - CASING Furnish and install 1x4 clear pine. Miter corners and plumb before securing with casing nails. To include a trim pc between the casing and head casing (such as window stop or similar). Stock shall be dressed free of marks and other objectionable defects. Set and petty nails. All work to conform to code and G.S. 2. Location: All window and doors	$5,950.00
24	FLOORING - VINYL TILE Spec: F15 FLOORING - VINYL TILE FLOORING - VINYL Plank Furnish and install vinyl flooring plank. Unbacked tile shall have a minimum thickness of .031 inches. Homogeneous vinyl tile shall comply with interior F.S. L-F-00450 except for thickness. Backed tile shall have a wearing surface of .014 inches for clean (unfilled) vinyl. The resilient flooring selected by the owner shall have such characteristics of resilience, durability, grease and alkaline resistance, ease of maintenance, and appearance as may be required for residential traffic conditions. Installation shall comply with the recommendations of the manufacturer. Want non-adhesive floating floor. Location: Entire home, Core-tek or equivalent Manufacturer: Pattern Name/Number: Contractor's Initials: Owner's Initials:	$6,500.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
25	**DOOR - PRE-HUNG MOLDED** **Spec: D13 DOOR - PRE-HUNG MOLDED** DOOR — PRE — HUNG MOL DE D Furnish and install 1 3/8" x 6'8" molded 6-panel pre-hung solid core door. Face panels shall be 1/8" high density fiberboard. Door extensions shall be on the exterior side of the hinges swing. Include new casings on two sides and privacy lockset. Door, frame and all trim shall be painted with satin gloss paint. Location: Bedroom entry 2 at 32 inch Bedroom closet total 1 at 24 inch Bedroom closet total 1 at 2ft 4inch (28 inch) Bathroom entry total 1 at 32 inch Pantry total 1 at 24 inch W & D closet total 1 32 inch	$3,000.00
26	**MASONRY - FOUNDATION COATING** **Spec: M01 MASONRY - FOUNDATION COATING** MASONRY - FOUNDATION COATING The surface shall be cleaned by approved methods until free of dirt, loose mortar particles, paint films, protective coatings, efflorescence, laitance, form treatments, curing compounds, etc. Cut back all tie rods, steel separators, etc., to a depth of 1 inch, and patch all holes so made and all other cracked, spalled and honeycombed concrete with prepared concrete patching mix. Apply a pargeting coat composed of 1 part Portland cement to 2 parts clean, coarse sand over exterior foundation walls. Upon completion of pargeting coat, apply by brush a minimum of 2 pounds cementitious masonry—type foundation coating per square to seal the surface. All work to be performed according to manufacturer's printed instruction, code and G.S. 3. Location: Basement walls. To be done prior to the spray foam.	$2,200.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
27	**ELECTRICAL - TO CODE** **Spec: E02 ELECTRICAL - TO CODE** ELECTRICAL — TO CODE **PERMIT REQUIRED** I, the Electrical Contractor, shall perform the following alterations or new installations stated below and shall further assure that upon completion, the structure shall be in compliance with the respective codes and permit requirements for the agreed contract price. Fixture allowance included in bid: $1500.00. See specs for additional electrical items. NOTE: Owner (City) to be consulted on location of all items and selection of fixtures. All lights shall be LED. Work to include but not limited to the following. To meet requirements of MRC 2015. 1. New service panel 200 amp. 2. New meter and wire with service mast. 3. New wiring throughout home, outlets, lights. 4. Kitchen, wired to code. 5. Bathroom, fan, wire to code. 6. Basement, 6 lights all wired to one switch. 7. Exterior front porch light, wall mount in black, with a black vinyl J box 8. Bed rooms to be fan light. 9. Outlet for the water heater. 10. Wiring for the furnace and pump 11. Stove shall be electric. 12. Center of living room, fan 13. Install of 5 I lights kitchen, dimmable, location check with city. 14. Install of 2 I lights dinning, Location check with city 15. Install of 4 I lights. Dimmable. Location check with city 16. Install of closet lights 17. Install one exterior light, west side at the basement door, switch just placed to the inside of the door. Light to be black with a black vinyl J box.	$14,250.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
28	**PLUMBING - TO CODE** **Spec: P10 PLUMBING - TO CODE** PLUMBING - TO CODE **PERMIT REQUIRED** Plumbing Contractor, shall perform the following alterations. I shall further agree that upon completion, the structure shall be in compliance with the respective codes and permit requirements for the agreed contract price. The following work scope but not limited to. Work shall be to code. Include the following: 1. New supply lines, (hot, cold) 3/4. 2. New drain/ sewer lines, replacing the city main. 3. Kitchen sink and faucet with shutoffs. 4. Bathroom new 1 pc Fiberglass Aker or equivalent and fixture with shower, toilet, pedestal sink and fixture, to include a medicine cabinet. 5. New power vented, 40 gal water heater. Gas by others. 6. Install and hook up water to the refrigerator. 7. Install two spigots one east and one west. 8. Laundry hook ups, 9. New water line service. Allowance of $2,500.00. Tap fee for city to run from stop box to the main line, Plumber will need to run copper or pex from the stop box to the basement. 10. Run new sewer line from the front of the home to the city main, coordinate this with new supply, take existing line in the basement and remove as much of it as possible. Than cap, plug line for a permanent fix.	$17,500.00

ITEM NO	DESCRIPTION	MATERIALS and LABOR
	FURNACE - REPLACE **Spec: F19 FURNACE – REPLACE** FURNACE REPLACE **"PERMIT REQUIRED" Replace existing furnace with new 95% efficient forced air, gas fired furnace bearing AGA label. Furnace output capacity shall be sufficient to heat the structure according to NWAHA standards. Installations shall comply with the current Michigan Mechanical Code. All habitable rooms, as designated by the Building Inspector, shall be supplied with warm air sufficient to maintain temperatures according to NWAHA standards. All new register installations shall be located in floor or low wall with the exception of bathrooms, which shall be wall mounted. Provide an adequate means of return air for these new supply runs. The use of ceiling diffuser outlets will be allowed only with prior approval. When new supply or returns are required and duct is run through any habitable room, it shall be enclosed in new or existing walls. Any new enclosure shall match existing surfaces. Installation shall include a register in the warm air plenum or trunkline to provide heat to the cellar and a new thermostat. A filter rack with cover shall be installed in the return air duct outside of the furnace cabinet. Whenever possible, insulate new supply and return ducts in unheated attic spaces, ventilated crawl spaces, and other exposed locations to prevent excessive heat loss. Flexible duct shall be used only in attics or crawl spaces. If not bid as a separate part of this contract, the installation shall include repair or replacement of wiring and/or plumbing necessary to comply with local code. The existing ductwork is to be replaced, it must be approved by the Mechanical Inspector and: 1. A turn damper and an adjustable maximum opening register valve is provided to control the air distribution to each outlet. Turn dampers shall be adjustable, locking, and have an operating handle that will indicate the position of the damper blade. 2. All return and supply ductwork is in good condition, properly sized and routed to provide acceptable static pressures and adequate airflow to all register outlets. 3. No return air inlets are located in a bathroom, or in a confined space in which a draft diverter or draft regulator is located. 4. New gas runs. Hard pipe from the gas meter to the interior of the basement. From there mechanical can use either hard black pipe or black flex. Line to be tested. 5. Air Conditioning unit. Placement of the unit must be on the west side of the home.	$12,750.00
	TOTAL	$ 199,236.00
TOTAL BID WRITTEN OUT:	One Hundred Ninety-nine Thousand Two Hundred Thirty Six Dollars	

ITEM NO	DESCRIPTION	MATERIALS and LABOR
29	**MICROWAVE** **Spec: MD1 MICROWAVE AND DISHWASHER** Kitchen – Microwave Furnish and install new stock unit, under the cabinet unit. In wall wiring done with kitchen buildout. Allowance for purchase of new unit is $450.00 Location: Kitchen Manufacturer: Model Number/Color: Faux stainless or dark gray	$450.00
30	**DISHWASHER** **Spec: MD1 MICROWAVE AND DISHWASHER** Kitchen – Dishwasher Furnish and install new stock unit, built in under the countertop. Plumbing and wiring done with kitchen buildout. Allowance for purchase of new unit is $800.00 Location: Kitchen Manufacturer: Model Number/Color: Faux stainless or dark gray	$800.00
	TOTAL	$200,486.00
TOTAL BID WRITTEN OUT:	Two Hundred Thousand Four Hundred Eighty Six Dollars	

Bidder's Name:	Eagle Ventures Inc
Address:	900 Brighton Rd
City, State, Zip:	Jackson, Mi 49203
Telephone:	517-206-4123
Fax:	
Email Address:	bill@eagleventuresinc.com
Federal ID Number:	38-2900746

Bid Signed By:	William Benedetto	Print or Type
Title:	President	

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

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

By William Benedetto Its President

CONTRACT COMPLIANCE

DATE: August 4, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

Dated: August 24, 2022

By: Eagle Ventures, Inc.
(Bidder's Name)

By: William Benedetto
(Signature)

By: President
(Title)

900 Brighton Rd.
Address

Jackson
City

MI 49203
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Contractor further agrees to the following:

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

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

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

NAME OF BIDDER: Eagle Ventures, Inc.

ADDRESS: 900 Brighton Rd.
Jackson, MI 49203

SIGNED BY: William Benedetto

TITLE: President

DATE: August 24, 2022

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: August 24, 2022

By: Eagle Ventures, Inc.
(Bidder's Name)

By: William Benedetto
(Signature)

By: President
(Title)

900 Brighton Rd.
Address

Jackson
City

MI 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

William Benedetto, being first duly sworn, deposed and says that:

1. He is President of, Eagle Ventures, Inc. the Bidder that has submitted the attached bid;

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

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

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

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

Dated: 8-25-22 By: William Benedetto
(Company) William Benedetto Eagle Ventures Inc.

By: President
(Title)

Subscribed and sworn to before me, a Notary Public, this 25 day of August, 2022.

TAMMY LOVELY
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Sept. 18, 2028
Acting in Jackson County

Tammy Lovely
Notary Public, Jackson County
My commission expires: 9-18-2028

SECTION C

Subcontractors

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

5 Leprechauns, 414 N. Jackson, Ste 87-1, 49201; excavation; no

Atlas Seamless Eavestroughs, 242 Gilman, Mich. Center, MI; Gutters/downspouts; no

Blake Mechanical, 180 W. Mich, Ste 800, Jackson; HVAC; no

Cook Fdn & Flatwork, 7600 King, Sp. Arbor, MI; concrete work; no

GW Construction, 616 Lake St., Jackson; Roofing; no

Midwest Insulation, 3705 Spring Arbor Rd, Jackson; Insulation; no

MW Electric; 9221 Minard Rd, Parma; electrical; no

Northwoods Plumbing; 8730 Wheeler, Concord; plumbing; no

River City Interiors; 6795 Peck Rd, Eaton Rapids; drywalling; no

Triple E Construction; 1171 Bidwell Rd, Quincy; framing; no

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

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

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

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

Dated August 24, 2022

William Benedetto
Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
William Benedetto	Eagle Ventures, Inc
Telephone	Email Address
517-206-4123	bill@eagleventuresinc.com

Contract or matter pending with the City:

_____

_____

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

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

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

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

Property address: _____

Property interest: _____

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

---

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution:

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

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated:

William Benedetto
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 25 day of August, 2022
By William Benedetto.

TAMMY LOVELY
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Sept. 18, 2028
Acting in Jackson County

Tammy Lovely

SPECIAL PROVISIONS
Additional Federal Requirements

The following requirements pertain to any contract where the United States Department of Housing and Urban Development (HUD) funds are used and must be followed by the Contractor and all subcontractors.

1. *Minority and Women's Business Enterprises.* The prime contractor agrees to take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
   d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises/ and
   e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

2. *Section 3.* For all contracts and/or subcontracts over $100,000 relating to housing rehabilitation, housing construction, or other public construction including other buildings or improvements, regardless of ownership assisted with housing or community development assistance, Contractor must, to the greatest extent feasible, comply with the following:

   a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
   b. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
   c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated

date the work shall begin.

d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding the subcontractor is in violation of the regulations in 24 CFR 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge the subcontractor has been found in violation of the regulations in 24 CFR 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

f. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. *Remedies for Contract Violation or Breach of Contract.* The City of Jackson may avail itself of any remedy in law or equity, including, but not limited to:

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

4. *Equal Opportunity Employment.* Contractor must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR 60).

5. *Copeland "Anti-Kickback" Act.* For all contracts for construction or repair, Contractor must comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR 3).

6. *Davis-Bacon Act.* For all contracts in excess of $2,000, Contractor must comply with the Davis-Bacon Act (40 USC 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR 5).

7. *Contract Work Hours and Safety Standards Act.* For all construction contracts in excess of $2,000 (and in excess of $2,500 for other contracts which involve the employment of mechanics or

laborers), Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 – 330), as supplemented by Department of Labor regulations (29 CFR 5).

8. *Reporting.* The Contractor agrees to prepare and submit all reports required by HUD.

9. *Copyright/Patents.* If this Contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

10. *Audits and Inspections.* All records with respect to any matters covered by this Contract shall be made available to the City, HUD, and the Comptroller General of the United states or any of their authorized representative, at any time during normal business hours, as often as the City or HUD deem necessary, to audit, examine and make excerpts or transcripts of all relevant data.

11. *Retention.* The Contractor shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract for a period of five (5) years after the termination of all activities funded under this Contract.

12. *Air and Water.* Contracts and subcontracts in excess of $100,000 shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

13. *Energy Efficiency.* Contractor shall adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94 – 163, 89 Stat 871). [53 FR 8068, 8087, Mar 11, 1988, as amended at 60 FR 19639, 19642, Apr 19, 1995]

Dated: August 24, 2022

William Benedetto

Contractor Signature

William Benedetto

Printed Name

President, Eagle Ventures, Inc.

Title

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	Eagle Ventures, Inc.
ADDRESS:	900 Brighton Rd.
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	517-206-4123
OFFICERS:	
President: William Benedetto	Email Address: bill@eagleventuresinc.com
Vice President: Tom Briggs	Email Address:
Secretary:	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Eagle Ventures, Inc.
STREET ADDRESS:	900 Brighton Rd.
CITY, STATE, ZIP CODE:	Jackson, MI 49203
UNDER CURRENT MANAGEMENT SINCE (DATE):	November, 1989

CRITERIA 3:

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

Company Builder Licese, Michigan Dept. of Licensing & Regulatroy Affairs, Bureau of Construction Codes License No. 2102145742

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

None

CRITERIA 4:

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

Yes, they will maintain their current applicable licenses.

CRITERIA 5:

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

Yes, the bidder is in compliance with the state & federal laws mentioned above in criteria 5.

CRITERIA 6 (ATTACHMENT REQUIRED)

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

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

☑ NONE

CRITERIA 9:

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

☑ NONE

CRITERIA 10:

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

☑ NONE

CRITERIA 11:

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

Name:	Hastings Mutual Ins.
Type of Coverage:	Worker's Comp & General Liability
Telephone:	517-787-0077 - The Craft Agency

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

CRITERIA 12 (ATTACHMENT REQUIRED):

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

CRITERIA 13:

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

☐ Yes, we have a Fitness for Duty Program

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

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

See attachment.

CRITERIA 15:

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

Eagle Ventures, Inc., so affirms.

CRITERIA 16:

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

So acknowledged.

CRITERIA 17:

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

CRITERIA 18:

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

The President of the bidding company has thirty-two years of experience managing and supervising remodels and new construction in the Jackson, MI, area.

CRITERIA 19 (ATTACHMENT REQUIRED):

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

CRITERIA 20:

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

See attachment

CRITERIA 21:

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

So assured.

CRITERIA 22 (ATTACHMENT REQUIRED):

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

CRITERIA 23:

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

Eagle Ventures does not use apprentices.

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

☐ Yes

☑ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

☐ Yes ☑ No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

Eagle Ventures has 2 full-time employees, 1 of whom lives in the City.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

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

Eagle Ventures, Inc. William Benedetto, President

Print Firm Name/Principal

William Benedetto

Signature/Principal

August 24, 2022

Date

Bid Evaluation Criteria.

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

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

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

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

Price (25%)

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

Submitted Bid:	$200,486.00
Labor Costs:	$102,868.00
Materials Costs:	$92,918.00
Equipment Costs:	$4,700.00
Possible Change Orders:	Bid subject to satifactory start and end dateof project negotiation between city and contractor

Corporate Accountability (25%)

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

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

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

Workplace Safety (25%)

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

Workforce Development (15%)

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

Social Equity (10%)

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

to achieve this goal.

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

Criteria 6
City job at 163 Pearl St.
City job at 511 S. Webster
New build at 3554 Natural Lane, Summit Twp.
New build at 11786 Trist Rd., Grass Lake
New build at 4787 Woodland Rd., Summit Twp.

Portions reasonably believed will be subcontracted:

- Excavation
- Cement
- Roofing
- Drywalling
- Electrical
- Plumbing
- Framing
- Gutters & downspouts
- HVAC
- Insulation

See page 25 for list of subcontractors

Criteria 7 – NA

Criteria 12
Eagle Ventures will use its own people plus subcontractors. Subs will be properly classified as either subcontractors or independent contractors (if any).

Criteria 14
The Contractor warrants and guarantees to the Owner that all materials and fixtures will be new unless otherwise specified, and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the plans, specifications, and drawings. After final payment is made pursuant to this Agreement and prior to the expiration of eighteen (18) months after the date of completion, upon notice from the Owner, the Contractor shall, without costs to the Owner, remedy any defects in materials or workmanship, provided, however, that the Contractor shall not be responsible for conditions, defects or damage to the project which are the result of contraction, expansion, other normal and/or ordinary characteristics of building materials, or normal wear and tear. It is understood that the Contractor's warranty for materials and supplies, including concrete or masonry, is limited to the manufacturer's supplies or subcontractor's warranty and that Contractor will use his best efforts to the manufacturer, supplier and

subcontractor on behalf of the Owner. The Contractor expressly denies any warranty of subcontracted concrete or masonry, except as stated above.

Criteria 19

Dick Foster	3534 Natural Lane, Jackson, MI 49203
Bob Mourning	3528 Natural Lane, Jackson, MI 49203
Mike O'Dowd	4787 Woodland Ave., Jackson, MI 49203

Criteria 20

At the end of the job, new homes use a punch list system to bring the home to the homeowner's expectation of the contract.

Criteria 22

City job:	163 Pearl St.		
City job:	511 S. Webster St.		
Bathroom remodel:	1202 Hampton; approx. $22,000 remodel		
Bathroom remodel:	4100 Draper Rd.; approx. $19,000 remodel		
New Build:	11700 Trist Rd.;	approx. $485,000	approx. 1,700-1,900 sf
New Build:	3554 Natural Lane;	approx. $270,000	approx. 1,700-1,900 sf
New Build:	4787 Woodland;	approx. $369,000	approx. 1,700-1,900 sf

Criteria 24

Eagle Ventures' work comp Experience Modification Rating is 0.84, per The Craft Agency on August 23, 2022.

Criteria 26

Subcontractors that require a license have worked for the city previously and pulled permits.

Criteria 28

None

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2022

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

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

PRODUCER	CONTACT NAME: Shawna Bahr	
The Craft Agency Inc. 2533 Spring Arbor Rd P O Box 1187 Jackson MI 49204	PHONE (A/C, No, Ext): (517) 787-0077	FAX (A/C, No): (517) 787-9356
	E-MAIL ADDRESS: sab@craftagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hastings Mutual Ins Co	14176
INSURED EAGLE VENTURES INC 900 BRIGHTON RD JACKSON MI 49203-3863	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22/23 UPDATED **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPP6246029	03/29/2022	03/29/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ACV6246030	03/29/2022	03/29/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							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) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A000020624	03/29/2022	03/29/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

INFORMATION PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: Memorandum of Understanding for Justice Assistance Grant

---

Recommendation:

Authorize the signing of the Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use $49,361, of which $30,210 in FY2022 JAG funds is for the City's payment of the license plate reading system, a 3D camera, and equipment for enhanced scenario-based training; and $19,151 is for the County's purchase of several pieces of equipment for Sheriff's deputies' use.

Attached is a memorandum from Deputy Director Sergio Garcia regarding the necessity of the Memorandum of Understanding.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Sergio Garcia, Deputy, Director of Police and Fire Services

DATE: September 27, 2022

RECOMMENDATION: Authorize City Manager to sign Memorandum of Understanding

SUMMARY

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2022 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of $49,361. One of the JAG requirements is that the City and County sign a Memorandum of Understanding identifying the grant fiscal agent and the allocation of funds. It was agreed the City will continue to be the fiscal agent for the grant.

BUDGETARY CONSIDERATIONS

If approved, the Jackson Police Department will receive $30,210 and will use the money to continue using the license plate reading system purchased last year. It will also allow us to purchase a 3D camera to better capture crime scenes and equipment for enhanced scenario-based training.

The Jackson County Sheriff's Department will receive $19,151 and will use their funds to purchase stop sticks, flashlights, forcible entry kits, rifle optics, ballistic shields, and two license plate reading cameras.

HISTORY, BACKGROUND and DISCUSSION

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

DISCUSSION OF THE ISSUE

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases. Both the City's and County's projects fall within these guidelines.

POSITIONS

A Public Hearing has been requested for the September 27, 2022, City Council meeting. After the Hearing, I recommend signing the MOU with Jackson County.

The State of Michigan
County of Jackson **Known By All These Present**

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MICHIGAN AND THE COUNTY OF JACKSON, MICHIGAN

2022 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of _____, 2022 by and between the COUNTY of Jackson, acting by and through its Administrator, Michael Overton, hereinafter referred to as COUNTY and the CITY of Jackson, acting by and through its City Manager, Jonathan Greene, hereinafter referred to as CITY, both of Jackson County, State of Michigan, witnesseth:

WHEREAS, the City of Jackson and Jackson County have been notified of their joint eligibility to receive $49,361 in Justice Assistance Grant funds through the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, JAG guidelines require that jurisdictions identify a fiscal agent that will submit a joint application for the total eligible allocation. Both jurisdictions agree that the CITY will apply for and serve as the fiscal agent for the 2022 Edward Byrne Justice Assistance Grant award of $49,361.

NOW, THEREFORE, the CITY and COUNTY agree as follows: The City will utilize their portion, $30,210 for the continued contract with license plate readers for traffic enforcement, the purchase of a 3D camera and equipment for advanced for advanced scenario-based training. The County will use their portion, $19,151 to purchase ballistic shields, rifle optics, forced entry kits, stop stick systems, flashlights, and license plate reader cameras for use by Sheriff's Department sworn employees.

CITY of Jackson, Michigan	COUNTY of Jackson, Michigan
_____	_____
Jonathan Greene, City Manager	Michael Overton, Administrator
_____	_____
Date	Date

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: **Engineer's Report for Street Resurfacing**
Wildwood Avenue – West Avenue to Steward Avenue

RECOMMENDATION:

> **Receive the Engineer's Report for street resurfacing on Wildwood Avenue from West Avenue to Steward Avenue and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.**

Attached is a report from Jon Dowling, City Engineer regarding street resurfacing on Wildwood Avenue.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: September 27, 2022

RECOMMENDATION: **Receive the Engineer's Report for street resurfacing on Wildwood Avenue from West Avenue to Steward Avenue and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.**

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held October 25, 2022 for street resurfacing on Wildwood Avenue from West Avenue to Steward Avenue. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	$102,010
Major Street Funds	$7,290
MDOT/FHWA Funds	$190,000
Total Project Cost	$299,300

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

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that Wildwood Avenue was reconstructed in 2006 and was crack sealed in 2017. The roadway has some cracking and potholes. The current PASER rating is 3. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to mill and resurface the pavement structure with new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements.

POSITIONS

I request receipt of the Engineer's Report for Wildwood Avenue resurfacing from West Avenue to Steward Avenue and approval of the establishment of October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

Photo 1: Wildwood looking east from in front of 541 Wildwood

Photo 2: Wildwood looking west from in front of 541 Wildwood

Photo 3: Wildwood looking east from Edward Street

Photo 4: Wildwood looking west from Edward Street

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: **Engineer's Report for Street Resurfacing**
Pearl Street – Cooper Street to Waterloo Avenue

RECOMMENDATION:

Receive the Engineer's Report for street resurfacing on Pearl Street from Cooper Street to Waterloo Avenue and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Jon Dowling, City Engineer regarding street resurfacing on Pearl Street.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: September 27, 2022

RECOMMENDATION: Receive the Engineer's Report for street resurfacing on Pearl Street from Cooper Street to Waterloo Avenue and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held October 25, 2022 for street resurfacing on Pearl Street from Cooper Street to Waterloo Avenue. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	$339,934
Major Street Funds	$697,521
Water Funds	$1,850,560
Sewer Funds	$1,127,715
EPA Drinking Water Funds	$1,760,000
Total Project Cost	$5,775,730

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

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that Pearl Street was constructed in 1919, overlaid in 1956 and 1978, seal coated in 1998 and was crack sealed in 1998. The roadway has many cracks and potholes. The current PASER rating is 2. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to construct a new water transmission main on Cooper Street: Michigan Avenue to Pearl Street; Pearl: Cooper to Waterloo Avenue; Waterloo: Pearl to Michigan; Michigan: Waterloo to East Avenue; East: Michigan to Teneyck Street; and Teneyck: East to about 200 feet east of East. This project includes building water distribution mains and sanitary sewer mains on several of these streets. Engineering also proposes to reconstruct Pearl Street from Cooper to Waterloo in this project with full depth of pavement structure with new curb and gutter, a new gravel base and new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements.

POSITIONS

I request receipt of the Engineer's Report for Pearl Street resurfacing from Cooper Street to Waterloo Avenue and approval of the establishment of October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

Photo 1: Pearl Street looking east from Cooper Street

Photo 2: Pearl Street mid block between Cooper and Pearl looking east

Photo 3: Pearl Street at Park Avenue looking east

Photo 4: Pearl Street mid block between Park Avenue and Van Dorn looking east

Photo 5: Pearl Street at Van Dorn looking east

Photo 6: Pearl Street mid block between Van Dorn and Perrine looking east

Photo 7: Pearl Street at Perrine looking east

Photo 8: Pearl Street between Perrine and State looking east

Photo 9: Pearl Street at State looking east

Photo 10: Pearl Street between State and Waterloo looking east

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: **Engineer's Report for Street Resurfacing**
Wisner Street – Wildwood Avenue to Ganson Street

RECOMMENDATION:

> **Receive the Engineer's Report for street resurfacing on Wisner Street from Wildwood Avenue to Ganson Street and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.**

Attached is a report from Jon Dowling, City Engineer regarding street resurfacing on Wisner Street.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: September 27, 2022

RECOMMENDATION: Receive the Engineer's Report for street resurfacing on Wisner Street from Wildwood Avenue to Ganson Street and establish October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held October 25, 2022 for street resurfacing on Wisner Street from Wildwood Avenue to Ganson Street. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	$128,947
Major Street Funds	$25,157
MDOT/FHWA Funds	$72,600
Total Project Cost	$226,704

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

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that Wisner Street was reconstructed in 1967, overlaid in 1994, seal coated in 1997 and was crack sealed in 1998. The roadway has some cracking and potholes. The current PASER rating is 2. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to mill and resurface the pavement structure with new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements.

POSITIONS

I request receipt of the Engineer's Report for Wisner Street resurfacing from Wildwood Avenue to Ganson Street and approval of the establishment of October 25, 2022 at the City Council meeting as the time and place to hold a public hearing of necessity.

Photo 1: Wisner Street looking south from in front of 315 N. Wisner Street

Photo 2: Wisner Street looking north from in front of 315 N. Wisner Street

Photo 3: Wisner Street looking south from the railroad crossing

Photo 4: Wisner Street looking north from the railroad crossing

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: September 27, 2022

SUBJECT: **City of Jackson Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal**

Recommendation:

Approval of the first one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of $87,720 for the fiscal year 2022/23. This includes a 3% increase per the contract with Executive Property Management.

Attached is a report from Michael Osborn, Director of Public Works regarding the contract extension referenced above.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: September 27, 2022

RECOMMENDATION: Approval of the first one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of $87,720 for the fiscal year 2022/23. This includes a 3% increase per the contract with Executive Property Management.

SUMMARY

The City of Jackson for winter maintenance purposes maintains the following partial listing of items with approximate quantities. Snow removal and ice control from approximately 20,413 lineal feet of sidewalk and 11 city-owned parking lots as well as snow removal and ice control at the City of Jackson Police Department. The City requested bids for these Snow Removal Services with Executive Property Management of Michigan being the lowest bidder in October of 2021. Executive Property Management of Michigan holds a contract that is subject to five, one (1) year renewals contingent upon the approval of both parties. In this case, both parties agree to renew, and the contract amount shall be increased by 3%.

BUDGETARY CONSIDERATIONS

Funding for these services is budgeted in the contractual services accounts for the following funds:

Fund Number	Fund Description	Location	Amount
101-465	General Fund Grounds Maintenance	Sidewalks	$ 49,965
518-586	Parking Assessment Fund	Parking Lots	$ 32,230
514-587	Auto Parking System Fund	Parking Lot #3	$ 3,898
101-301	Police Department	Police Department	$ 1,627
		Fiscal Year 2022/23 Estimated Contract Cost	$ 87,720

HISTORY, BACKGROUND and DISCUSSION

The City typically utilizes contractor services after winter storm events to remove snow and ice from City sidewalks and parking lots and maintain them on an as-needed basis. The contractor's services augment the services provided by city staff, in an effort to provide a faster response and better service. Executive Property Management of Michigan has worked in the past as the City's contractor providing these services and has done an exceptional job. This work is vital to maintaining the sidewalks and parking lots during winter storm events. The ability to utilize this contractor will aid in improving our response time and increase safety for pedestrians and motorists.

POSITIONS

I recommend the approval of the first one-year extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at an estimated cost of $87,720, for the fiscal year 2022/23.

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: **Rescind the resolution of the tentative award for the construction contract for the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.**

Recommendation:

Adopt a motion to rescind the resolution adopted on August 9, 2022, to tentatively award a construction contract for wastewater system improvements to Spence Brothers of Saginaw, MI for the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.

Your consideration and concurrence are appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: September 27, 2022

RECOMMENDATION: Adopt a motion to rescind the resolution adopted on August 9, 2022, to tentatively award a construction contract for wastewater system improvements to Spence Brothers of Saginaw, MI for the Clean Water State Revolving Fund (CWSRF), Wastewater Treatment Plant 2022 Improvements project.

SUMMARY

On July 19, 2022, the City received bids from three contractors for the construction of the Clean Water State Revolving Plant 2022 Improvements project. It was initially determined in the evaluation process that Spence Brothers of Saginaw, MI was the lowest responsive, responsible bidder capable of performing the work. On August 9, 2022, City Council approved a resolution to tentatively award the contract to Spence Brothers in the amount of $10,271,000. However, after the approval of this resolution, on August 25, 2022, an email was sent to the City Purchasing Manager, stating Spence Brothers had omitted the Michigan sales and use taxes from their bid for this project, therefore requesting an additional $300,000-$400,000 in excess of their original bid. The bid from Spence Brothers was therefore determined to be non-responsible, as it did not comply with the City's General Conditions to its standard Contract included within the Contract Bid Instructions received at the time of the bid, under Section X – Miscellaneous, Part B – Taxes, and with the CWSRF design guidelines, each which requires the contractor to be responsible for applicable sales tax. Additionally, the project is not eligible for a qualified water pollution control facility sales tax exemption.

BUDGETARY CONSIDERATIONS

The CWSRF Wastewater Treatment Plant 2022 Improvements project would be funded with the bond issuance as part of the State of Michigan's Clean Water State Revolving Fund loan with the principal forgiveness of twenty percent.

HISTORY, BACKGROUND and DISCUSSION

On August 9, 2022, City Council approved the resolution to tentatively award a construction contract to Spence Brothers of Saginaw, MI, in the amount of $10,271,000, for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project. In an email from Spence Brothers, to the City Purchasing Manager on August 25, 2022, Spence Brothers requested an additional $300,000-$400,000 in excess of their originally submitted bid amount as they had omitted the applicable Michigan sales and use taxes, under the assumption the City's Wastewater Treatment Facility held a Michigan Water Pollution Control Tax Exemption Certificate. This tax exemption certificate would exempt Spence Brothers from paying sales and use tax on materials and equipment purchased for this project. Confirmed through communication with the Michigan Department of Treasury's Community Services Division, Bureau of Local Government, and review of Treasury Revenue Administrative Bulletin 2019-5, the City's WWTP is a municipal facility that primarily treats domestic wastewater and is therefore not eligible for this exemption. As the CWSRF design guidelines clarify, "*the Michigan Use Tax applies to owner-furnished equipment that will be installed under a competitively-bid construction contract and the contractor will be liable for the 6% Use Tax for materials 'consumed' in fulfilling the contract*". In addition to the City's General Conditions to its standard Contract, included within the Contract Bid Instructions, states under Section X – Miscellaneous,

Part B – Taxes, that "*The Contractor shall include and be deemed to have included in his bid and contract price all Michigan sales and use taxes…*" As the bid received from Spence Brothers did not comply with CWSRF design guidelines and the City's General Condition to its standard Contract by not including the applicable sales tax, it was determined their bid for this project was non-responsible. For the City to proceed with this project utilizing another contractor, we must rescind the resolution of tentative award for the contract with Spence Brothers.

POSITIONS

Adopt a motion rescinding the resolution adopted on August 9, 2022, for the tentative contract award to Spence Brothers for the Clean Water State Revolving Fund (CWSRF), Wastewater Treatment Plant 2022 Improvements project.

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: **Resolution for approval of the contract award to Allied Mechanical Services, Inc of Grand Rapids, MI for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.**

Recommendation:

Approve a resolution for the contract award to Allied Mechanical Services, Inc of Grand Rapids, MI in the amount of $11,030,000 for the construction of the Clean Water State Revolving Fund, Wastewater Treatment Plant 2022 Improvements project.

Your consideration is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: September 27, 2022

RECOMMENDATION: Approve a resolution for the contract award to Allied Mechanical Services, Inc of Grand Rapids, MI in the amount of $11,030,000 for the construction of the Clean Water State Revolving Fund (CWSRF), Wastewater Treatment Plant 2022 Improvements project.

SUMMARY

In the spring of 2021, City Council adopted a resolution for Fishbeck to prepare the project plan as part of the City's CWSRF application for improvements at the City's Wastewater Treatment Plant. The CWSRF project plan went out for public bids in June 2022, to move forward with the construction phase of the project. The City received bids from three contractors for this project, however one contractor was found non-responsible as there bid did not meet the City's General Conditions for its standard Contract, Section X - Miscellaneous, Part B – Taxes, due to their exclusion of Michigan sales and use taxes from their final bid. Therefore, it was determined in the evaluation process that Allied Mechanical Service, Inc., of Grand Rapids MI is the lowest responsive, responsible bidder capable of performing the work at a cost of $11,030,000. In order to proceed with construction phase of this project the resolution for the contract award requires the approval of City Council.

BUDGETARY CONSIDERATIONS

The CWSRF Wastewater Treatment Plant 2022 Improvements project bids were as follows:

Rating	Company	Bid
#1	Allied Mechanical Services, Inc., Grand Rapids, MI	$ 11,030,000
#2	Heaney General Contractors, Inc., Ypsilanti, MI	$ 10,925,000
Non-responsible	Spence Brothers, Saginaw, MI	$ 10,271,000

The $11,030,000 in funding for the contract for WWTP CWSRF 2022 Improvements with Allied Mechanical Services, Inc., will be paid for using the State of Michigan's Clean Water State Revolving Fund loan with the principal forgiveness of twenty percent and Sewer System Funds.

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

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

Company	A	B	C	D	E	Total
Allied Mechanical Services, Inc.	5	25	20	10	8	68
Heaney General Contractors, Inc.	10	5	5	5	0	25
Spence Brothers - **Non-responsible**	25	25	25	15	10	100

HISTORY, BACKGROUND and DISCUSSION

The CWSRF is a low interest loan-financing program with possible principal forgiveness that assists qualified municipalities with the construction and improvements to wastewater infrastructure. On May 11, 2021, the City Council adopted the resolution for Fishbeck to prepare the project plan as part of the City's CWSRF loan application. As part of the State of Michigan's CWSRF Intended Use Plan for Fiscal Year 2022 released in September 2021, the City was within the fundable range to take advantage of this program with the principal forgiveness of twenty percent.

In June of 2022, bids were solicited for the CWSRF Wastewater Treatment Plant 2022 Improvements project to include the rehabilitation of the primary clarifiers and replacement of sludge pumping, aeration blower, and electrical unit substation equipment. Bids were received from three contractors, with the determination that the lowest bid from Spence Brothers was found to be non-responsible as their bid did not include applicable Michigan sales and use taxes, therefore their bid did not meet the requirements of the City's General Conditions in its standard Contract, Section X-Miscellaneous, Part B-Taxes. Fishbeck, the engineering consultant on this project, and the Public Works staff determined the lowest responsive, responsible bidder capable of performing the work, through the evaluation process that Allied Mechanical Services, Inc. should receive the contract award in the amount of $11,030,000. Utilizing the CWSRF loan program provides the City's Wastewater Treatment Plant with the opportunity to make much-needed upgrades to their aging facility at a reduced cost using the loan's available principal forgiveness. These major system improvements at the City's Wastewater Treatment Plant will increase equipment efficiencies, reduce operation and maintenance demand, and provide a greater level of reliability for the City's Wastewater Treatment Plant and the connected communities that utilize our system.

POSITIONS

Approve a resolution for the contract award to Allied Mechanical Services, Inc., in the amount of $11,030,000 for the construction of the CWSRF, Wastewater Treatment Plant 2022 Improvements project.

A RESOLUTION TO AWARD
A CONSTRUCTION CONTRACT
FOR WASTEWATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Jackson wishes to construct improvements to its existing wastewater treatment and collection system; and

WHEREAS, the wastewater system improvements project formally adopted on May 11, 2021, will be funded through Michigan's Clean Water State Revolving Fund; and

WHEREAS, the City of Jackson has sought and received construction bids for the proposed improvements and has determined the lowest responsible bid in the amount of $11,030,000 was received from Allied Mechanical Services, Inc; and

WHEREAS, the project engineer, Fishbeck, Inc., has recommended awarding the contract to the lowest responsible bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Jackson award the contract for construction of the proposed wastewater system improvements project to Allied Mechanical Services, Inc.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above resolution was adopted by the Jackson City Council on a regular meeting held on September 27, 2022. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

_____

Andrea Muray, City Clerk

fishbeck
Engineers | Architects | Scientists | Constructors

39500 MacKenzie Drive, Suite 100
Novi, Michigan 48377

248.324.2090 | fishbeck.com

September 20, 2022
Project No. 210403

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

City of Jackson – WWTP CWSRF 2022 Improvements – Bid Reevaluation

Dear Mike:

Three bids were received for the City WWTP CWSRF 2022 Improvements project at the public bid opening on July 19, 2022. Spence Brothers was originally found to be the lowest responsive bidder and was issued a tentative notice of award on August 9, 2022. We understand from the City's letter to Spence Brothers dated September 15, 2022, that their bid has since been found non-responsible.

Based on the City's bid evaluation criteria and scoring which was presented at the August 9, 2022, City Council meeting, the next highest scoring bid proposal was from Allied Mechanical Services (AMS). AMS's total bid price including Alternates 1, 2, 3, and 5, is $11,030,000. This is below the engineer's opinion of probable construction cost of $11,081,000 as reported in June 2022 based on the final design documents.

AMS has completed previous work for the City, including the WWTP Final Launder Cover Improvements and work at the Water Treatment Plant. AMS has a good working relationship with their proposed electrical subcontractor, Centennial Electric, who has completed work as the prime contractor for the State correctional facilities in Jackson with comparably demanding construction sequencing.

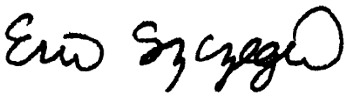
On September 19, 2022, Fishbeck met with James Oudbier and Rich Wackerle from AMS, and Mike Bozung from Centennial Electric, to discuss the project. They appear to have considered various aspects of completing the project successfully. AMS and Centennial Electric were confident in their proposed bid price and mentioned they have contacted suppliers to confirm equipment pricing. These discussions presumed a contract award before the end of September; the 90-day bid price guarantee required by the contract documents extends until October 17, 2022.

AMS is requesting an extension of the contract completion dates due to continued supply chain delays and scarcity in the availability of materials and equipment, and the delay in notification of intent to awarding the project to them. Fishbeck confirmed with EGLE that there is no impact to the CWSRF project funding from changing the completion dates. Fishbeck is prepared to review current projected equipment lead times and anticipated project duration to aid the City in negotiating new completion dates (with no anticipated change in contract price). We recommend that any change to the completion dates be adopted via change order.

Based on our review of the available information, Fishbeck finds AMS to be qualified to perform the work, and the highest scored responsive, responsible bidder capable of performing the project work.

We look forward to the construction phase, as the City moves forward with this important project. If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegielniak, PE
Senior Water & Wastewater Engineer

By email
Copy: Chandra Willinger – City
Trent Stockman – City

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: September 27, 2022

SUBJECT: **Approve a contract award for the City of Jackson Wastewater Treatment Plant, SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204, with $804,485 to be funded by the City Local Recovery Funds under the American Rescue Plan Act, and the remaining $105,719 to be funded by Sewer System Funds.**

Recommendation:

Approval of the contract award for the City of Jackson Wastewater Treatment Plant, SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204, with $804,485 to be funded by the City Local Recovery Funds under the American Rescue Plan Act, and the remaining $105,719 to be funded by Sewer System Funds.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: September 27, 2022

RECOMMENDATION: Approval of the contract award for the City of Jackson Wastewater Treatment Plant, SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204, with $804,485 to be funded by the City Local Recovery Funds under the American Rescue Plan Act, and the remaining $105,719 to be funded by Sewer System Funds.

SUMMARY

The motivation behind the project is to promote efficiency, and with the upgrades to the City's Wastewater Treatment Plant (WWTP) infrastructure, it becomes necessary to upgrade the Supervisory Control and Data Acquisition (SCADA) system as well. The existing process systems used by the WWTP remain limited, causing delays and disruptions in essential communication and collection of the treatment process the City of Jackson depends on the functionality of this system, with Tetra Tech as the consultant carrying out this crucial project.

This project will include new programmable logic controllers and related input/output cards will be housed in new standardized control panels. This same standardized control panel will be designed to accommodate each of the WWTP's upgraded systems. The panel will also be standardized in such a way that this one design can be used throughout the WWTP in future controls upgrade projects. Along with the new control panel upgrades, the existing SCADA system will be replaced using the same standardized control panel. In addition, the existing Wonderware HMI computers will be replaced, and the software consolidated using Trihedral VT SCADA HMI software. This will allow a cohesive (single) system between the WWTP and recently upgraded lift-station monitoring system.

BUDGETARY CONSIDERATIONS

The SCADA upgrades bids for alternate were as follows:

Company	Bid Amount
Commerce Controls Inc., Novi, MI	$807,980
Decima, LLC, Detroit, MI	$805,590
J. Ranck Electric, Inc., Mt. Pleasant, MI	$910,204

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

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

Company	A	B	C	D	E	Total
Commerce Controls Inc., Novi, MI	20	19	9	2	3	53
Decima, LLC, Detroit, MI	25	9	12	2	4	52
J. Ranck Electric, Inc., Mt. Pleasant, MI	15	21	16	10	9	71

This project will be funded with both City Local Recovery Funds under the American Rescue Plan Act, and Sewer System Funds as follows:

Funding Source	Funding Amount
City Local Recovery Funds (ARPA)	$804,485
Sewer System Funds, 406-548-000-985.006	$105,719
Total	$910,204

HISTORY, BACKGROUND and DISCUSSION

The current Supervisory Control and Data Acquisition (SCADA) system consists of a 20-year-old small logic controller (SLC) located within the Administration building and one remotely mounted SLC input/output rack located in the West Aeration Building. The actual monitoring & control the single SLC controller provides is rudimentary compared to modern control systems at comparable sized treatment plants and neighboring communities. The current system was adapted to an ageing decades old hard-wired control system as a stop-gap measure to monitor a handful of signals and has served its useful life and is recommended to be fully replaced. The current software is also ageing and needs immediate upgrades to be compliant with the latest Microsoft operating systems. In general, the existing SCADA system needs to be replaced to enhance operational effectiveness, lower operator burden, and increase the ability to meet new and upcoming wastewater compliance regulations.

POSITIONS

Approve the contract award for the City of Jackson Wastewater Treatment Plant, SCADA Improvements to J. Ranck Electric, Inc. of Mt. Pleasant, MI in the amount of $910,204.

JACKSON
Founded 1829

BID TABULATION
FOR
JACKSON WWTP SCADA IMPROVEMENTS
AUGUST 30, 2022

ITEM NO.	DESCRIPTION	**COMMERCE CONTROLS, INC.** 41069 Vincenti Ct. Novi, MI 48375		**DECIMA, LLC** 16870 Schaefer Highway Detroit, MI 48235		**J. RANCK ELECTRIC, INC.** 1993 S. Gover Parkway Mt. Pleasant, MI 48858	
		TOTAL COST (Base Bid)	TOTAL COST (Alternate)	TOTAL COST (Base Bid)	TOTAL COST (Alternate)	TOTAL COST (Base Bid)	TOTAL COST (Alternate)
1	Project Base Bid	$ 790,775.00		$ 906,780.00		$ 942,545.00	
2	Deductible Alternate - Base Bid minus DPP 7 SPP Panels		$ 662,980.00		$ 660,590.00		$ 765,204.00
3	Computer Hardware Equipment Allowance	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
4	SCADA Software Allowance	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
5	Control Room Furniture Allowance	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
	Project Total	$ 935,775.00	$ 807,980.00	$ 1,051,780.00	$ 805,590.00	$ 1,087,545.00	$ 910,204.00

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we J. Ranck Electric, Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Jackson

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Bid

Dollars ($ 5% of bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

City of Jackson WWTP SCADA Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of August, 2022.

(Witness)

J. Ranck Electric, Inc.
(Principal) (Seal)

By: Jamie LaRose Est Asst
(Title)

(Witness)

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)

By:
Ty Down Attorney-in-Fact

Printed in cooperation with the **American Institute of Architects** (AIA), by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Paul Wiese; Lenny J. Wilkins; Sue Gillett; Amanda Schulte; Ty Down and/or Andrew Mahoney

of Bay City, Michigan their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows: Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars ($25,000,000.00).

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

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

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

Given under my hand and seal of said Companies at Fairfield, Ohio, this 23rd day of August, 2022.

SPECIAL MEETING
OF
BOARD OF DIRECTORS

A special meeting of the Board of Directors of J. Ranck Electric, Inc. was held on the 5th of February 2015, 9:00 a.m., on said day in the office of Corporation at 1993 Gover Parkway, Mt. Pleasant, Michigan, pursuant to a written waiver of notice of such meetings, signed by all of the directors, fixing such time and place for the meeting.

We the Undersigned hereto, being officers and directors of J. Ranck Electric, Inc., a Corporation duly organized and existing under the laws of the State of Michigan, do hereby authorize

ADAM RANCK

to bind the Corporation for all bids, notifications, contracts, claims and statements.

Here being no further business to come before the meeting, the same was thereupon adjourned.

Angela M Wood

Angela M. Wood, Vice President/Secretary

www.jranck.com

J. RANCK ELECTRIC, INC.

Mt. Pleasant, Michigan
1993 Gover Parkway
Mt. Pleasant, MI 48858
phone 800-792-3822
fax 989-775-8830

PROPOSAL FOR:
CITY OF JACKSON
WWTP SCADA IMPROVEMENTS

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

Flint, Michigan
3015 Airpark Drive N.
Flint, MI 48507

Sault Ste. Marie, Michigan
3137 South Baker Side Rd.
Sault Ste. Marie, MI 49783

EVERY DECISION. EVERY DAY.

PROPOSAL

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

Date: 8/30/22

In compliance with your invitation for bids dated **July 21, 2022** to perform **CITY OF JACKSON WWTP SCADA IMPROVEMENTS**

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

1. individual, resident of N/A
   doing business as N/A
   at N/A
2. partnership, consisting of N/A
   and N/A
   under the firm name of N/A
3. corporation by the name of J.Ranck Electric, Inc.
   organized and existing under the laws of the State of Michigan
   with offices at 1993 Gover Parkway Mt. Pleasant, MI 48858
   (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# 38-2677797

(Corporate Seal, if applicable)

Name of Bidder: J. Ranck Electric, Inc.

Signed By: Adam Ranck

Its: President

BID SHEET

DATE: 8/30/2022

PROPOSAL FOR: CITY OF JACKSON WWTP SCADA IMPROVEMENTS

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
1	8/10/2022
2	8/25/2022

SCHEDULE OF BID PRICES

ITEM NO	DESCRIPTION	TOTAL COST (Base Bid)	TOTAL COST (Alternate)
1	Project Base Bid	$942,545.00	
2	Deductible Alternate - Base Bid minus DPP & SPP Panels		$ 765,204.00
3	Computer Hardware Equipment Allowance	$50,000.00	$50,000.00

4	SCADA Software Allowance	$75,000.00	$75,000.00
5	Control Room Furniture Allowance	$20,000.00	$20,000.00
	PROJECT TOTAL	$ 1087,545	$ 910,204

TOTAL PROJECT BASE BID WRITTEN OUT (Items 1, 3, 4 & 5):

One million, eighty-seven thousand, Five hundred, forty-five dollars

TOTAL PROJECT ALTERNATE BID WRITTEN OUT (Items 2, 3, 4 & 5):

nine hundred, ten thousand two hundred four dollars

Submitted Bid:	$ 1,087,545.00
Labor Costs:	$ 122,730.00
Materials Costs:	$ 954,815.00
Equipment Costs:	$ 10,000
Possible Change Orders:	TBD

Bidder's Name:	J. Ranck Electric, Inc.

Address:	1993 S. Gover Parkway
City, State, Zip:	Mt. Pleasnat, MI 48858
Telephone:	(989)775-7393
Fax:	(989)775-8830
Email Address:	ajranck@jranck.com
Federal ID Number:	38-2677797
Bid Signed By: Print or Type	Adam Ranck
Title:	President

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

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

By_____ Its President

CONTRACT COMPLIANCE

DATE: July 21, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

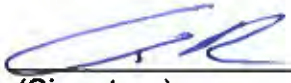
J. Ranck Electric, Inc. certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation,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

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

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

Dated: 8/30/2022

By: J. Ranck Electric, Inc
(Bidder's Name)

By: 
(Signature)

By: Adam Ranck, President
(Title)

1993 Gover Parkway
Address

Mt. Pleasant
City

MI 48858
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Contractor further agrees to the following:

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

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

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

NAME OF BIDDER: J. Ranck Electric, Inc.

ADDRESS: 1993 Gover Parkway
Mt. Pleasant, MI 48858

SIGNED BY:

TITLE: Adam Ranck, President

DATE: 8/30/2022

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 8/30/2022

By: J. Ranck Electric, Inc.
(Bidder's Name)

By: _____
(Signature)

By: Adam Ranck, President
(Title)

1993 Gover Parkway
Address

Mt. Pleasant
City

MI 48858
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Isabella)

Adam Ranck, being first duly sworn, deposed and says that:

1. He is President of, J. Ranck Electric, Inc. the Bidder that has submitted the attached bid;

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

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

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

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

Dated: August 30, 2022 By: J. Ranck Electric, Inc.
(Company)

By: Adam Ranck, President
(Title)

Subscribed and sworn to before me, a Notary Public, this 30th day of August, 2022.

Janice K. LaRose

JANICE K LA ROSE NOTARY PUBLIC COUNTY OF CLARE My Commission Expires December 3, 2025 Acting in the County of Isabella STATE OF MICHIGAN

Notary Public, Clare County, MI
My commission expires: December 3, 2025
Acting In Isabella County

SECTION C

Subcontractors

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

West Michigan Instrumentation Systems, Inc.

12575 Cleveland St. Nunica, MI 49448

West Michigan Instrumentation will be responsible for building and furnishing control panels.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

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

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

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

Dated 8/30/2022

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Adam Ranck	J. Ranck Electric, Inc.
Telephone	Email Address
(989)775-7393	ajranck@jranck.com

Contract or matter pending with the City:

City of Jackson WWTP SCADA Improvements

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

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

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

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

Property address: _____

Property interest: _____

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

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: _____

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: 8/30/22

_____
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 30th day of August, 2022,
By Janice K. LaRose.

JANICE K LA ROSE
NOTARY PUBLIC
COUNTY OF CLARE
My Commission Expires
December 3, 2025
Acting in the County of
Isabella
STATE OF MICHIGAN

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	J. Ranck Electric, Inc.
ADDRESS:	1993 Gover Parkway
CITY, STATE, ZIP:	Mt. Pleasant, MI 48858
TELEPHONE:	(989)775-7393
OFFICERS:	
President: Adam Ranck	Email Address: ajranck@jranck.com
Vice President: Angie Wood	Email Address: awood@jranck.com
Secretary: Angie Wood	Email Address: awood@jranck.com
Treasurer: Jolinda Pnacek	Email Address: jpnacek@jranck.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	2014

CRITERIA 3:

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

Please see attached "Criteria 3 License Listing"

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

- Journeyman
- Confined Space
- Lead Awareness
- Asbestos Awareness
- Excavation Standards
- Arc Flash
- Industrial Forklift
- Construction Forklift
- Aerial Lift (JLG)
- Scissor Lift
- Bucket Truck
- Hydro Vac Truck
- CPR/First Aid
- Human Performance Training

CRITERIA 4:

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

J. Ranck Electric, Inc. holds multiple licenses, as illustrated in Criteria 3. It is our goal to have and maintain all current applicable licenses required by law.

CRITERIA 5:

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

Please see attached "Criteria 5 EVerify_MOU"

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors. Please see "Criteria 6" attachment

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan. Please see "Criteria 7 Bonding Letter" attachment

CRITERIA 8:

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

☐ NONE

Please see attached "Criteria 8 Legal Dispute Letter"

CRITERIA 9:

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

☐ NONE

Please see attached "Criteria 9 OSHA 5 Years"

CRITERIA 10:

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

☑ NONE

CRITERIA 11:

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

Name:	Superior Insurance Group
Type of Coverage:	General liability, Auto, Umbrella liability, Worker's Compensation, Professional/Pollution
Telephone:	(989)509-6002

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

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law. Please see attached "Criteria12 Staffing Plan"

CRITERIA 13:

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

☑ Yes, we have a Fitness for Duty Program

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

Additional Information:

Person responsible for implementation: Chris Brown, Safety Director

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Upon Final Acceptance of job, J. Ranck Electric, Inc. warrants that all electrical work performed and/or material and equipment installed on the project will be free from defects not inherent in the quality required or permitted for a period of one (1) year from the "date of final acceptance". This warranty is limited to repair or replacement at no cost to the owner of equipment or workmanship found defective, and for any damage directly resulting from such defects during the warranty period. During the warranty period, if the Owner fails to notify J. Ranck Electric and give J. Ranck Electric an opportunity to cure said defect, the Owner waives the right to require repair or replacement by J. Ranck Electric and to make a claim for breach of warranty. This warranty does not include remedy for defects caused by abuse, modifications not executed by J. Ranck Electric, improper maintenance or operation, normal wear and tear, or acts or events beyond the control of J. Ranck Electric. To the extent this project contains materials furnished by others but installed by J. Ranck Electric, this warranty covers workmanship only. Cure of defective material supplied by others is not the responsibility of J. Ranck Electric, Inc.

CRITERIA 15:

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

The Contractor agrees:

(a)To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,

(b)To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a)or (b) above.

CRITERIA 16:

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

J. Ranck acknowledges its obligations and intention to comply with the Responsible Contractor Ordinance.

CRITERIA 17:

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

None at this time.

CRITERIA 18:

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

Please see attached "Criteria12 Staffing Plan"

CRITERIA 19 (ATTACHMENT REQUIRED):

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

Please see attached "Criteria19 JREPrequal Statement"

CRITERIA 20:

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

Please see attached "Criteria 20 Quality Assurance Program"

CRITERIA 21:

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

It is the goal at JRE to meet and exceed our customer's expectations. We understand that owners need for their project to be completed as safely, economically and efficiently as possible. As that benefits J. Ranck as well, we strive to maintain, as much as possible, a smooth, continuous effort toward completion.

CRITERIA 22 (ATTACHMENT REQUIRED):

Please see attached "Criteria 22 Book1"

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

CRITERIA 23:

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

If we use apprentices on the project, we will mailtain a 1:1 ratio of apprentices to journeymen.

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

☑ Yes

☐ No

Additional Information: All apprentices are registered with the state and trained through the NJATC

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

CRITERIA 24 (ATTACHMENT REQUIRED)

"Please see attached "Criteria 24 EMR Combined"

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

CRITERIA 25:

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

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED): Please see attached, "Criteria 26 Binder1"

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

CRITERIA 27:

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

JRE uses union laborers. The percentage of the workforce that can be drawn locally is in direct correlation to the percentage of local workers involved in the union.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. Please see attached, "Criteria 28 DEI Statement

CRITERIA 29:

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

Please see attached "Criteria 29 DEI Acknowledgment"

J. Ranck Electric, Inc. / Adam Ranck, President

Print Firm Name/Principal

Signature/Principal

8/30/22

Date

Bid Evaluation Criteria.

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

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

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

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

Price (25%)

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

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

Corporate Accountability (25%)

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

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

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

Workplace Safety (25%)

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

Workforce Development (15%)

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

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while

retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

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

J. RANCK ELECTRIC, INC.

J. Ranck Electric, Inc. License Listing

License Type	Location	License Number	Exp. Date
Electrical Contractor License (Sub)	Alabama	04143	12/30/2022
General Contractor License (Prime)	Alabama	51712	5/31/2022
Electrical Contractor License	Florida	EC13005006	8/31/2022
Electrical Contractor License	Georgia	EN216496	6/30/2022
Electrical Contractor License	Illinois, Rock Island (city)	B122118	4/30/2022
Electrical Contractor License	Indiana, Allen County	BD-28691	12/31/2022
Electrical License	Indiana, Allen County	BD-22617	12/31/2022
Electrical Contractor License	Indiana, Indianapolis	EH1300008	12/31/2023
Electrical Contractor License	Indiana, Lafayette	ECC-2014-151	8/31/2022
Electrical License	Indiana, South Bend	4694-15	8/31/2022
Electrical Contractor License	Kentucky	CE64346	2/28/2023
Electrician License – Master	Kentucky	ME64711	2/28/2023
Electrical Contractor License	Michigan	6104713	12/31/2024
Master Electrician License	Michigan	6205239	12/31/2022
Electrical Contractor Registration	Michigan, City of Detroit	LIC2011-00041	12/31/2022
Business License	Michigan, City of Centerline	GEN-20-0917	3/31/2022
Electrical Contractor Certificate of Responsibility	Mississippi	21039-MC	3/11/2023
Electrical Contractor License	North Carolina	29764-U	6/15/2022
Electrical Contractor License	Ohio	46347	3/21/2023
Electrical Contractor License	South Carolina	M111934	10/31/2023
Electrical Contractor License	Tennessee	00062647	9/30/2023
Electrical Master	Virginia	2710071257	3/31/2023
Electrical Contractor License	Virginia	2705175516	5/31/2022
Electrician License – Master	West Virginia	M922256REOH0414	6/30/2022
Electrical Contractor License	Wisconsin	1467964	6/30/2022

E-Verify

Company ID Number: 357309

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **J. RANCK ELECTRIC, INC.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Criteria 5

Company ID Number: 357309

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Criteria 5

Company ID Number: 357309

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Criteria 5

Company ID Number: 357309

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Criteria 5

Company ID Number: 357309

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Criteria 5

Company ID Number: 357309

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Criteria 5

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Criteria 5

Company ID Number: 357309

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Criteria 5

Company ID Number: 357309

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Criteria 5

Company ID Number: 357309

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Criteria 5

Company ID Number: 357309

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Criteria 5

E-Verify

Company ID Number: 357309

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer J. RANCK ELECTRIC, INC.	
MATTHEW WARREN	
Name (Please Type or Print)	Title
Electronically Signed	09/14/2010
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**09/14/2010**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	J. RANCK ELECTRIC, INC.
Company Facility Address:	1993 GOVER PARKWAY
	MOUNT PLEASANT, MI 48858
Company Alternate Address:	
County or Parish:	ISABELLA
Employer Identification Number:	382677797

Criteria 5

E-Verify

Company ID Number: 357309

North American Industry Classification Systems Code:	238210
Parent Company:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MICHIGAN 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	ANGELA M WOOD		
Telephone Number:	(989) 775 - 7393	Fax Number:	(989) 775 - 8830
E-mail Address:	AWOOD@JRANCK.COM		
Name:	JOLINDA K PNACEK		
Telephone Number:	(989) 775 - 7393	Fax Number:	(989) 775 - 8830
E-mail Address:	JPNACEK@JRANCK.COM		
Name:	MATTHEW D WARREN		
Telephone Number:	(989) 775 - 7393	Fax Number:	(989) 775 - 8830
E-mail Address:	MWARREN@JRANCK.COM		

Criteria 5

www.jranck.com

J. RANCK ELECTRIC, INC.

Mt. Pleasant, Michigan
1993 Gover Parkway
Mt. Pleasant, MI 48858
phone 800-792-3822
fax 989-775-8830

CRITERIA 6
Demonstration of Experience:

Please find the attached list of completed Water Infrastructure projects in the last 5 years as evidence of the experience of J.Ranck as requested in Criteria 6. This list is the highlight of related jobs in the most recent of our company's history of 30 years of demonstrating the various skills listed.

Job Description	Complete Date	Estimated Start Date	Comment	Architect	Customer Name
Mt. Pleasant Pump Station #7	6/30/2022	4/25/2022	Removed and replaced control panel, floats and transducer, and associated pipe and wire.	GFA	The Isabella Corporation
Kalamazoo Water System Improvement	12/31/2021	5/31/2019	Upgraded 3 pump stations and 3 remove sites. Needed subs for mechanical, testing, lead paint abatement and controls	Tetra Tech	City Of Kalamazoo
Angola Generator	12/31/2021	8/30/2021	Connected owner-provided generator to existing service. Installed generator pad.	Jones & Henry Engineering	City Of Angola
Clare WWTP Misc. Upgrades	12/31/2021	11/15/2021	Installed water tower generator receptacle and transfer switch, replaced meter module, addressed aerator control issue, addressed GFCI issue		City of Clare
Saginaw CIT WWTP Modifications	9/22/2021	11/9/2020	Electrical demo, concrete duct bank, installed owner-provided instrumentation, installed owner-provided lift station control panel, new concrete, and control panel pad. installation of the GC-provided gas detection system	Fishbeck	The Isabella Corporation
Blue Water Energy Center	4/19/2021	3/1/2021	Time and materials work, provided electricians to complete electrical work as directed by Kiewit		Kiewit Power Constructors Co

Clinton Township Pump Station	3/10/2021	9/9/2019	Removed existing control panels at both pump stations, Harrington and Ridgewood. Provided and installed power to new control panels, natural gas generators at each location. Installed 1 new light pole at Harrington. Coordinated SCADA programming with motor		Anderson, Eckstein & Westrick
Tecumseh WWTP Transformer	2/28/2021	3/2/2020	Replaced primary transformer and switch, primary and secondary feeders.	Tetra tech	City of Tecumseh DPW
Center Line Sewer Repairs	1/31/2021	10/5/2020	Sewer line repaired at Center Line		Ranck Properties
Monroe Pump Station Elec	12/31/2020	1/9/2020	Work performed at Sunset Pump Station and Detroit Beach Pump Station. Replaced MCC & incoming primary at Sunset. Replaced MCC, ATS & incoming primary at Harborview Pump Station		City of Monroe
Holmes Rd Pump Station	11/30/2020	6/1/2020	Removed and replaced (2) 100hp pump motors. Demo existing starters and replaced with new VFDs and a new distribution panel. Instrumentation services carried by allowance. Used subs for motor replacements (York), painting (Niles Industrial Coatings)	Ohm	Ypsilanti Community Utilities
Glanbia WWTP Ug Electric	11/30/2020	10/1/2019	Installation of grounding and underground/under slab conduit system		Symbiont
Plymouth Water Tower	7/29/2020	3/11/2020	Installed small 10-15 lb wireless bridge for comm link to Northeast Middle School, cable down to equipment room		Vector Tech Group
Port Huron Generators	3/23/2020	3/11/2019	Provided and installed new natural gas generators at the Scott/Poplar and Water Street pump stations. Connected generators to existing MTS system and new ATS system. Provided natural gas connection from utility.	Tetra Tech	City of Port Huron
Davis Road water main improvements	12/27/2019	4/1/2017	Provided/installed new MCC and KPP panel, installed new duct bank, installed instrumentation provided by others	Tetra Tech	Zito Construction

Criteria 6

Kalamazoo SCADA	11/30/2019	6/20/2016	Installed new antennas and control panels on select water district locations over a three year period	Tetra Tech	City of Kalamazoo
Jackson SCADA Tower	9/30/2019	2/18/2019	Built base and installed free standing 65' SCADA antenna tower. Removed old antenna from building		City of Jackson
Monroe WTP Generator Replacement	8/31/2019	12/3/2018	Removed existing generators and replaced with new. Reworked existing mechanical connections for new exhaust piping from new generators and heat exchanger/water cooling systems.	Jones & Henry Engineering	City of Monroe
Bridge Road Elec mods	7/17/2019	6/4/2018	Rewind motor, MCC and PLC Mods, Pipe and wire	Ohm	Ypsilanti Community Utilities
Jackson WWTP UV Upgrades	3/31/2019	6/18/2018	Installed new duct bank and cable from MCC's and control room to new transformers and flow meters. Installed new lights in shed		Grand River Construction
CG Pump Station Elect	2/28/2019	10/1/2018	Repaired coast guard lift station		US Coast Guard
Orlando Lift Stations	7/19/2017	8/3/2015	Completed electrical upgrades of 15 different lift stations in and around Orlando, FL. There was some minor sub work including bypass pumping, fencing, concrete work, surveying.		City Of Orlando
Sault Ste. Marie WWTP	5/26/2017	9/1/2016		C2ae	L.D. Docsa & Associates
Sensor Install Sault Sainte Marie WWTP	5/16/2017	3/31/2017			L.D. Docsa & Associates

THE CINCINNATI INSURANCE COMPANIES

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

Charlie Heider, AFSB
Field Director
Surety

February 14, 2022

Re: **J Ranck Electric, Inc.**

To Whom It May Concern

It has been the privilege of The Cincinnati Insurance Company to provide surety bonds on behalf of J. Ranck Electric, Inc. since 2006. In our opinion, J. Ranck Electric, Inc. remains properly financed, well equipped and capably managed.

At the present time, The Cincinnati Insurance Company provides a $30 million single project/$120 million aggregate surety program to J. Ranck Electric, Inc. As always, The Cincinnati Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you or your affiliates if for any reason we do not execute such bonds.

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

Should you have any questions regarding the above, feel free to call me at 616-884-0093.

Very Truly Yours,

Charlie Heider, AFSB
Field Director-Surety

Criteria 7

Mailing Address: 9285 Nantucket Ct. NE • Rockford, MI 49341-7385 ▪ **Headquarters:** 6200 S. Gilmore Road • Fairfield, Ohio 45014-5141
charlie_heider@cinfin.com • 616-884-0093 Office

www.jranck.com

J. RANCK ELECTRIC, INC.

Mt. Pleasant, Michigan
1993 Gover Parkway
Mt. Pleasant, MI 48858
phone 800-792-3822
fax 989-775-8830

August 10, 2022

RE: JRE Legal Explanation

To Whom It May Concern:

In reference to involvement in claims, litigation, or arbitration J. Ranck Electric, Inc. submits that all current cases are listed below:

Open: None

Closed:
HMV Indy I, LLC-Fire Damage Claim. HM filed suit 04/09/2019. Settled and dismissed 1/2021.
Solar World-Final Payment Issue. Solar World filed suit on 3/2018. Settled 1/2020.
Arlene Frank-Insurance Damage Claim. Frank filed suit against JRE 07/2017 and again in 02/2020. Both dismissed and closed 03/28/19 and 3/2021.
Casair-Final Payment Issue. JRE filed suit 09/2016. Settled 09/2017.
Public Lighting Authority Tax Exemption Issue. JRE filed suit 10/2018. Dismissed and Closed.
Dylan Orr-Injury Claim. Federal Case dismissed 7/28/2020
Orr vs. JRE -Dylan Orr filed an Intentional Tort case against JRE (not a project dispute). Settled 12/2/2021
Michigan Bell vs. JRE – Underground strike dispute, settled 5/20/2021.

If you have additional questions, please contact me at 800-792-3822.

Regards,

Jordan Wilcox
Contracts Manager
jwilcox@jranck.com

J. Ranck Electric, Inc.

OSHA

DATE	LOCATION	JOB #	VIOLATION	Standard Cited	INSPECTION #	CLASSIFICATION	PENALTY	STATUS	Mitigation
2022									
2021									
2020									
2019									
2018									
6/20/2018	Grayling, MI	117121	knock out missing on temporary panel	408.41719(1)	1325489.015	Other than Serious	0	Closed	Installed knock out plug immediately

[STAFFING PLAN]

J. Ranck Electric has a long history of water infrastructure projects with utilities and municipalities throughout the Midwest. With many of our staff below having worked for JRE for many years, they have a deep understanding of what it takes to staff, logistically plan, and execute these projects all over the United States. Our general crew staffing plan is listed below.

ADAM RANCK, PRESIDENT

Starting from a foundation of electrical field work, Adam understands infrastructure projects and supports operations from a high-level with his main function being contracting oversight. Adam provides overall direction to JRE project execution, as well as maintenance and storm response efforts, ensuring adherence to objectives and policies. He is responsible for overseeing company operations, correcting course when necessary, and ensuring installation delivery is according to our team's safety and quality assurance plans.

BOB HEMMINGER, LABOR SUPERINTENDENT

Bob oversees all labor activities including, assembling labor resources and recruiting manpower. Bob manages JRE's labor department to keep crews available for daily construction schedules, work order maintenance work, and emergency response efforts. We have an experienced storm labor team with a roster of outside resources if necessary to build more crews beyond our typical team.

PATRICK CAYLOR, PROJECT MANAGER

Patrick will provide overall supervision of this contract ensuring adherence to objectives and policies, and oversee all documentation and financial activities. This role will be responsible for creating a project plan, organizing information, coordinating, troubleshooting, resolving non conformance and disputes, quality control, and delivering every work order as contracted.

- Project manager performance is reviewed monthly as well as a review of each project to compare how it is performing based on the estimate vs. actual five cost type categories as well as labor hours, schedule and completion date. Our project management team discusses any specific issues or problems on an ongoing basis. This is submitted in an MS Excel document and reviewed in a face-to-face meeting monthly.

- Project reporting – A project report is required to be updated monthly and reviewed with the Project Management Director. This report tracks costs, hours, change order status, value and cost breakdown. This report also tracks days ahead or behind schedule.

- Project communications – Field leadership completes a daily job log and tracks quantities installed (on certain projects, when applicable) and submits these to the project manager and project manager assistant daily. Any safety concerns are addressed through our daily job site analysis and weekly safety meetings held on-site. Submittals, RFIs and billings are all handled between the project manager and project manager assistant. Correspondence is saved and archived in a job file.

PROJECT MANAGEMENT ASSISTANT, TBD

The Project Management Assistant manages project documentation, billing, and reporting. They are highly attention to detail when processing, auditing, and archiving project data to maintain accurate paperwork and documentation to ensure proper reporting and accurate invoicing.

Trever Barringer, GENERAL FOREMAN

Trever is one of our main foreman for water infrastructure projects. He works closely with our labor department to build crew rosters and coordinate crews once work is assigned. He serves as the main point person to interface with the owners field representative, and handles in the field paperwork and reporting throughout the life of the project.

Trever is responsible for all daily field activities on the job site. As well as being responsible for material ordering, logistics, pre-planning, and safety talks. He works to maintain a positive working relationship with the customer, community, and other contractors. He provides necessary supervision, direction and assistance to construction crew while enforcing policies, regulations, standards of all quality and safety programs.

Trever Barringer

J. Ranck Electric, Inc.

Field Superintendent

Trever Barringer joined J. Ranck Electric (JRE) in 2008 and serves as a field superintendent. With 20 years working in electrical construction as a journeyman, foreman, and superintendent, Barringer has extensive experience working on municipal, industrial, transportation, medical, and commercial projects.

Barringer is known for his ability to successfully manage tight scheduling requirements dealing with multiple crew management, subcontractor coordination and testing/ commissioning requirements. His success on high profile, complex projects is attributed to his solid work ethic which inspires those around him to work safely and efficiently. Whether assigned to a small or large complex project, he takes pride in completing projects according to their contract terms effectively and efficiently. Trever has a record of keeping his jobs not only on schedule, but also within budget, utilizing his strong communication skills to coordinate between JRE's home office, the general contractor, his subcontractors, engineering, and the owner.

EDUCATION

- Michigan Journeyman Electrical License (2001)
- Member of Local 692 (2008)

TRAINING & CERTIFICATIONS

- NECA Effective Foremanship Seminar
- CSX Safety Training Certification
- Silica Awareness
- Gold Shovel Standard
- IMSA Michigan Temporary Traffic Control
- Crane Hand Signals
- Aerial Work Platform
- Confined Space Training
- DOT Fleet Compliance Training
- Lifting and Rigging Certification
- OSHA 10 and 30 Training
- Scissor Lift Training I-IV
- First Aid/CPR Training
- Miss Dig Procedure Training
- Excavators Damage Prevention Review
- Bucket Truck/Boom Lift Training
- Medical Examiners Certificate (Med Card)
- DOT Supervisor Training (Pipeline)
- Michigan Truck Safety Training 2016

J. RANCK ELECTRIC, INC.

PROJECT EXPERIENCE

WWTP Facility Permanent Generator

In 2021 Barringer was the field foreman for the setting, termination, and commissioning of a 500 kW/625kVA permanent standby generator at the City of Angola, Indiana Wastewater Treatment Facility. The work included site preparation, underground electric, and pouring a 16' X 27' concrete pad for the 10.75 ton unit. The backup power system had the capacity to run the Class III facility with an average daily flow of 1.7 MGD. The project was started at the end of August 2021 and was completed ahead of schedule in November that year.

12 Pump Station Modernization

Barringer was one of the electrical leads for the City of Kalamazoo Pump Station Modernization project with completion in 2022. This $3.4 Million water infrastructure project includes the install of new PLC & Radio control panels, antennas/masts for SCADA and 15KVA mini power zones for power distribution at 12 pump stations throughout the city. Other electrical work includes new conduit and cables to junction boxes in PS for future phosphate instruments, replace an existing service main with a new 750Amp switch and add a new 800Amp manual transfer switch with a generator connection. Install enclosed breakers for future heat trace, motor starters for future pumps. Other instrumentation work includes MCPs, terminal boxes, chemical unload panels, rem indicator panel, rem rack enclosure, TE/TITs, WIT, PITs, FE/FIT.

Port Huron Pump Station Backup Power system

Barringer was one of the electrical leads for the City of Port Huron project in 2019/2020 to provide and install a new 175kW and 200kW natural gas generators at the city's Scott/Poplar and Water Street Pump Stations. The installation included a new manual transfer switch, automatic transfer switch, and natural gas utility connections.

Clinton Twp. Pump Station Generators

Completed in 2020, Barringer was the field leader for the Clinton Township Pump Station generator and control panel project. The scope included new natural gas generators at the Harrington and Ridgewood stations. Crews removed existing control panels and provide power to new control panels. Barringer coordinated the integration between the SCADA programming with the pump station motors.

Consumers Energy Medium Voltage

In 2020, Barringer led the installation of two pad mounted 750 kVA transformers, along with 1/0 cable and terminations near Mason and Vermuelens Streets. A 750 kVA transformer, secondary cabinet, and 1/0 cable was installed and terminated near Louis Glick and Jackson Streets in Jackson, MI

Pump Station Rehabilitation

Completed in 2018, Barringer was the electrical lead for the rehabilitation of pump station including the removal and replacement of mechanical, electrical, metal components and portions of the structure, and miscellaneous upgrades and repairs at the I-94 at M-39 interchange pump station in the city of Allen Park, Wayne County. JRE was contracted to perform the electrical scope of this project that included a complete electrical renovation of the power distribution, lighting, and station controls. A new control panel and manual transfer switch associated with the station's new vertical mixed flow pumps were installed. Associated work included all demotion and installation of float switches, and level sensors, conduit, wire, connections.

Patrick Caylor

J. Ranck Electric, Inc.

Project Manager

Patrick Caylor joined the J. Ranck Electric (JRE) team in 2017, prior to his current role of project manager he served as JRE's Safety and Security Manager.

Caylor joined JRE after working extensively for a Fortune 500 chemical company. His focus was security and safety providing safety interventions, audits, emergency response, hazmat, fire, industrial rescue, EMS and security issues. At JRE Caylor was critical to auditing the JRE security and safety operations and worked with company management to implement and manage the company's COVID Operations Plan at the height of the pandemic in the spring of 2020.

Caylor has built an excellent rapport with our field staff and has proven to be an asset all areas of managing projects and processes for the company. He excels at provide overall direction every project he is assigned, ensuring adherence to objectives and policies, and supervise all construction and financial project activities. Caylor's high attention to the details fits with a PM's role of creating and overseeing the project plan and schedule, coordinating, troubleshooting, resolving noncompliance, correcting course when necessary, and delivering the project as contracted.

EDUCATION

- Associates in Applied Science - Delta College
- MIOSHA Level One Certification - in progress
- Construction, Health and Safety Technician Certification from the Board of Certified Safety Professionals
- Advanced Certificate in Fire and Industrial Loss Prevention

QUALIFICATIONS AND TRAINING

- ASHI Certified CPR Instructor
- OSHA 500
- OSHA 510
- NFPA 70e ARC Flash Safety
- Confined Space Entry and Rescue
- OSHA 30
- Radiation Training
- Mine Safety and Health Administration Training
- State of Michigan EMT License
- Hazmat Technician Part II Certification
- NIMS 100, 200, 700, 701, 800, ICS Certification
- NFPA Fire Inspector I Certified

J. RANCK ELECTRIC, INC.

PROJECT MANAGEMENT

DESIGN BUILD WTP SCADA MODERNIZATION

In March of 2019 JRE was awarded this $4.2 Million design-build project for the City of Ann Arbor for a complete remodel of their water treatment plant control room. Caylor has coordinated design-build efforts between the city, the design team and construction crews. The work includes the replacement of 12 PLC panels including rewriting all programs, replace the plant operating system, including a total program rewrite and development of control screens. This modernization project includes integrating 26 sites (2 main and 24 remote) into new controls. All work was completed while maintaining the functionality of the city's WTP operations.

12 PUMP STATION MODERNIZATION

Caylor is JRE's project manager for the City of Kalamazoo Pump Station Modernization project with completion in 2022. This $3.4 Million water infrastructure project includes the install of new PLC & Radio control panels, antennas/ masts for SCADA and 15KVA mini power zones for power distribution at 12 pump stations throughout the city. Other electrical work includes new conduit and cables to junction boxes in PS for future phosphate instruments, replace an existing service main with a new 750Amp switch and add a new 800Amp manual transfer switch with a generator connection. Install enclosed breakers for future heat trace, motor starters for future pumps. Other instrumentation work includes MCPs, terminal boxes, chemical unload panels, rem indicator panel, rem rack enclosure, TE/TITs, WIT, PITs, FE/ FIT.

WWTP FACILITY PERMANENT GENERATOR

In 2021 Caylor was the project manager for the setting, termination, and commissioning of a 500 kW/625kVA permanent standby generator at the City of Angola, Indiana Wastewater Treatment Facility. The work included site preparation, underground electric, and pouring a 16' X 27' concrete pad for the 10.75 ton unit. The backup power system had the capacity to run the Class III facility with an average daily flow of 1.7 MGD. The project was started at the end of August 2021 and was completed ahead of schedule in November that year.

WWTP GENERATOR REPLACEMENT

Caylor is leading this $1.3 Million Generator Replacement for the City of Bay City that includes a seamless coordination between the customer and subcontractors. Work includes the demolition of existing generator, the install of a new generator pad, new underground conduits for generator feeds and communication, and the installation of a 1500kw generator. Work also includes modifications to multiple switchgear at the facility.

BUS CHARGING STATIONS

Caylor led the installation of two 150kw electric bus charging stations located at the Oakland SMART Bus

Prequalification Statement

J. Ranck Electric, Inc.

This form was created in accordance to the AIA Prequalification Form

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: City of Jackson

ADDRESS: 161 W. Michigan Avenue
Jackson, MI 49201

SUBMITTED BY: **J. Ranck Electric, Inc.**

NAME: **Adam Ranck, President**

ADDRESS: **1993 Gover Parkway**
Mt. Pleasant, MI 48858

NAME OF PROJECT (if applicable): City of Jackson WWTP SCADA Improvements

PROJECT LOCATION: 2995 Lansing Avenue, Jackson, MI 49202

Prequalification Statement
J. Ranck Electric, Inc.

Date

Name of Company	**J. Ranck Electric, Inc.**
Corporate Headquarters Mt. Pleasant, Michigan	**1993 Gover Parkway** **Mt. Pleasant, MI 48858** **Phone: (800) 792-3822** **Fax: (989) 775-8830** **e-mail: mtpleasant@jranck.com**
Branch Offices/Warehouses/Divisions Sault Ste. Marie, Michigan	**3137 South Baker Side Road** **Sault Ste. Marie, MI 49783** **Phone: (800) 792-3822** **Fax: (906) 632-7014** **e-mail: soo@jranck.com**
Flint, Michigan	**3015 Airpark Drive North** **Flint, MI 48507** **Phone: (800) 792-3822** **Fax: (810) 424-9750** **e-mail: flint@jranck.com**
Center Line, Michigan	**23862 Sherwood** **Center Line, MI 48015** **Phone: (800) 792-3822**

Background Company Information

1. J. Ranck Electric, Inc. was established in July 1986 and has been performing business as an electrical contractor since that date.

FEIN#	**38-2677797**
MESC	**1037428**
D & B Duns#	**15-737-0198**
MSHA	**E137**
SIC#	**1731**
NAICS#	**238210**
MPIN	**JR2677797**
TPIN	**1998D272279**
Cage Code	**1DZY2**
E-Verify ID	**357309**

2. J. Ranck Electric, Inc. is a corporation.

Date of Incorporation	**July 23, 1986**
State of Incorporation	**Michigan**
Officer(s)	**James A. Ranck, CEO**
	Adam Ranck, President
	Angie Wood, VP
Secretary	**Angie Wood**
Treasurer	**JoLinda Pnacek**

3. J. Ranck Electric, Inc. performs 98% of electrical work with its own forces. We subcontract mechanical, instrumentation, and some architectural and civil trades.

Number of Employees	**Range from 100-350**
Status	**Union**
Associated Trades	**692, 557, 876, 17, 58, 498, 948, 275, 16, 8, 70, 71, 104, 153, 222, 241, 245, 252, 342, 445, 369, 553, 665, 906, 1393, 688, 704, 679, 1098, 355, 243, 324, 9**

4. J. Ranck Electric, Inc. has performed work in the following states:
   Arizona, Florida, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, New Hampshire, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, West Virginia, Wisconsin

5. J. Ranck Electric, Inc. is professionally affiliated with the following organizations:
   a. **National Electrical Contractors Association (NECA)**
   b. **Electri International**
   c. **International Brotherhood of Electrical Workers (IBEW)**
   d. **World Safety Organization (WSO)**
   e. **Michigan Chamber of Commerce**
   f. **Michigan Construction Users Council (MCUC)**
   g. **Mid-Michigan Human Resources Association (MMHRA)**
   h. **Mt. Pleasant Chamber of Commerce**
   i. **Construction Financial Management Association (CFMA)**
   j. **Society of Human Resource Management (SHRM)**
   k. **The Association of Union Constructors (TAUC)**
   l. **Builder's Exchange of Grand Rapids & Western Michigan**
   m. **Builder's Exchange of Lansing & Central Michigan**
   n. **Michigan Infrastructure & Transportation Association (MITA)**
   o. **Damage Control Association**
   p. **Great Lakes Renewable Energy Association (GLREA)**

6. J. Ranck Electric, Inc. has never failed to complete awarded work, or ever defaulted on a contract.

7. No officer or principal of J. Ranck Electric, Inc. has ever been an officer or principal of another organization when it failed to complete a construction contract.

8. Contract Information

Average contract size	**$200,000 - $500,000**
Range of contract	**$2,000 - $40,000,000**
6 Year Average annual sales	**$84,829,877**

2016	***Sales***	***Volume***	***$98,687,687***
2017	***Sales***	***Volume***	***$76,394,057***
2018	***Sales***	***Volume***	***$84,837,719***
2019	***Sales***	***Volume***	***$74,714,899***
2020	***Sales***	***Volume***	***$109,770,069***
2021	***Sales***	***Volume***	***$64,574,832***

9. References

Consumers Energy
Attn: David Tomczak, PE
Phone: (810) 730-8453
david.tomczak@cmsenergy.com

Mead & Hunt
Lansing, MI
Attn: Jared Kowalewsky, PE
Phone: (517) 321-8334
jared.kowalewsky@meadhunt.com

Tetra Tech
Ann Arbor, MI
Attn: Gene Jones
Phone: (313) 402-8846
gene.jones@tetratech.com

DTE Energy
Detroit, MI
Attn: Anthony Morabito, PE
Phone: (313) 235-1734
anthony.morabito@dteenergy.com

Arauco North America
Grayling, MI
Attn: Mike Battisti
Phone: (705) 255-2286
michael.battisti@arauco-na.com

10. Trade References

Standard Electric
Saginaw, MI
Attn: Larry Denman
Phone: (800) 322-0215

Carrier & Gable
Farmington Hills, MI
Attn: Brad Case
Phone: (248) 477-8700

McNaughton-McKay Electric
Flint, MI
Attn: Kelly Kurtiak
Phone: (810) 424-5059

Colony Hardware
Chicago, IL
Larry Blair
Phone: (810) 232-5350

11. Financial Information

Bank References	**PNC Bank** **120 N. Washington Sq., Suite 500** **Lansing, MI 48933** **Attn: Robert McKee, Senior Vice President Corporate & Institutional Banking** **Phone: (517) 334-5228**
Insurance Carrier	**Travelers Insurance**
Insurance Agency	**Superior Insurance Group** **916 Washington Ave, Ste 210** **Bay City, MI 48708** **Attn: Lenny Wilkins, ljw@sig-mi.com** **Phone: (989) 893-7651 ext 105** **Fax: (989) 893-6098**
Bonding/Surety Company	**Cincinnati Insurance** **6200 S. Gilmore Rd** **Fairfield, OH 45014** **Attn: Charles Heider, Charlie_heider@cinfin.com** **(616) 884-0093**
Bonding Agent	**Superior Insurance Group** **916 Washington Ave, Ste 210** **Bay City, MI 48708** **Attn: Lenny Wilkins** **Phone: (989) 893-7651 ext 105** **Fax: (989) 893-6098**
Bonding Capacity	**$120,000,000.00 aggregate** **$30,000,000.00 per project**

12. Safety Information

Safety Director	**Chris Brown** **Phone: (800) 792-3822**
Self-Insured	**No**
Government Insured	**No**

2020 OSHA Log Statistics

Number of Lost Work Cases	**0**
Number of Restricted Work Cases	**0**
Number of First Aid Cases	**6**
Number of Cases with Medical Attention Only	**1**
Number of Fatalities	**0**
Total Employee Hours Worked	**452,714**
Total Recordable Incident Rate	**.44**
Worker's Compensation Insurance EMR 2020-21	**.82/1**

J. Ranck Electric, Inc. is an equal opportunity employer*

Dated at _____ this _____day of _____, 20 __

Name of Organization:_____

By:_____
(signature)

Title:_____

M_____._____

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to misleading.

Subscribed and sworn before me this _____day of _____, 20 __

Notary Public:_____

My Commission Expires:_____

J. RANCK ELECTRIC, INC.

QUALITY ASSURANCE PROGRAM

Criteria 20

OUR COMMITMENT TO OUR CUSTOMERS...

J. Ranck Electric, Inc. is committed to quality. This document details the J. Ranck Electric, Inc. commitment to quality through our quality assurance program. The purpose of our quality assurance program is to ensure that our customers' needs are met the first time and every time. Our quality assurance program provides the framework that ensures continuous improvement of our design and construction services, quality in our completed work, and customer satisfaction.

We recognize that our customers and our ability to meet their needs are the sole reason for the existence of J. Ranck Electric, Inc. Our customers rely on our expertise in electrical design and construction to provide them the safe, reliable, and efficient power, control, and communications systems. We make every effort to be deserving of our customers' trust and high expectations. In today's world, our customers' business depends on the reliable and efficient power, control, and communication systems to stay competitive in the global marketplace.

J. Ranck Electric, Inc. does not rely on chance to provide our customers with the quality they need and deserve. All of our employees understand the company's focus and commitment to quality.

Adam Ranck
President

J. RANCK ELECTRIC, INC.
MISSION STATEMENT

It is the mission of J. Ranck Electric, Inc. to ensure that every customer is granted the highest quality, safety, and professional standards with each electrical construction project performed.

J. Ranck Electric, Inc. operates with a corporate philosophy dedicated to professionalism and integrity, customer satisfaction, employee wellness, company profitability, community enrichment, and a balance between personal and professional fulfillment.

TABLE OF CONTENTS

QUALITY ASSURANCE POLICY	5
1. RESPONSIBILITY FOR CORPORATE QUALITY	5
2. QUALITY SYSTEM	6
3. CONTRACT DOCUMENT REVIEW	7
4. DOCUMENT CONTROL	8
5. DESIGN MANAGEMENT	8
6. PROCUREMENT & EXPENDING	10
7. TOOL & EQUIPMENT MAINTENANCE, CALIBRATION, & TESTING	11
8. MATERIALS AND INSTALLED EQUIPMENT MANAGEMENT	12
9. CONSTRUCTION MANAGEMENT	13
10. INSPECTION, TESTING, & STARTUP	14

QUALITY ASSURANCE POLICY

1.1 Quality Policy Statement

The J. Ranck Electric, Inc. quality policy is as follows:

Perform work to the exact requirements of our customers as defined by the contract documents unless those requirements are changed in accordance with procedures defined in the contract.

1.2 Quality Policy Objective

The objective of the J. Ranck Electric, Inc. quality policy is to ensure that each employee understands that he or she is responsible for quality and empowered to ensure that customers' needs and expectations, as expressed in the contract documents, are met.

1.3 Quality Policy Dissemination

The J. Ranck Electric, Inc. quality policy is posted in conspicuous places throughout the home office and at all job sites. This policy is reinforced verbally at all company and job site meetings that deal with quality and continuous improvement.

1. RESPONSIBILITY FOR CORPORATE QUALITY

2.1 Levels of Responsibility

J. Ranck Electric, Inc. recognizes its responsibility to customers for providing quality electrical work. Within J. Ranck Electric, Inc., there are three levels of responsibility for quality:

- Corporate
- Project
- Individual

2.2 Corporate-Level Responsibility

The President serves as the Corporate Quality Officer for J. Ranck Electric, Inc. The Corporate Quality Officer is responsible for ensuring that the organization adopts and adheres to the quality policy. The Corporate Quality Officer is also responsible for getting feedback from customers and ensuring that J. Ranck Electric, Inc. is a quality organization committed to customer satisfaction and continuous improvement.

2.3 Project-Level Responsibility

The J. Ranck Electric, Inc. project managers assist the Corporate Quality Officer. Project managers are responsible for overseeing quality in the field and customer satisfaction.

2.4 Individual Responsibility

The key to the successful implementation of any quality assurance program is the individual employee. The employee performing the work is the only person who can truly control quality during the construction process. J. Ranck Electric, Inc. empowers employees to control quality through its quality policy and encourages open communications between employees and management about quality improvement.

2.5 Management Review

The Corporate Quality Officer and designated staff conduct regular internal semiannual reviews to ensure that the quality assurance program is being properly and effectively implemented. These management reviews include close scrutiny of the following:

- Organization structure and its impact on quality.
- Effective implementation of the quality policy.
- Internal evaluation of construction and maintenance services.
- Performance as measured by customer feedback and construction quality.

The management reviews are documented and submitted to the President who takes corrective action as necessary. In addition, data and information from previous reviews are used to identify trends and determine if corrective measures are effective.

2. QUALITY SYSTEM

3.1 Quality System Objectives

The objectives of the J. Ranck Electric, Inc. quality system are fourfold:

- Provide a quality electrical installation that meets needs and expectations of the customer as expressed in the contract documents.
- Avoid rework and delay during construction through early detection and correction of problems.
- Provide a safe and productive work environment for J. Ranck Electric, Inc. employees.
- Support the achievement of the corporate mission and strategic objectives.

3.2 Quality System Processes

The J. Ranck Electric, Inc. quality program consists of the control of the following eight processes:

PROCESS	QA MANUAL SECTION
CONTRACT DOCUMENT REVIEW	7
DOCUMENT CONTROL	8
DESIGN MANAGEMENT	8
PROCUREMENT & EXPENDING	10
TOOL & EQUIPMENT MAINTENANCE, CALIBRATION, & TESTING	11
MATERIALS AND INSTALLED EQUIPMENT MANAGEMENT	12
CONSTRUCTION MANAGEMENT	13
INSPECTION, TESTING, & STARTUP	14

The following sections of the manual discuss each of these processes and its control in detail.

3. CONTRACT DOCUMENT REVIEW

4.1 Process Scope and Objectives

This process involves the review of the project contract documents to ensure that these documents accurately define the scope of the work of J. Ranck Electric, Inc. The objective of this process is to ensure that J. Ranck Electric, Inc. understands the customers' needs and requirements as expressed in the contract documents and can meet those needs and requirements.

4.2 Document Review Process

4.2.1 Bid Documents

The document review process begins with the review of bid documents. These documents define the scope and requirements of the project. The bid documents normally include the following information:

- Invitation To Bid
- Bid Form
- Construction Agreement
- General, Supplemental, and Special Conditions
- Insurance and Bond Requirements
- Work Included and Excluded
- Drawings and Specifications
- Addenda
- Owner Furnished Materials and Equipment
- Project Milestone Dates

4.2.2 Site Visit

A site visit is scheduled with the customer prior to bidding. The purpose of the site visit is for J. Ranck Electric, Inc. to become familiar with the site and its condition. In addition to the physical site, J. Ranck Electric, Inc. will investigate project logistics and local conditions that may impact the construction process.

4.2.3 Pre-bid Meeting

J. Ranck Electric, Inc. will attend any scheduled pre-bid meetings in order to interact with the customer and clarify the project scope and requirements. Where no formal pre-bid meeting is scheduled, J. Ranck Electric, Inc. will contact the customer to resolve any questions concerning the project scope and requirements prior to bidding.

4.2.4 Contract Award

Prior to executing the contract, J. Ranck Electric, Inc. will meet with the customer to review the contract scope and requirements and agree on any administrative procedures not previously addressed. Once an understanding of all outstanding details and questions have been resolved, J. Ranck Electric, Inc. will execute the contract.

4.2.5 Post-Contract Award

Following contract execution, J. Ranck Electric, Inc. will start work as directed by the contract. During construction, J. Ranck Electric, Inc. will keep the customer informed of any problems, delays, or deviations from the specified requirements in accordance with the contract documents.

4. DOCUMENT CONTROL

5.1 Process Scope and Objectives

This process involves the cataloging, filing, and distribution of project documents. The objective of this process is to ensure that information needed to manage and perform the work is readily available to those that need it.

5.2 Document Control Procedures

5.2.1 Documents To Be Controlled

All documents that affect project quality are required to be cataloged, filed, and distributed as required. Controlled documents typically include the following:

- Contract formation and maintenance documents that include construction contract; general, supplemental, and special conditions; addenda, change orders, and field directives; among others.
- Planning and design documents that include quotations, agreements and purchase orders, shipping and receiving records, test and inspection documentation, warranties and guarantees, among others.
- Tool and equipment maintenance and calibration procedures and records.
- Material and equipment shop drawings and catalog cuts along with review and approval documents.
- All correspondence, memoranda, meeting minutes, requests for information, schedules, and budgets relating to the construction process.

5.2.2 Responsibility For Document Control

The project manager is responsible for project documentation control.

5.2.3 Document Control System

All documents received are stamped with date of receipt. All internally generated documents are dated and marked with the name or initials of the originator. A central project file is established at the beginning of the project and maintained throughout the project. Where appropriate, a document log is kept for particular classes of documents.

5. DESIGN MANAGEMENT

6.1 Process Scope and Objectives

This process involves the design power, control, and/or communications systems by J. Ranck Electric, Inc. for the customer. The objective of this process is to determine the customers' needs and produce a set of accurate and complete construction documents that can be used to install and/or construct the required systems.

6.2 Design Quality Defines

Design quality is defined by the construction documents that translate the customers' needs and requirements into functional power, control, and communications systems that can be efficiently built and operated.

6.3 Responsibility For Design Quality

The project engineer is responsible for design quality. The project engineer will be registered as an electrical engineer in the state where the project is located and affix his or her seal to studies, plans and specifications, and other design documents as required by the licensing laws of that state.

6.4 Client Need Identification

The first step in the design process is the identification of the customers' needs and requirements. J. Ranck Electric, Inc. will meet the with the customer and end users of the system(s) or facility to determine the project scope and system performance requirements. The project scope and system requirements will be documented and provided to the customer for review and comment.

6.5 Codes and Standards Review

Once the project scope and system requirements have been identified and agreed upon, the next step is to determine what codes and standards are applicable to the project. Applicable codes and standards will be researched to determine specific requirements. The results of the codes and standards review will be documented.

6.6 Design Criteria Definition

Based on the project scope and system requirements along with results of the codes and standards review, J. Ranck Electric, Inc. will define specific design criteria for the project. In this step, J. Ranck Electric, Inc. will convert the customer's system performance criteria into specific quantifiable and measurable design requirements. Design criteria will be documented and reviewed with the customer to ensure accuracy and completeness. Any conflicting or ambiguous requirements will resolved prior to proceeding with the design.

6.7 Constructability and Value Analysis

J. Ranck Electric, Inc. will identify viable design alternatives that meet the customer's design criteria. These alternatives will then be analyzed to determine the preferred alternative based on construction, operation, and maintenance considerations. Constructability reviews will be performed to determine how the design can be modified to improve construction efficiency. Value analysis will be performed to select design alternatives that meet the customer's requirements at a low-cycle cost.

6.8 Design Review Procedures

11.2.1 Internal Design Reviews

Internal design reviews will be performed by J. Ranck Electric, Inc. at regular intervals as required by the complexity and size of the project. The project manager will be responsible for scheduling, performing, and documenting the results of these reviews. Internal design reviews should include members of the design team, construction personnel, key suppliers and manufacturers, outside specialists, and others that must interface with the design process. The internal design review will include not only technical reviews but also review of the projected construction schedule and budget.

11.2.2 Customer Design Reviews

Customer design reviews will be scheduled in accordance with the agreements between the customer and J. Ranck Electric, Inc. The project manager is responsible for scheduling coordinating, and responding to the results of the customer design reviews.

6.9 Design Change and Modification Procedures

The project manager is responsible for establishing and documenting design change and modification procedures with the customer. All design changes and modifications are to be reviewed with the customer and documented.

6. PROCUREMENT & EXPENDING

7.1 Process Scope and Objectives

This process involves the procurement of materials and equipment for incorporation into the work by J. Ranck Electric, Inc. In addition, this process involves procuring the services of qualified specialty subcontractors to assist J. Ranck Electric, Inc. in performing the work.

7.2 Supplier and Subcontractor Assessment

7.2.1 Materials and Equipment

Only those suppliers of materials and equipment that are acceptable to the customer as defined in the contract documents are considered. Acceptable suppliers are then assessed by J. Ranck Electric, Inc. based on past experience, commitment to quality and customer satisfaction, ability to meet the construction schedule, material and equipment installation characteristics, and after-sale service and support.

7.2.2 Subcontractors

Specialty subcontractors are assessed by J. Ranck Electric, Inc. based on expertise, past experience, commitment to quality, safety, and customer satisfaction, and ability to meet the construction schedule.

7.3 Requests For Quotation

Only those suppliers and subcontractors approved by J. Ranck Electric, Inc. are asked to submit a quotation. Requests for quotation sent to suppliers and subcontractors include J. Ranck Electric, Inc.'s standard agreement as well as a detailed written scope or work. Applicable drawings and specification sections are made available to suppliers and subcontractors to facilitate their quotation preparation. J. Ranck Electric, Inc. provides complete and accurate quotations.

7.4 Purchasing Policies and Procedures

J. Ranck Electric, Inc. selects a supplier or subcontractor based on the criteria outlined in the request for quotation. In most cases, J. Ranck Electric, Inc. selects the successful bidder based on price since the successful supplier or subcontractor is selected from a prequalified pool of equal bidders. Following selection and prior to contract execution, J. Ranck Electric, Inc. reviews the successful bidder's quotation for completeness and accuracy and then meets with the successful bidder to review the scope of work, technical requirements, inspection and testing requirements, submittal requirements, and construction schedule. Once an agreement is reached on all technical and administrative issues, the contract is executed.

7.5 Submittals

Shop drawings, catalog cuts, and test and inspection data required to be submitted to the customer for approval by J. Ranck Electric, Inc. will be thoroughly reviewed for completeness and technical requirements prior to submission. J. Ranck Electric, Inc. will stamp each submittal as having been

reviewed along with the reviewer's name and date of review. The goal of this procedure is to avoid delays due to inadequate or erroneous submittals.

7.6 Owner-Furnished Materials and Equipment

J. Ranck Electric, Inc. will work with the owner to ensure that owner-furnished materials and equipment meet the technical requirements of the project. In addition, J. Ranck Electric, Inc. will provide the owner with schedule milestones and information so that the owner-furnished materials and equipment do not delay or otherwise affect the construction process. If the installation of materials and equipment are J. Ranck Electric, Inc.'s responsibility, J. Ranck Electric, Inc. will inspect the materials and equipment when delivered and properly store them until needed. Records of the receipt and inspection of materials and equipment will be forwarded to the owner.

7.7 Identification and Traceability

Records will be kept of all materials and equipment incorporated into the work.

7. TOOL & EQUIPMENT MAINTENANCE, CALIBRATION, & TESTING

8.1 Process Scope and Objectives

This process involves the maintenance, calibration, and testing of tools and equipment. The objective of this process is to ensure that the employee in the field has the tools and equipment necessary to work effectively, safely, and efficiently.

8.2 Selection of Tools and Equipment

Tools and equipment supplied by J. Ranck Electric, Inc. will be selected based on their suitability for the work to be performed. Whenever possible, J. Ranck Electric, Inc. will review tool and equipment selection both before and during performance of the work to ensure that the proper selection has been made. In addition, J. Ranck Electric, Inc. will provide sufficient quantities of tools and equipment to allow employees to work productively.

8.3 Transportation and Storage of Tools and Equipment

Tools and equipment will be transported and stored in such a way that they will be protected from damage and deterioration.

8.4 Calibration and Testing of Tools and Equipment

Tools and equipment requiring calibration and/or testing will be calibrated and/or tested at regular intervals or just prior to use. Calibration will be carried out by qualified technicians in a controlled environment in accordance with manufacturer's recommendations. Testing will be performed in accordance with manufacturer recommendations. Records of tool and equipment calibration and testing will be kept and stamped indicating the tool or equipment's calibration and/or test status will be attached.

8.5 Repair of Tools and Equipment

When tools and equipment require repair they will be marked or tagged as soon as the damage or defect is detected to avoid accidental use. Repairs will be carried out in accordance with manufacturer recommendations and instructions by qualified technicians in a controlled environment. Following repair, the tools and equipment will be calibrated and tested as described in paragraph 8.4. Records of all tool and equipment repairs will be kept.

8.6 Operating Instructions and Procedures

Operating instructions and procedures will be available with the tool or equipment or maintained on file at the project site for employee reference and use.

8.7 Operator Training and Certification

When tools and equipment require training for proper use, J. Ranck Electric, Inc. will provide training for employees by qualified instructors. Records of all formal training will be kept. If employee certification is required, J. Ranck Electric, Inc. will ensure that the employee is certified prior to using the tool or equipment.

8. MATERIALS and INSTALLED EQUIPMENT MANAGEMENT

9.1 Process Scope and Objectives

This process involves managing materials and equipment from the time they are delivered to the site until they are incorporated into the work. The objective of this process is to ensure that the right materials and equipment are delivered and that they are protected from damage and deterioration until they are installed.

9.2 Receiving and Inspection

At the time of delivery, all materials and equipment are inspected to ensure that they are what was ordered, they are intact and were not damaged during shipment, and that the proper quantity was delivered. Only after successful inspection are materials and equipment accepted. If a problem is encountered during inspection, the materials and equipment are either rejected or corrective action is worked out with the supplier prior to acceptance. A record is kept of all material and equipment receipts and inspections.

9.3 Storage and Protection

Material and equipment delivered prior to when it is needed will be properly stored and protected to prevent damage or deterioration.

9.4 Inventory Control Procedures

For bulk materials, J. Ranck Electric, Inc. will establish inventory control procedures to ensure that the correct materials and equipment are used where required.

9.5 Material and Equipment Documentation

Documentation such as installation instructions, testing and startup procedures, and operation and maintenance manuals will be cataloged and filed. This documentation will be provided to the owner in accordance with the contract documents.

9. CONSTRUCTION MANAGEMENT

10.1 Process Scope and Objectives

This process involves the installation of materials, equipment, and systems at the site. The objective of this process is to ensure that work is completed efficiently and in accordance with the construction documents.

10.2 Field Qualified Defined

Quality in the field is defined as meeting the customer's needs and requirements as stated in the construction documents.

10.3 Responsibility for Field Quality

The project manager is ultimately responsible for quality in the field. However, J. Ranck Electric, Inc. believes that quality cannot be controlled and must be built into the project by the employee performing the work. Therefore, field quality is everyone's responsibility.

10.4 Organization for Field Quality

The project manager is responsible for organization and delegation of authority and responsibility for quality will vary from project to project depending on the complexity and size of the project.

10.5 Workforce Qualifications and Training

J. Ranck Electric, Inc. employs only the best employees with training, skills, and experience necessary to perform the work assigned. Each employee is responsible for the quality of his or her own work and has the authority to alter or correct the work when it does not comply specified requirements.

10.6 Interface With Other Project Participants

J. Ranck Electric, Inc. will plan and coordinate its work with other project participants as required.

10.7 Construction Means and Methods

J. Ranck Electric, Inc. will use construction means and methods that are appropriate for the project. The means and methods will be reviewed with employee(s) performing the work prior to implementation.

10.8 Project Planning and Scheduling

J. Ranck Electric, Inc. will plan and schedule work within the framework of the customer's schedule and the contract requirements. J. Ranck Electric, Inc. will work closely with the customer and other affected parties when scheduling required shutdowns and cutovers.

10.9 Activity Preplanning

In order to ensure that employees have the necessary information, materials and equipment, and tools and production equipment to perform the work, J. Ranck Electric, Inc. will preplan its construction activities. Preplanning is the responsibility of the foreman and performed with the assistance of the employee(s) who will be assigned to perform the work. Preplans will be documented by the foreman and distributed as required.

10.10 Safety and Accident Prevention

Safety and accident prevention is synonymous with quality at the site. J. Ranck Electric, Inc. is dedicated to providing a safe work environment for employees. The project manager is responsible for the safety and accident programs at the construction site. These programs include regular review of construction means and methods for safety, inspection of the condition of tools and production equipment, and the scheduling of regular safety meetings and training. J. Ranck Electric, Inc. believes that safety and accident prevention is everyone's responsibility.

10.11 As-Built Construction Documents

As-Built construction documents will be maintained throughout construction at the site. At the end of the project, these as-built construction documents will be provided to the customer in accordance with the contract documents.

10. INSPECTION, TESTING, & STARTUP

11.1 Process Scope and Objectives

This process involves the inspection, testing, and startup of materials, equipment, and the systems that they comprise. The objective of this process is to ensure that materials and equipment are supplied and installed in accordance with the technical specifications and systems operate as required.

11.2 Verifying Contract Compliance

11.2.1 Verification Process

The following three processes are used for verifying contract compliance:

- Work-In-Process Inspection and Testing
- Final Inspection and Testing
- Third-Party Inspection and Testing

11.2.2 Work-In-Process Inspection and Testing

Ongoing inspection and testing of work in process is carried out throughout construction in accordance with manufacturer recommendations, specified requirements, and J. Ranck Electric, Inc.'s quality assurance procedures. Records are kept of all work-in-process inspection and testing.

11.2.3 Final Inspection and Testing

J. Ranck Electric, Inc. performs final inspection and testing on all completed work in accordance with manufacturers recommendations, specified requirements, and J. Ranck Electric, Inc.'s quality assurance procedures prior to turning the completed work over to the owner. Records are kept of all final inspection and testing.

11.2.4 Third-Party Inspection and Testing

J. Ranck Electric, Inc. assists third parties such as owners, owner's representatives, architects and/or engineers, manufacturer's, code officials, or others in the performance of required inspection and testing work in process and completed work. Records are kept of all third-party inspections and testing.

11.3 Correction of Nonconforming Work

Nonconforming material, equipment, and work in place will be corrected in one of the following three ways:

- Reworked or modified in order to meet specific requirements.
- Accepted with or without rework or modification by owner, owner's representative, architect and/or engineer, or other authorized entity.
- Removed and replaced in total.

When nonconforming material, equipment, or work in place is accepted as is, J. Ranck Electric, Inc. will document the nonconformance and the fact that it has been accepted. Reworked, modified, or replaced material, equipment, or work in place must be inspected and tested in accordance with manufacturer recommendations, the technical specifications, and J. Ranck Electric, Inc. quality assurance procedures.

11.4 Startup and Testing Procedures

Startup and testing procedures for materials, equipment, and the systems they comprise will be performed in accordance with manufacturer recommendations, the technical specifications, and J. Ranck Electric, Inc.'s quality assurance procedures. A manufacturer's representative will be brought to the site to inspect the installation, perform final adjustments, perform required tested, and/or startup the equipment or system when required by contract, for technical reasons, or for warranty compliance.

11.5 Inspection and Test Records

All inspections and test records will be maintained by J. Ranck Electric, Inc. along with records of any corrective action taken. Copies of the inspection and test records will be provided to the owner, owner's representative, or architect and/or engineer in accordance with the contract documents.

11.6 Warranties and Guarantees

J. Ranck Electric, Inc. will ensure that all requirements to put warranties and guarantee in force are met. Copies of all warranties and guarantees will be provided to the owner in accordance with the contract documents.

JRE Water Infrastructure

5 years

Job	Revised Contract	Complete Date	Est. Start Date	Comments	Architect	Customer
KZOO WATER SYS.IMPROVEMEN	$1,561,524.00	12/31/2021	5/31/2019	UPGRADES TO 3 PUMP STATIONS AND 3 REMOVE SITES. NEED SUBS FOR MECHANICAL, TESTING, LEAD PAINT ABATEMENT AND CONTROLS	TETRA TECH	CITY OF KALAMAZOO
ANGOLA GENERATOR	$78,925.00	12/31/2021	8/30/2021	CONNECT OWNER PROVIDED GENERATOR TO EXISTING SERVICE. INSTALL GENERATOR PAD.	JONES & HENRY ENGIN	CITY OF ANGOLA
CLARE WWTP MISC. UPGRADES	$7,242.00	12/31/2021	11/15/2021	INSTALL WATER TOWER GENERATOR RECEP AND T. SWITCH, DO METER MODULE REPLACEMENT, ADDRESS AERATOR CONTROL ISSUE, ADDRESS GFCI ISSUE		CITY OF CLARE
SCIT WWTP MODIFICATIONS	$156,346.00	9/22/2021	11/9/2020	Electrical demo, Concrete duct bank Installation of owner provided instrumentation, Install owner provided lift station control panel New concrete control panel pad, Installation of the GC provided gas detection system	FISHBECK	THE ISABELLA CORPORATION
BLUE WATER ENERGY CENTER	$0.00	4/19/2021	3/1/2021	T AND M WORK TO PROVIDE ELECTRICIANS TO COMPLETE ELECTRICAL WORK AS DIRECTED BY KIEWIT		KIEWIT POWER CONSTRUCTORS CO
CLINTON TWNP.PUMP STATION	$349,766.09	3/10/2021	9/9/2019	REMOVE EXISTING CONTROL PANELS AT BOTH PUMP STATIONS, HARRINGTON & RIDGEWOOD. PROVIDE AND INSTALL POWER TO NEW CONTROL PANELS, NATURAL GAS GENERATORS AT EZCH LOCATION. INSTALL 1 NEW LIGHT POLE AT HARRINGTON. COORDINATE SCADA PROGRAMMING WITH MOTOR		ANDERSON, ECKSTEIN & WESTRICK
TECUMSEH WWTP TRANSFORMER	$167,895.00	2/28/2021	3/2/2020	REPLACE PRIMARY TRANSFORMER AND SWITCH, PRIMARY AND SECONDARY FEEDERS.	TETRA TECH	CITY OF TECUMSEH DPW
CENTER LINE SEWER REPAIRS	$0.00	1/31/2021	10/5/2020	SEWER LINE REPAIRS AT CENTER LINE		RANCK PROPERTIES

JRE Water Infrastructure

5 years

MONROE PUMP STATION ELEC	$176,830.00	12/31/2020	1/9/2020	WORK TO BE PERFORMED AT SUNSET PUMP STATION AND DETROIT BEACH PUMP STATION. REPLACE MCC & INCOMING PRIMARY AT SUNSET. REPLACE MCC, ATS & INCOMING PRIMARY AT HARBORVIEW PUMP STATION		CITY OF MONROE
HOLMES RD PUMP STATION	$221,123.00	11/30/2020	6/1/2020	Remove and replace (2) 100HP pump motors. Demo existing starters and replace with new VFDs and a new distribution panel. Instrumentation services carried by allowance. Will use subs for motor replacements (York), Painting (Niles Industrial Coatings)	OHM	YPSILANTI COMMUNITY UTILITIES
PLYMOUTH WATER TOWER	$0.00	7/29/2020	3/11/2020	INSTALL SMALL 10-15 LB WIRELESS BRIDGE FOR COMM LINK TO NORTHEAST MIDDLE SCHOOL, CABLE DOWN TO EQUIPMENT ROOM		VECTOR TECH GROUP
PORT HURON-GENERATORS	$352,982.02	3/23/2020	3/11/2019	PROVIDE AND INSTALL NEW NATURAL GAS GENERATORS AT THE SCOTT/POPLAR AND WATER STREET PUMP STATIONS. CONNECT GENERATORS TO EXISTING MTS SYSTEM AND NEW ATS SYSTEM. PROVIDE NATURAL GAS CONNECTION FROM UTILITY (METER BY UTILITY OUTSIDE OF THIS SCOPE)	TETRA TECH	CITY OF PORT HURON
DAVIS RD WATER MAIN IMPR.	$574,612.00	12/27/2019	4/1/2017	PROVIDE/INSTALL NEW MCC & KPP PANEL, INSTALL NEW DUCT BANK, INSTALL INSTRUMENTATION PROVIDED BY OTHERS	TETRA TECH	ZITO CONSTRUCTION
MONROE WTP GENERATOR REPL	$303,000.00	8/31/2019	12/3/2018	REMOVE EXISTING GENERATORS AND REPLACE WITH NEW. REWORK EXISTING MECHANICAL CONNECTIONS FOR NEW EXHAUST PIPING FROM NEW GENERATORS AND HEAT EXCHANGER/WATER COOLING SYSTEMS.	JONES & HENRY ENG	CITY OF MONROE
BRIDGE RD ELEC MODS	$166,768.00	7/17/2019	6/4/2018	REWIND MOTOR, MCC AND PLAC MODS, PIPE AND WIRE	OHM	YPSILANTI COMMUNITY UTILITIES
USCG PUMP STATION ELECT	$13,093.91	2/28/2019	10/1/2018	REPAIR COAST GUARD LIFT STATION		US COAST GUARD

JRE Water Infrastructure

5 years

ORLANDO LIFT STATIONS	2397491	7/19/2017	8/3/2015	COMPLETE ELECTRICAL UPGRADES OF 15 DIFFERENT LIFT STATIONS IN AND AROUND ORLANDO FL. THERE IS SOME MINOR SUB WORK INCLUDING BYPASS PUMPING, FENCING, CONCRETE WORK, SURVEYING.		CITY OF ORLANDO
SSM WWTP	47283	5/26/2017	9/1/2016		C2AE	L.D. DOCSA & ASSOCIATES
SENSOR INSTALL SSM WWTP	0	5/16/2017	3/31/2017			L.D. DOCSA & ASSOCIATES
ODENAANG WATER SYSTEM	1400	12/31/2015	12/1/2015		UP ENGINEERS & ARCH	HEBERT CONSTRUCTION COMPANY
TOWER GARDEN LIFT STATION	110102.46	10/31/2015	2/23/2015			MAULDON BROTHERS
WHITESTONE POINT PUMP STN	157349	10/31/2015	3/2/2015			SAGINAW MIDLAND MUNICIPAL
GENOA TWP PUMP STATION	$400,208.00	10/31/2015	9/15/2014	MODIFICATIONS TO OAK POINT PUMP STATION, MODIFICATIONS TO GENOA-OCEOLA WWTP, AND NEW BIOSOLIDS HANDLING FACILITY		A.Z.. SHIMINA, INC.
LINDEN WW IMPROVEMENTS	$23,150.00	8/31/2015		VERIFY RACEWAY SEALS IN THE RAW SEWAGE PUMP ROOM, INTEGRATE SQUARE D POWER MONITORS INTO PLANT SCADA		GENESEE CTY WATER & WASTE
LAKE ST.CLAIR AUX.POWER	30324	6/30/2015	5/12/2014		J.A.LOMBARDO &ASSOC.	HURON-CLINTON METROPARKS
WILLOW METROPARK PUMPING	65170	5/31/2015	8/1/2013		JOHNSON & ANDERSON	HURON-CLINTON METROPARKS
RIVERVIEW PUMP STATION	166440.8	3/31/2015	1/23/2014			CITY OF RIVERVIEW

JRE Water Infrastructure

5 years

WILDWOOD LIFT STATION UPG	106360	1/31/2015	6/6/2014			CHARTER TOWNSHIP OF MERIDIAN
SOARING EAGLE WATER LINE	$7,194.00	12/31/2014	11/11/2014			SOARING EAGLE CASINO
PORT HURON BIOSOLIDS	36220	12/31/2014	6/16/2014	REMOVE AND REPLACE (8) LEVEL SENSORS		CITY OF PORT HURON
UNION TWP PUMP STATION #3	$373,542.00	12/31/2014	4/28/2014		GOURDIE FRASER	CHARTER TOWNSHIP OF UNION
SAGINAW TWP WWTP	$73,999.00	10/29/2014	6/16/2014	INSTALL (8) 50HP VFD'S ON A UNISTRUT RACK		SAGINAW CHARTER TOWNSHIP
KERBY RD. PUMP STATION	3197449.22	4/30/2014			HUBBELL, ROTH & CLAR	HUBBELL ROTH & CLARK INC
BANGOR TWP MCC REPL.	58045	12/31/2013	8/16/2013			BAY COUNTY DRAIN COMMISSION
CLARE WW TREATMENT PLANT	175810	10/31/2013				CITY OF CLARE
PENDILLS CREEK	61597.05	7/31/2013	9/1/2011			GOGEBIC MECHANICAL INC.
FLUSHING WWTP ELEC GATE	$29,660.00	6/30/2013	6/12/2013			CITY OF FLUSHING
CHIPPEWA TWP SEWER SYSTEM	$276,777.00	5/31/2013				CHIPPEWA TOWNSHIP
PILOT STATION EXIT 5	18383	5/31/2013	3/18/2013			HIGHLAND TREATMENT, INC.
HIGHLAND PARK WTP	0	2/15/2013	1/14/2013			JOHN E. GREEN CO.
WOOD VALLEY LIFT STATION	188540.48	12/31/2012	8/29/2011			CHARTER TOWNSHIP OF MERIDIAN

JRE Water Infrastructure

5 years

CADILLAC WELL HOUSE/PUMP	274026	11/30/2012	10/10/2011	C2AE	ERHARDT CONSTRUCTION
SAGINAW WTP SECURITY	$2,334,414.00	11/30/2012			CITY OF SAGINAW
PONTIAC WWTP SPLICING	0	9/18/2012			XTREME POWER CONSTRUCTION
WARREN WWTP SOLAR PV SYST	64088	8/31/2012	3/26/2012	N/A	JOHNSON CONTROLS, INC.
GENESEE COUNTY PUMP STN	1097390.1	2/29/2012		HRC	PUMFORD CONSTRUCTION, INC.
SAULT CSO CONTROL	270606.47	12/31/2011	3/1/2010	C2AE	PUMFORD CONSTRUCTION, INC.
HARMON/GIDDINGS 4TH PUMP	86751	8/31/2011	11/29/2010	ORCHARD, HILTZ & MCC	CITY OF AUBURN HILLS
CASINO WATERPARK SERVICE	17996	8/31/2011			CONSUMERS ENERGY
WEST BAY COUNTY WWTP	170709.71	8/31/2011			F&V CONSTRUCTION MANAGEMENT
2011 DPS PVT & DRAIN IMPR	8100	7/31/2011	5/2/2011	CITY OF ROYAL OAK	FIORE ENTERPRISES, LLC
MONTROSE WWTP 2011	0	5/31/2011			GENESEE CTY DRAIN COMMISSIONER
CORPS OF ENGINEERS	262503.59	2/28/2011	2/1/2009	CORPS OF ENGINEERS	U.S. ARMY CORPS OF ENGINEERS
WATERMAIN REPAIR	21637.19	1/31/2011			DETROIT PUBLIC LIBRARY

JRE Water Infrastructure

5 years

HISTORICAL WATER TOWER	2890	10/31/2010	9/20/2010	C2AE	PUMFORD CONSTRUCTION, INC.
SOUTH LYON WWTP WEST BEDS	198432	8/31/2010			SPENCE BROTHERS
LINDEN WWTP REPAIRS	0	5/31/2010			SPENCE BROTHERS
DIRECTIONAL BORE T&M	0	3/31/2010			INFRASOURCE UNDERGROUND CONSTR
SAGINAW WTP IMPROVEMENTS	269811	3/31/2010	6/15/2009	GEELEY & HANSEN	PUMFORD CONSTRUCTION, INC.
LINDEN WW REPAIRS	0	2/19/2010			SPENCE BROTHERS
MACKINAC ISLAND WTP	0	2/19/2010			DEVERE CONSTRUCTION COMPANY
HARTLAND TOWNE SQUARE	152541	9/17/2009			SITE DEVELOPMENT, INC.
LINDEN WWTP-MOTOR REPLACE	0	7/31/2009			SPENCE BROTHERS
WATER LEAK REPAIR PROJECT	3917	3/31/2009			CENTRAL MICHIGAN UNIVERSITY
ANN ARBOR WWTP LINE RELOC	88310	3/12/2009			N.G. GILBERT CORPORATION
GRATIOT RD. PUMP STATION	729911	2/28/2009		SPICER GROUP	SORENSEN GROSS COMPANY
CLARE WTP EMERGENCY REPRS	0	2/28/2009			CITY OF CLARE
PETOSKEY CASINO WWTP	626188	12/31/2008		LEO A DALY	CLARK CONSTRUCTION

JRE Water Infrastructure

5 years

MDNR FISH PUMP STATIONS	8806	12/10/2008			HACKER EXCAVATING & MASONRY
MACOMB TWP PUMP STN #7	208283	9/30/2008		SPALDING DEDECKER	DAN'S EXCAVATING
LINDEN/GENESEE CTY. WW #3	1605608.81	9/30/2008		WADE-TRIM, INC.	SPENCE BROTHERS
LINDEN SLUDGE PUMPING STN	157162	4/30/2008			SPENCE BROTHERS
SAGINAW WT DEHUMIDIFIER	1750	3/31/2008			FEDEWA, INC.
MONTROSE WWTP T&M	0	12/31/2007	1/1/2007		GENESEE CTY DRAIN COMMISSIONER
SERVICE @ METERING SITE	0	12/31/2007			MARTIN CONTROL SERVICES, INC.
LINDEN WWTP T&M	0	12/31/2007	1/1/2007		GENESEE CTY DRAIN COMMISSIONER
GCDC RAIN GAUGES	44450	12/31/2007			VECTOR ELECTRIC
GCDC N.WATER LOOP-CNT#3	90883	6/30/2007			ZITO CONSTRUCTION
E LANSING RETENTION BASIN	795047.37	6/22/2007			GERACE CONSTRUCTION
WATER SUPPLY PUMP UPGRADE	17800	6/21/2007	9/15/2006		U.S. FISH & WILDLIFE SERVICE
LAKE ST CLAIR CLEAN WATER	2061735.46	4/17/2007			MACOMB COUNTY ROAD COMMISSION
MONTROSE WWTP T&M	0	1/31/2007	1/1/2006		GENESEE CTY DRAIN COMMISSIONER

JRE Water Infrastructure

5 years

DETOUR WATER SYSTEM	229483.25	12/31/2006	10/4/2005	WADE-TRIM	DEVERE CONSTRUCTION COMPANY
LINDEN WWTP T&M	0	12/31/2006	1/1/2006		GENESEE CTY WWTP DIST 3
DAVISON WATER TREATMENT	1104505.94	12/29/2006		TETRA TECH MPS	SORENSEN GROSS COMPANY
WATER TREATMENT BUILDING	50902.53	12/29/2006		BARR ENGINEERING	NOMAD CONSTRUCTION
MONTROSE WWTP T&M	0	12/29/2006			GENESEE CTY DRAIN COMMISSIONER
LINDEN WWTP-LT&CAM POLES	0	12/29/2006			GENESEE CTY WWTP DIST 3
LINDEN WWTP-FIBER OPTIC	0	12/29/2006			GENESEE CTY WWTP DIST 3
OWOSSO PUMP STATION	23353.9	12/29/2006		PREIN & NEWHOF	BOSCH MECHANICAL CONTRACTORS
LINDEN WWTP T&M	0	12/29/2006			GENESEE CTY WWTP DIST 3
LIGHT POLE BASES @ LINDEN	0	12/29/2006			GENESEE CTY WWTP DIST 3
DETOUR WATER TOWER	0	11/13/2006	3/31/2006	N/A	ALELCO, INC.
HENDERSON PUMP STATION #1	1109543	6/30/2006	6/2/2003	CTE ENGINEERS	IRISH CONSTRUCTION
HENDERSON PUMP STATION #2	117694	6/30/2006	6/9/2003	CTE ENGINEERS	NATGUN CORPORATION
HOOKUP PWR SKID @ LINDEN	0	5/30/2006			DAN'S EXCAVATING

JRE Water Infrastructure

5 years

SIMS WHITNEY WTP	33627.8	3/30/2006		SPICER GROUP	SPICER GROUP
DETOUR WATER TOWER	0	3/30/2006			ALELCO, INC.
MT. PLEASANT WATER DEPT	0	3/20/2006			CITY OF MT. PLEASANT
MT. PLEASANT WASTE WATER	772842.02	12/31/2005	5/1/2001	EARTH TECH	DEVERE CONSTRUCTION COMPANY
BIRCH RUN SEWER REPAIR	0	10/15/2005			VILLAGE OF BIRCH RUN
GCDC ZITO - CANCELLED	0	6/30/2005			ZITO CONSTRUCTION
GENESEE CTY. FLOW METER	729830.49	6/30/2005			MARTIN CONTROL SERVICES, INC.
LINDEN WWTP-ANAEROBIC DIG	40746.73	6/30/2005		CTE ENGINEERS	JOHN E. GREEN CO.
REPAIRS @ DEWATERING TRLR	0	5/5/2005			SYNAGRO
LINDEN WWTP T&M	0	2/22/2005			GENESEE CTY WWTP DIST 3
MONTROSE WASTEWATER PLANT	0	1/31/2005			GENESEE CTY DRAIN COMMISSIONER
BLUA WWTP IMPROVEMENTS	80250	12/13/2004			SPENCE BROTHERS
ASH LAGOON-CITY OF FLINT	9466.8	11/29/2004	3/12/2002		SORENSEN GROSS COMPANY
GENESEE CTY PUMP STATION	398739.92	10/26/2004	6/9/2003	CTE ENGINEERS	GENESEE CTY DRAIN COMMISSIONER
LINDEN WTP-D&B-CHEM. BLDG	66595.79	7/6/2004			O'LAUGHLIN CONSTRUCTION CO.

JRE Water Infrastructure

5 years

GENESEE CTY. PUMP STAT #1	451796	5/14/2004	6/3/2002	GENESEE CTY DRAIN COMMISSIONER
MT. PLEASANT WT WELL #10	10122.67	10/29/2003		CITY OF MT. PLEASANT
LINDEN FINAL EFFLUENT GEN	41700	6/19/2003	12/9/2002	GENESEE CTY DRAIN COMMISSIONER

SUPERIOR
INSURANCE GROUP

June 13, 2022

Re: J. Ranck Electric, Inc.

To Whom It May Concern:

This is to advise that the Michigan Experience Rating for the past three years is as follows:

07/01/2020 – 07/01/2021	0.92
07/01/2021 – 07/01/2022	0.82
07/01/2022 – 07/01/2023	0.73

Please advise if you need anything further.

Thank you.

Sincerely

Sue Gillett

Sue Gillett, CIC
Ext: 200
Slg@sig-mi.com
Senior Commercial Lines Account Manager

916 Washington Avenue, Suite 210
Bay City, MI 48078
Phone: (989) 893-7651
Fax: (989) 509-6002

Criteria 24

DIVERSITY, EQUITY, AND INCLUSION STATEMENT

PURPOSE AND APPLICATION

J. Ranck Electric, Inc. (JRE) is committed to workforce diversity, creating equity and fostering a culture of inclusion companywide. We know that bringing diverse backgrounds, cultures, and perspectives together drives innovation and builds a strong and indivisible organization. It fosters a culture of belonging and respect and attracts the best talent in order to pave the way for future generations. This policy outlines the principles JRE will use to enhance diversity, equity and inclusion (DEI) throughout the organization. The policy is applicable to our practices of recruitment and selection, compensation and benefits, professional development and training, promotions, transfers, employment separations, social and recreational programs, and the ongoing development of a work environment with equitable treatment for all. The policy applies to all employees and anyone conducting work on behalf of J. Ranck Electric, Inc.

Our DEI strategy starts internally with our people, especially our leadership team. We know that respectful, inclusive leaders develop a culture where everyone brings ideas and innovation. This culture allows employees to discover ways of working that foster a sense of inclusion and belonging for themselves, within their teams and the company. We focus on building a diverse workforce by attracting, developing and retaining the best talent, to leverage their diverse and unique skills and perspectives. We recognize societal challenges that may be experienced by underrepresented groups, and do not let those become barriers to employment within JRE. We believe everyone can be successful and reach their potential, through opportunities to demonstrate their hard work and initiative. We extend this strategy externally in meeting the diverse needs of our customers, as well.

RESPONSIBILITIES

Every member of the JRE team is empowered to reach their full potential and to help others reach theirs. This makes DEI everyone's responsibility. It requires daily purposeful action, including:

- ALL JRE EMPLOYEES
  - Create and role model an inclusive environment that is safe and free from discrimination and harassment
  - Respect the dignity and diversity of all people
  - Focus intentionally on ways to be more inclusive and drive belonging
  - Be aware of personal biases that may hinder the ability to be more inclusive and collaborative with one another
  - Follow appropriate reporting process when experiencing, witnessing, or being told of an incident of discrimination, harassment, and/or any other behavior not consistent with this or any other JRE policy
- JRE DEPARTMENT HEADS/MANAGERS
  - Ensure a work environment that is safe and free from discrimination and harassment
  - Display inclusive leadership behaviors, and encourage valuing all perspectives and listening to diverse points of view
  - Encourage employees to collaborate and make suggestions
  - Ensure that employment-related decisions are free from discrimination
  - Mitigate potential biases in employment and talent decisions
- HUMAN RESOURCES
  - Cultivate a culture that inspires respect for all employees, customers, vendors, contractors and others affiliated with and/or representing J. Ranck Electric
  - Draw from a broad pool of talent in order to inclusively reach talent that reflects the communities served
  - Provide reasonable accommodations for otherwise qualified individuals with a disability and to those with needs related to their religious observance or practices

EEO STATEMENT

J. Ranck Electric, Inc. is an EEO employer who maintains a policy of nondiscrimination with respect to all employees and job applicants. All employment actions are made without regard to any protected class. Employment actions are based solely on qualifications, merit, and performance, subject to the business requirements of the company. No employee is to discriminate against another employee or prospective employee or make disparaging comments on the basis of his or her race, color, national origin, religion, sex (including pregnancy), age (40+), citizenship status, marital status, sexual orientation, gender identity, disability, veteran status, height, weight, genetic information, or any other status protected by federal and state law.

This policy applies to all terms and conditions of employment, including:

- Recruitment, hiring, placement, transfer, promotion, and demotion
- Training, development, and educational assistance
- Compensation and benefits
- Performance reviews
- Disciplinary action
- Employment separation

Additionally, the company will work with disadvantaged companies in the industry or related industries, as stipulated by contracts.

HARASSMENT STATEMENT

Because family is a core value at J. Ranck Electric, we strive for an environment of respect and kindness for all employees. This includes a work environment that is safe and free of discrimination, intimidation, hostility, or other offensive factors that may interfere with a person's work. We will follow all applicable state and federal laws in prohibiting discrimination and harassment of any type, in the workplace and while performing any and all work-related duties. "Workplace" is not limited to a company facility but includes all company functions (on/off site), business travel, vendor locations, customer locations, and any other location where company business is conducted. All employees are covered by and expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Managers who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to report, are in violation of this policy.

COMPLAINT REPORTING

An employee who believes they have been the victim of or witness to conduct prohibited by this policy, should report their concern to HR as soon as possible after the incident has occurred. HR will work with the complainant to draft a written statement, to include the nature of the incident, date(s) and place(s) alleged incident took place, and name(s) of individual(s) known to be involved. Any employee who knowingly presents a false or frivolous claim that is proven to be untrue is subject to disciplinary action, up to and including termination, and may also be subject to legal action.

INVESTIGATION

All complaints will be investigated promptly, thoroughly, confidentially, and impartially by HR or a 3rd party investigator. The investigator will discuss the complaint with all parties and question all employees who may have knowledge of either the alleged incident or similar situations. The complaint and investigation will be documented and remain confidential, except in circumstances where others have a need to know. Interim measures may be taken pending a full investigation and resolution of the complaint, such as temporary reassignments, suspension, or separation of the complainant and respondent. If the investigation substantiates the allegation, the individual will be subject to disciplinary action, up to and including termination.

RETALIATION

Retaliation in any form will not be tolerated by the company. EEO laws prohibit punishing employees or job applicants from asserting their rights to be free from employment discrimination, including harassment, even if they did not use legal terminology in asserting their rights. Asserting these EEO rights is called "protected activity" and can take many forms, including:

- Filing or being a witness in an EEO charge, complaint, investigation, or lawsuit
- Communicating with a manager about employment discrimination, including harassment
- Answering questions during an employer investigation of alleged harassment
- Refusing to follow orders that would result in discrimination
- Resisting sexual advances or intervening to protect others
- Requesting accommodation of a disability or for a religious practice
- Asking managers or coworkers about salary information to uncover potentially discriminatory wages

Employment actions that could be considered retaliation, in response to an employee's assertion of protected activity, include:

- Reprimanding the employee or giving a performance evaluation lower than it should be
- Transferring the employee to a less desirable position
- Changing an employee's work assignments with no explanation
- Disciplining an employee for no documented reason
- Engaging in verbal or physical abuse toward the employee
- Threatening to make, or actually making reports to authorities (reporting immigration status, contacting police, etc.)
- Increasing scrutiny of the employee
- Spreading rumors, treating a family member negatively (i.e. canceling a contract with the employee's spouse, etc.)
- Making an employee's work more difficult (purposely changing work schedule to conflict with family time, etc.)

FINAL RECOURSE

The company believes any and all complaints can be resolved internally. Employees are, however, entitled to file complaints with the Equal Employment Opportunity Commission or other appropriate government agency.

SPECIAL MEETING
OF
BOARD OF DIRECTORS

A special meeting of the Board of Directors of J. Ranck Electric, Inc. was held on the 5th of February 2015, 9:00 a.m., on said day in the office of Corporation at 1993 Gover Parkway, Mt. Pleasant, Michigan, pursuant to a written waiver of notice of such meetings, signed by all of the directors, fixing such time and place for the meeting.

We the Undersigned hereto, being officers and directors of J. Ranck Electric, Inc., a Corporation duly organized and existing under the laws of the State of Michigan, do hereby authorize

ADAM RANCK

to bind the Corporation for all bids, notifications, contracts, claims and statements.

Here being no further business to come before the meeting, the same was thereupon adjourned.

Angela M Wood

Angela M. Wood, Vice President/Secretary

Commerce Controls Incorporated

SYSTEMS INTEGRATORS

41069 VINCENTI COURT • NOVI, MICHIGAN 48375 • 248-476-1442
www.commercecontrols.com FAX 248-476-6122

August 30, 2022

Ref: City of Jackson WWTP
SCADA Improvements

Commerce Controls, Inc. Proposal #22-167

Commerce Controls, Inc. (CCI) is pleased to submit the following proposal to provide the Control System Integration services and equipment deliverables for the replacement of the removal and replacement of the existing PLC Panels at the City of Jackson's Wastewater Treatment Plant.

Our proposal is in accordance with the project bid documents and as further detailed herein and acknowledge receipt of Addendum #1 & #2

There are many aspects to a construction project of this nature including the correct technical approach, schedule adherence, quality standards, company capacity, experience and also financial strength. We acknowledge those components and intend to meet and beat project expectations while also operating in a Safe and Healthy job site environment. While we cannot predict every future challenge for any given project, we do believe that past performance is certainly an indicator of what a Client can expect from CCI – projects executed on time, on budget and to a quality that exceeds expectations.

We believe that Travelers assessment and their A+ best rating of our company, an established bond line of up to $40,000,000, our technical credentials and past successful history, together form a statement of performance that will serve to confirm Commerce Controls, Inc as a highly qualified Integrator.

I hope the enclosed information meets expectations and will provide the basis to further discuss this project opportunity.

Respectfully submitted,

Commerce Controls, Inc.

Eric Hine
Michigan Area Business Development
Water Infrastructure Group

GOLD System Integrator
A ROCKWELL AUTOMATION PARTNER

PROPOSAL

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

Date: **8/30/2022**

In compliance with your invitation for bids dated **July 21, 2022** to perform **CITY OF JACKSON WWTP SCADA IMPROVEMENTS**

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

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of **Commerce Controls, Inc.**
   organized and existing under the laws of the State of **Michigan**
   with offices at **Novi, Michigan**
   (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# **382174530**

(Corporate Seal, if applicable)

Name of Bidder: Commerce Controls, Inc.

Signed By: Harold Klenk

Its: President

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, **Commerce Controls Inc., 41069 Vincentl Court, Novl, MI 48375**, as Principal, and **Travelers Casualty and Surety Company of America**, as Surety, are held and firmly bound unto **City of Jackson , 161 W. Michigan Avenue, Jackson , MI 49201**, as Obligee, in the sum of **Five Percent of Accompanying Bid** Dollars (**5%**) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for **City of Jackson Wastewater Treatment Plant Improvements** ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this **30th** day of **August**, **2022**.

Commerce Controls Inc.

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Susan L Small, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of **FARMINGTON HILLS**, **Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **August**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID SHEET

DATE:

PROPOSAL FOR: CITY OF JACKSON WWTP SCADA IMPROVEMENTS

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
1	8/10/22
2	8/25/22

SCHEDULE OF BID PRICES

ITEM NO	DESCRIPTION	TOTAL COST (Base Bid)	TOTAL COST (Alternate)
1	Project Base Bid	**$790,775.00**	
2	Deductible Alternate - Base Bid minus DPP & SPP Panels		**$662,980.00**
3	Computer Hardware Equipment Allowance	$50,000.00	$50,000.00

4	SCADA Software Allowance	$75,000.00	$75,000.00
5	Control Room Furniture Allowance	$20,000.00	$20,000.00
	PROJECT TOTAL	$ **935,775.00**	$**807,980.00**

TOTAL PROJECT BASE BID WRITTEN OUT (Items 1, 3, 4 & 5):

Nine hundred thirty-five thousand seven hundred seventy-five dollars

TOTAL PROJECT ALTERNATE BID WRITTEN OUT (Items 2, 3, 4 & 5):

Eight hundred & seven thousand nine hundred eighty dollars

Submitted Bid:	**8/30/22**
Labor Costs:	**$225,030.00**
Materials Costs:	
Equipment Costs:	**$565,745.00**
Possible Change Orders:	**No change orders anticipated**

Bidder's Name:	**Eric Hine with Commerce Controls, Inc.**

Address:	**41069 Vincenti Ct.**
City, State, Zip:	**Novi, Michigan 48375**
Telephone:	**(734) 751-2593**
Fax:	**(248) 476-1442**
Email Address:	**ehine@commercecontrols.com**
Federal ID Number:	**382174530**
Bid Signed By: Print or Type	**Eric Hine**
Title:	**Michigan Area Business Developement**

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 Eric Hine Its Michigan Area Business Developement

CONTRACT COMPLIANCE

DATE: July 21, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

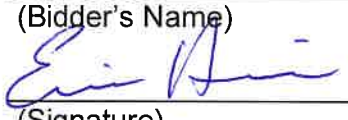
Commerce Controls, Inc. certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation,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

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

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

Dated: **8/30/2022**

By: **Eric Hine**
(Bidder's Name)

By: 
(Signature)

By: **Sales Engineer**
(Title)

41069 Vincenti CT
Address

Novi
City

Michigan 48375
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Contractor further agrees to the following:

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

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

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

NAME OF BIDDER: Commerce Controls, Inc.

ADDRESS: 41069 Vincenti Court
Novi, MI 48375

SIGNED BY: D M Baylor

TITLE: Controller

DATE: 8/26/22

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 8/26/22

By: Deanna M Baylor
(Bidder's Name)

By: Deanna M Baylor
(Signature)

By: Controller
(Title)

41069 Vincenti Court
Address

Novi
City

Michigan 48375
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF **Michigan**)
ss
COUNTY OF **Oakland**)

Eric Hine, being first duly sworn, deposed and says that:

1. He is **Sales Engineer** of, **Commerce Controls, Inc.** the Bidder that has submitted the attached bid;

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

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

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

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

Dated: **8/30/2022** By: Eric Hine **Commerce Controls, Inc.**
(Company)

By: **Sales Engineer**
(Title)

Subscribed and sworn to before me, a Notary Public, this 29th day of August, 2022.

Lisa A Engels

Notary Public, Oakland County,
My commission expires: 05-17-2024

LISA A. ENGELS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 17, 2024
ACTING IN COUNTY OF Oakland

SECTION C

Subcontractors

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

Shaw Electric Co. - Electrical Installation

Guidance Logic - Network Services

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

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

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

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

Dated **8/30/2022**

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Eric Hine	**Commerce Controls, Inc.**
Telephone	Email Address
734.751.2593	**EHine@CommerceControls.com**

Contract or matter pending with the City:

Jackson WWTP SCADA Improvements Project

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

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

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

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

Property address: _____

Property interest: _____

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

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: _____

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:

Eric Hine
Signature

STATE OF MICHIGAN)
SE Oakland) SS
COUNTY OF ~~JACKSON~~)

The foregoing instrument was acknowledged before me this 29th day of August, 2022,
By Eric Hine.

LISA A. ENGELS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 17, 2024
ACTING IN COUNTY OF Oakland

Subscribed and sworn before me, this 29th day of August, 2022, a Notary Public in and for Oakland County, Michigan.

Lisa A Engels
(Signature)
NOTARY PUBLIC
My Commission expires 05-17, 2024

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	**Commerce Controls, Inc.**
ADDRESS:	**41069 Vincenti Court**
CITY, STATE, ZIP:	**Novi, MI, 48375**
TELEPHONE:	**248.476.1442**
OFFICERS:	
President: **Harold Gardynik**	Email Address: **hjgardynik@commercecontrols.com**
Vice President: **Joe Gardynik**	Email Address: **jgardynik@commercecontrols.com**
Secretary: **Joe Gardynik**	Email Address: **jgardynik@commercecontrols.com**
Treasurer: **Harold Gardynik**	Email Address: **hjgardynik@commercecontrols.com**
CRITERIA 2:	
How many years has your organization been in business under your present firm name? **45 Yrs**	
PARENT COMPANY NAME:	**Commerce Controls, Inc.**
STREET ADDRESS:	**41069 Vincenti Court**
CITY, STATE, ZIP CODE:	**Novi, MI, 48375**
UNDER CURRENT MANAGEMENT SINCE (DATE):	**October 18, 1977**

CRITERIA 3:

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

Michigan Dept of Licensing and Regulatory Affairs ID# 800088552

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

As a professional service(s) industry, CCI does not have a "Trades" style training program. Our employees often have 4-year degrees in electrical and new hires go through our internal training program.

CRITERIA 4:

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

Commerce Controls, Inc, confirms that all parties working under this project will maintain all applicable licenses for the duration of this project.

CRITERIA 5:

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

Commerce Controls, Inc participates in the E-Verify program.

E-Verify information has been included in this document.

CRITERIA 6 (ATTACHMENT REQUIRED)

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

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

_____ NONE

See attachment for case information

CRITERIA 9:

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

_____ NONE

See attached letter

CRITERIA 10:

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

_**X**__ NONE

CRITERIA 11:

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

Name:	**Acord via VTC Insurance Group**
Type of Coverage:	**See attached sample**
Telephone:	**(248) 471-0970**

Are you self-insured for Worker's Compensation Insurance? Yes_____ No__**X**__

CRITERIA 12 (ATTACHMENT REQUIRED):

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

CRITERIA 13:

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

__X__ Yes, we have a Fitness for Duty Program

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

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Commerce Controls, Inc has provided a warranty for Labor, Equipment & Materials as defined in the specifications.

CRITERIA 15:

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

Commerce Controls, Inc. confirms it will honor Federal, State & Local Wage laws as applicable.

CRITERIA 16:

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

Commerce Controls, Inc. acknowledges our obligation to comply with this Ordinance.

CRITERIA 17:

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

Please see attachment for criteria 6 - change management.

CRITERIA 18:

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

See attached ORG chart.

CRITERIA 19 (ATTACHMENT REQUIRED):

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

CRITERIA 20:

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

CRITERIA 21:

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

CCI's intention is to work along side with the owner and owners engineer to ensure the project is delivered without any interruptions.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved. **See attachment for criteria 19.**

SS

CRITERIA 23:

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

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

_____ Yes

_____ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

__**X**__ Yes _____ No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

Due to the overall nature of this project, CCI anticipates utilizing 100% of our own staff.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

Print Firm Name/Principal

Signature/Principal

Date

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

Due to the overall nature of this project, CCI anticipates utilizing 100% of our own staff.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

COMMERCE CONTROLS, INC. / HAROLD GARDYNIK

Print Firm Name/Principal

Signature/Principal

8/30/2022

Date

An official website of the United States government
Here's how you know

Edit Company Information

Company Name (required)

Commerce Controls Inc.

Doing Business As (DBA) Name

Employer Identification Number (EIN) (required)
9 digits, numbers only

382174530

DUNS Number
9 digits, numbers only

085042901

Unique Entity Identifier (UEI)
12 characters, numbers and letters only

Total Number of Employees (required)

20 to 99

NAICS Code(s)

3-Digit NAICS Code (required)		Description
541	Look up a Code	Professional, Scientific, and Technical Services

Cancel Save

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

Commerce Controls Incorporated

PROJECT METHODOLOGY & PROJECT APPROACH

CCI's delivery team (refer to organizational chart and resumes) for the Jackson WWTP Project are seasoned and experienced Controls Systems professionals with many years experience working on municipal wastewater projects and are permanent members of our Water Infrastructure group. The named staff (including Tom Paul, CCI's Director of Engineering) has an average of nineteen (19) years employment with CCI and in some instances have several more years experience in the Water Infrastructure industry from previous careers. Additionally, and also important, our Water Infrastructure staff has significant understanding of the water treatment process which often proves beneficial working alongside the Owner and Construction Manager etc.

PROJECT METHODOLOGY

The successful deployment of any project begins during the estimating and proposal process. It is during the development of the proposal that contract bidding documents are first examined, and approaches and methods for project execution are developed. At CCI the proposal team includes Sales, Estimating and Engineering Management.

Using proven estimating techniques the project is separated by areas, disciplines, skill sets and duration of activities. CCI resources are reviewed for both technical and capacity suitability. The goal being to present to the client a well organized and complete proposal that meets or beats the project specification requirements and that is priced correctly for the work at hand. This proposal will include work descriptions, equipment deliverable lists, clarifications and if appropriate value add voluntary alternate pricing. If awarded the contract, the proposal will be a key tool for the selected Project Manager providing a "Road Map" for project execution.

Project Management

Critical to the successful delivery of a large scale, multiyear project is the selection of our Project Manager and his ability to work collaboratively with all the project stake holders including the subcontractors, suppliers and CCI team members. The PM must not only be expert in our internal operations, methods and systems but must possess all the skills required to oversee the design, procurement, construction and field testing of a complex controls architecture. In addition and equally as important, the Project Manager must have a thorough understanding of the process to be controlled and monitored. By combining these skill sets CCI's Project Manager will be able to proactively engage in design decisions, identify process opportunities for cost value and spearhead CCI's effort in ultimately delivering the project to the owner in accordance with specifications, focused on quality, meeting schedule requirements and under budget.

CCI's Project Manager(s) report to the Group Engineering Manager and will be the primary point of contact during the execution of the project. The PM has the responsibility to schedule, secure resources and deliver the project on time and within budget. He has the authority to make adjustments where appropriate and to ensure that project quality is maintained, that our scope of work (contract) is adhered to and that client expectations are met. The PM will oversee all areas of the project including submittals, deliverables, testing and deployment and will hold regular client meetings to confirm project progress. The PM is also responsible for coordinating all field activities including surveys, understanding field installation progress and associated start up.

CCI's Project Manager will retain overall responsibility throughout to course of the project, we will also provide a Field Manager/Superintendent to oversee day to day site activities and maintain our collaborative efforts during all phases of our site work. The field Manager shall have the authority to make decisions associated with field work and scheduling activities.

Commerce Controls Incorporated

Schedule Management

The project bidding documents include milestone schedule dates and associated description of activities that, if adhered to by all major contributors will ensure the project is delivered in the time frame specified. CCI has evaluated this schedule and we believe that not only can we meet the timeline requirements but we intend to complete our commitment to those dates ahead of schedule.

The schedule as presented outlines major activities; it will be CCI's responsibility to further develop this schedule for our use and to layer in our activities to verify compliance. By taking this approach, we will be proactive in being able to predict our resource requirements both for engineering and design work (typically in-house activities) and also for field support. We will seek to identify possible schedule 'Bottlenecks" and long lead equipment delivery items and also potential areas for "Pull ahead" to offset such occurrences.

It will be the responsibility of CCI's Project Manager to coordinate internal (CCI) and external (subcontractor, equipment and software suppliers) resources to deliver the project in accordance with the schedule and to keep The City of Jackson appraised of any threats to schedule compliance. It is possible that site conditions or external issues beyond our control (other contractors etc.) may dictate changes to the schedule either to advance, delay or alter the sequence of delivery, the impact of any changes must be quickly assessed and conflicts rectified. Opportunities for maintaining and advancing the schedule will continually be assessed and may include staff adjustments and/or alterations to our manufacturing sequencing.

Consideration must also be given to available lay down and storage areas and potential interferences including work beyond our control. Adequate time must be allowed for submittal review (and reasonable modifications). Once the schedule is complete, it will be the PM's responsibility to coordinate our resources to deliver the project to schedule.

Regular internal team meetings including Engineering, Manufacturing, Purchasing and Field Service will provide ongoing information necessary for schedule updates and progress confirmation and quality compliance. In addition CCI overall production meetings provide an independent watch over delivery compliance.

Cost Management.

Initial budgets are established during the bidding and proposal process, these budgets are refined as a result of pre award clarification meetings and discussions regarding purchased or declined options etc. At CCI our budgets are established for and by each engineering discipline (including travel allowances) and for every piece of purchased equipment and software package.

The methods for controlling these costs include monitoring and comparison of actual progress accomplished to hours and monies expended and to balance of committed funds including contingency allowances. Scope change requests that alter the cost basis (additions or deletions) once confirmed by written purchase order will serve to adjust the budget(s).

A means of tracking specific "Tasks" within any budgeted discipline is also utilized, providing the Project Manager with the ability to track an unlimited number of sub-categories for cost or performance purposes.

Commerce Controls Incorporated

Change Management.

CCI does not embark on a new project with the intention of seeking or obtaining change orders. Change orders specifically as a result of project revisions very often require additional research that may not be covered within the cost of the change and the potential for disruption to the schedule and resource planning can be significant. It is however; inevitable that for some projects changes will be required and that these changes could result in additional costs to the project.

CCI will make every effort to identify potential modifications starting as early as the bidding phase. This is done by presenting the client with "Request for Information" (RFI) documentation prior to the bid in order to keep changes to a minimum during the construction phase(s) of the project.

Very often during our projects we have been able to identify cost savings – this again can be done during the bid phase as "Value Engineering" initiatives and also in an ongoing manner during construction. Savings identified post contract, will be communicated to the client and a "Tally" sheet may be kept (with client approval) such that any future additional costs may be nullified.

If changes in design are required, either as a result of an error or for any other reason, we will review such requests for cost and schedule impact and determine if we can suggest means to meet the intent of the change request with minimal cost and schedule impact to all parties. We expect that all changes to the project will be submitted in an open book format with costs fully explained.

Quality Management.

We at CCI recognize the value that ensuring quality provides to ourselves and our customers. It is the policy of CCI that quality management shall be integrated into all aspects of our operation to ensure that our goods and services conform exactly to the project requirements and meet the needs and expectations of both ourselves and our Customers. Quality Assurance at CCI is accomplished by various individuals depending on the project phase. During design, project reviews and design checking are the responsibility of the Director of Engineering and Quality, in association with the Project Manager.

The current quality system at CCI is comprised of a combination of documented guidelines, procedures, forms, feedback tools, and quality meetings, as well as a dedicated test and verification staff. Quality procedures are published in our company Procedures Manual and Engineering Handbook. Commerce Controls, Inc. is a member of the Control System Integrators Association, a peer group of systems integrators worldwide. The CSIA has its own certification program based upon its Best Practices and Benchmarks. CCI has embraced the tenants of this program. Commerce Controls, Inc. manufacturing facility is UL 508A and 698A certified. Our design and manufacturing methods conform to UL 508A standards, as well as the National Electrical Code, NFPA 79 the Electrical Standard for Industrial Machinery and SAE HS-1738 the Standard for Electrical Equipment for Automotive Industrial Machinery.

Projects are launched at job kickoff meetings where the scope of the project is detailed to engineering. All specification and proposal documents are thoroughly reviewed by engineering prior to commencing work. Biweekly production meetings allow opportunity for discussion on all aspects of projects. In regular quality meetings with department management we analyze problems and develop solutions.

All project documentation is organized and stored on our network for easy access and control.

In our control panel manufacturing, our manufacturing staff test 100% of the panels produced utilizing our custom developed 93-point test procedure document, as well as the custom project drawings

Our testing equipment is comprised of various instruments and signal transmitters to calibrate and test the integrity of the control circuits within our systems. This equipment is certified annually to NIST standards.

These methods further supported by specific Test Plans and submittals developed for the project create a system where projects are repeatedly delivered to highest standard, on time and within budget.

Commerce Controls Incorporated

PROJECT APPROACH

The following narrative provides a brief overview description of the major work disciplines of the project; in general these activities will be performed in the sequence presented. There will however, be several areas where these tasks are performed simultaneously, or components advanced – this sequence of events can better be understood by reviewing an overall project schedule (to be developed).

1. Initial Planning and Coordination.

- Conduct a general review of all project documents with The City of Jackson and Tetra Tech including; specifications, drawings, CCI scope.
- Conduct a site visit to confirm conditions at the WWTP facility.

As a result of this meeting(s) the master schedule may be revised.

2. Sub-contract awards.

Sub-contractors and key suppliers will be issued “Notice to Proceed” or conditional purchase orders subject to acceptable terms, conditions and compliance to specifications and schedule requirements. These shall include:

- Major equipment suppliers.
- Minority and local business partners (if applicable).

3. In-House Design.

3.1. – Instrumentation & Controls Hardware:

Activities during this phase will be predominantly completed during the early stages of the project schedule. We will commence with the preparation of overview information for presentation at a Preliminary Design Review meeting. Following acceptance of submittal format etc. we will proceed to develop detailed submittal packages for the controls system including:

- Equipment Deliverables (Servers, workstations, radios, field devices etc.).
- Control System Schematics.
- Control Panel Layouts.
- Network Architecture diagrams.

3.2 – Miscellaneous:

Additional submittals will also include:

- Factory Test Plan.
- Site Commissioning Test Plan.
- Operations and Maintenance (O & M) Manuals.
- Training materials.
- As Built and Record drawings,

4. Manufacturing and Procurement:

We are aware of the critical importance of schedule management and will pay a great deal of attention to this facet of the project. We will work closely with Jackson and the Tetra Tech in developing and adhering to project delivery schedule requirements. All stakeholders shall be kept informed of any schedule variances and appropriate adjustments will be made. We will coordinate with our suppliers and vendors to ensure compliance to the project schedule

4.1. Equipment:

Following drawing and equipment submittal approval, we will proceed to first order long lead equipment. All equipment will be scheduled for delivery to meet either field installation requirements or control panel construction schedules.

4.2. Control Panel Construction:

For quality and schedule control the enclosures will be manufactured by Thermal Designs and Manufacturing (TDM). TDM is a UL certified panel fabricator building to NEMA standards and is a wholly owned subsidiary of CCI.

4.3. Control Panel Assembly:

The panel assembly and wiring will be performed at CCI's Novi, MI facility – CCI is UL 508A / UL 698A certified. All control panels will be subjected to a rigorous Quality check including both a non powered visual and mechanical inspection followed by a powered test. Any non-compliance issues or damaged components will be replaced / corrected.

5. Factory Testing.

5.1. Factory Acceptance Test (FAT).

This test will be performed at CCI facilities Novi, Michigan with Tetra Tech. and will include PLC and RIO control panels and potentially other equipment requiring communications VFD's etc. (field instruments will NOT be a part of this test.). The test will follow the plan previously submitted and approved. To the fullest extent practicable we will verify connectivity, communications and simulate control and sequencing. SCADA programs, PLC programs and radio configuration (if applicable) will be verified. Alarms will be individually triggered, all graphic screens (data points, readings etc.) and security access level shall be proven. At the conclusion of this test a "Findings" report will be submitted.

6. Field Activities.

Safety will be our number one priority and shall be the first point of consideration before work will commence at any location.

The goal is to have an injury free, zero lost time project. This will be a responsibility of ALL personnel including representatives the Prime Contractor, CCI staff and our suppliers and partners. Safety conformance may include:

- Appropriate Personal Protection Equipment (PPE's).
- Lock Out-Tag Out procedures.
- Safety harness and tethering for elevated work.
- Daily meetings and reporting.

6.1 System start-up

While it is not necessary for a completed installation in order to commence field activities, any given work area should be completed to the point where work can be performed efficiently and without interruption.

- Field Testing, Adjusting and Commissioning (Start-up and Start-up Testing) : CCI field technician(s)/engineer(s) will perform the following activities to ready the system for the witnessed Performance Verification Test:

- Loop/Component Inspections and Tests: Verify the instrument installation and maintain a "Certification of Proper Installation Report" (COPI) for each new device supplied by CCI. Each device will then be field tested, adjusted if required and calibrated or verified through its range of operation and a "Calibration Report" will be created and submitted.

- Un-witnessed Loop Checkout: Perform an un-witnessed wiring point-to-point check. Once completed, CCI will submit signed loop sheets (supplied or self generated) on a weekly basis.

- System Commissioning: Verify the PLC/SCADA programming and equipment operation on a loop-by loop basis by validating the sequence of operations, PID loop tuning, alarm reporting, and system recovery. Once completed, CCI will submit a signed “Commissioning Validation Sheet” for each loop on a per system basis and provide a report in preparation for the witnessed test.

- Performance Verification Testing (witnessed): CCI will support the Tetra Tech to demonstrate to the Owner that the control system operates in compliance with drawings, specifications and contract requirements and performs in accordance with the sequence of control as detailed in the testing procedures submitted.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Commerce Controls, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
41069 Vincenti Court

Requester's name and address (optional)

6 City, state, and ZIP code
Novi, MI 48375

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
3 8 – 2 1 7 4 5 3 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ JM Baylon Date ▶ 1/14/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

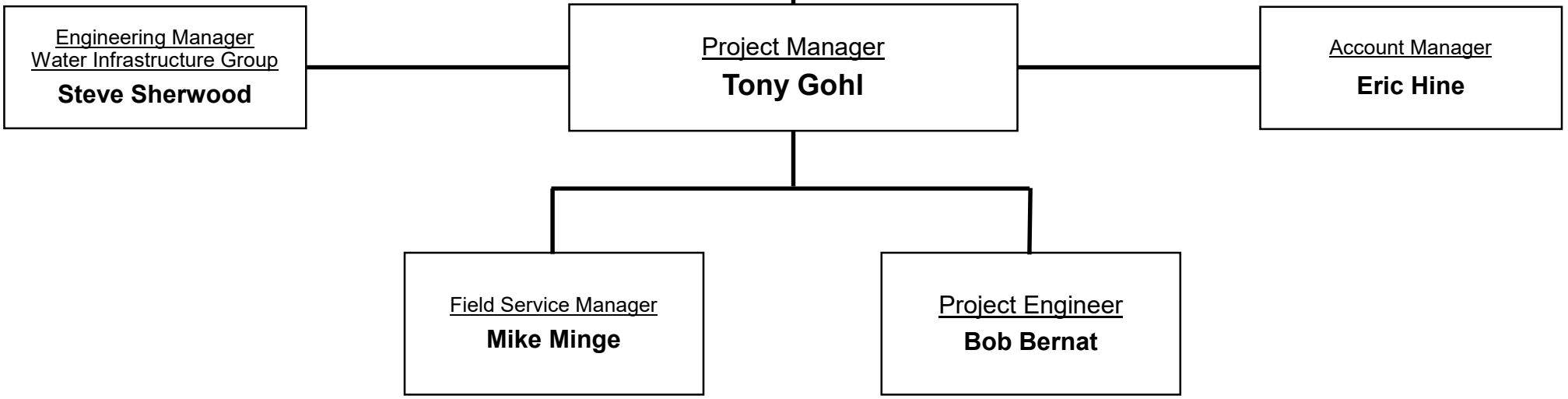
Commerce Controls Incorporated

Project Team Chart

Tetra Tech

City of Jackson, Michigan

CCI Project Staffing



VTC
INSURANCE
GROUP

January 19, 2022

Re: Commerce Controls, Inc.

To Whom It May Concern,

We are the bonding agent for Commerce Controls, Inc. The Travelers Casualty and Surety Company of America considers them to be an extremely capable, very well managed and highly successful construction company. They have had a long standing, valued relationship with Commerce Controls, Inc. The company has performed numerous large construction projects to the complete satisfaction of the owner and the bonding company. Travelers has established a bond line of $10,000,000 single and $40,000,000 aggregate.

The Travelers Casualty and Surety Company of America has an A++ A.M. Best rating and is willing to execute the necessary performance and payment bonds of behalf of Commerce Controls, Inc. once the appropriate request and underwriting documentation is received. Please give us a call if you would wish additional information concerning this outstanding construction operation.

Sincerely,

Steven K. Brandon

Steven K. Brandon
Vice President

SKB/ty

Commerce Controls Incorporated

Litigation Cas #1 (1 of 2)

Nature of Lawsuit: Subrogation

Case: 15-012569-CK.

Cause: Structure Failure

Court: Wayne County Circuit Court

Filed: September 28, 2015

Amount: Undisclosed.

Parties: Plaintiff: Westfield Insurance Company
Defendant: Jenkins Construction
Defendant: Wade Trim and Associates
Defendant: Ecorse Creek Pollution Abatement Drain #1 Drainage District
Defendant: Doublejack Electric Company
Defendant: Commerce Controls Inc.

Resolution: Dismissed, September 6, 2016.

Details:

This claim arises out of a partial roof collapse at the Ecorse Taylor Basin, a retention basin owned and operated by Wayne County Department of Public Services. While the basin is unmanned, the structural failure is believed to have occurred on 4/19/13, approximately 18 months after the completion of the rehabilitation project, in which this claim arises out of. The rehabilitation project provided Structural, Mechanical, Electrical, and Instrumentation & Control improvements to the Ecorse Taylor Basin facility. Subcontracted through the electrical installation contractor, Commerce Controls furnished the equipment and services as required to complete the Instrumentation & Control improvements. Subsequent to the structural failure, all contractors associated with previous project were named as parties in a lawsuit filed by the Ecorse Creek Pollution Abatement Drain #1 Drainage District. Commerce Controls Inc. was named as a third party defendant and subsequently dismissed with prejudice during the case evaluation process. Commerce Controls received an order of dismissal and was released from this action on 8/3/15. Subsequent to Commerce Control's order of dismissal, the insurer to Commerce Control's contract holder (Doublejack Electric), filed an independent claim against all parties, including their insured, named in the prior lawsuit. Wayne County Circuit Court dismissed Commerce Controls on September 6, 2016. The action remained for other parties.

Commerce Controls Incorporated

Litigation Case #2 (2 of 2)

Nature of Lawsuit: Breach of Contract

Cause: Failure to Pay

Amount of Claim: $736,516.20

Case: 18-010848-CB.

Court: Wayne County Circuit Court

Filed: August 28, 2018

Parties: Plaintiff: Commerce Controls Inc.
Defendant: Rotor Electric Company of Michigan
Defendant: Liberty Mutual Insurance Company
Defendant: J.F. Cavanaugh Company
Defendant: Charter County of Wayne, Michigan

Resolution: Case remanded to mediation, settled December 11, 2018

Details:

This claim arises out of a construction project identified as Control No. 37-14-070 SCADA, Disinfection and Meter Improvements for Rouge Valley and Combined Sewer Overflow RTD's, which provided for Structural, Mechanical, Electrical, and Technological improvements to several waste-water treatment facilities & systems owned and operated by Wayne County, and the Wayne County Department of Public Services. Commerce Controls (CCI) entered into a subcontract with Rotor Electric Company (REC) on December 15, 2014 in the amount of $1,411,869, pursuant to which CCI agreed to perform the required Technological Upgrades, which generally consisted of furnishing SCADA Hardware & Software, Control Panels, Instrumentation, supported with Programming, Commissioning, Documentation, and Training services. CCI fully and timely performed under our subcontract, as well, the overall project completed, with final completion recorded as October 5, 2017. As of August 28, 2018 CCI was still owed $736,516.20. Both Rotor Electric and the Primary Contractor, J.F. Cavanaugh, agreed CCI performed per our contract however J.F. Cavanaugh had not been paid in full by Wayne County, and correspondingly, Rotor Electric had not been paid in full by J.F. Cavanaugh. Required by contract, J.F. Cavanaugh needed to coordinate and complete a Project Close-out meeting with Wayne County. This meeting intended to settle any outstanding claims, execute waivers, execute letters of warranty, and ultimately approve the Primary Contractor's application for final payment. While J.F. Cavanaugh exhausted numerous efforts to arrange this final meeting, their solicitations & ultimately demands we're ignored with Wayne County unresponsive. By all appearances Wayne County and/or its representatives abandoned the project upon the contractors' completion of the work. The subsequent action filed by Commerce Controls unfortunately was necessary to bring the parties in communication together. Around the time the project completed, coincidently, Wayne County just finalized the sale of its wastewater system in whole, to a new owner - the Downriver Utility Wastewater Authority (DUWA). Operation of the system would continue under DUWA, with the Authority maintaining ownership and oversight, while outsourcing daily operations and management to a third party - Veolia North America. As this complicated transition progressed and took shape, a large majority of Wayne County's staff, transferred away from the county, accepting employment with DUWA, Veolia, or elsewhere. Related to the completion our project, this sudden and widespread shuffling of resources left the Wayne County with very thin representation - not aware of the still pending matter, without proper background or familiarity to facilitate the close-out, and without the authority approve the large final payment. Related to the legal action taken; upon a meeting of the parties, the Wayne County Circuit Court remanded the matter to mediation. A single day mediation session succeeded on December 11, 2018, during such, a settlement agreement was reached between all parties.

Commerce Controls Incorporated

SYSTEMS INTEGRATORS

41069 VINCENTI COURT • NOVI, MICHIGAN 48375 • 248-476-1442
www.commercecontrols.com FAX 248-476-6122

August 26, 2022

To Whom it May Concern:

On May 31, 2018, we received our MIOSHA inspection results based on the inspection conducted on April 4, 2018. The inspection report, which issued 2 Citations, identified 5 Serious and 5 Other-than-Serious conditions. Please find that each of these have been addressed and the open citations have been investigated and have established/implemented the applicable corrective actions. We received confirmation that our inspection case was completed and closed.

If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Denise Olheiser

Denise R. Olheiser, PHR, SHRM-CP
Human Resources Manager
Commerce Controls, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2022

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

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

PRODUCER	CONTACT NAME: Connie Tornow
VTC Insurance Group 37000 Grand River Ave Ste 150 Farmington Hills MI 48335	PHONE (A/C, No, Ext): (248)471-0970 FAX (A/C, No): (248)471-0641 E-MAIL ADDRESS: ctornow@vtcins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Commerce Controls Inc. 41069 Vincenti Court Novi MI 48375	INSURER A: Charter Oak Fire Insurance	25615
	INSURER B: Travelers Prop. Cas.Co. Of Ame	25674
	INSURER C: Scottsdale Insurance Company	
	INSURER D: QBE Specialty Insurance Company	
	INSURER E: RSUI Indemnity Company	
	INSURER F: Burlington Insurance Company	

COVERAGES **CERTIFICATE NUMBER:** 22-23 LIAB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ZLP61N29122	6/30/2022	6/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA1N160081	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP5J181873	6/30/2022	6/30/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB6K77769720	6/30/2022	6/30/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased/Rented Equipment			QT6605086M867	6/30/2022	6/30/2023	LIMIT:	$50,000
C	Professional & Cyber Liability			EKI3429671	5/15/2022	5/15/2023	COMBINED LIMIT:	$1,000,000

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

CERTIFICATE HOLDER

Travelers
1441 W. Long Lake Rd.
Suite 300
Troy, MI 48098

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

S Brandon VP/CTORNO

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Commerce Controls Incorporated

STATEMENT OF STAFFING CAPABILITIES AND LABOR SOURCES

CCI's project delivery team (including subcontractor(s)) for the Jackson WWTP Project will be staffed in accordance with state and federal law.

Commerce Controls Incorporated

REFERENCE PROJECT

Genesee County, Michigan Water Treatment Plant

Project Description:

Provide the control system for the treatment plant by networking the Master PLC Control Panel with Remote I/O Panels for each of the plant processes. Provide a new SCADA system configured in a virtualized environment communicating to the PLCs via a managed network which included all of the variable frequency drives.

CCI Role & Responsibilities:

- Subcontractor to the Electrical Subcontractor who was hired to procure the Switchgear and MCCs including the Instrumentation and Control Systems. Project scheduling and coordination with Genesee County for site factory testing, commissioning, and final acceptance testing.
- Control Panel design and fabrication including schematic drawings and related submittals, field instrument procurement.
- PLC, SCADA, HMI, Network design and programming.
- On site commissioning, System start up and Operator training

Contract Value $1,134,851.00

Type and Brand of SCADA / PLC Technology

Rockwell Automation ControlLogix & CompactLogix PLC's
Rockwell Automation Variable Frequency Drives
GE iFix SCADA Platform

Project Completion: December 2019

Contact: Matt Raysin, P.E.
Assistant Director of Engineering

Genesee County Water & Waste Services
G-4610 Beecher Road
Flint, Michigan 48502

Ph 810 732 7870

Commerce Controls Incorporated

REFERENCE PROJECT

City of Tallahassee Underground Utilities – SCADA Upgrade and Replacement

Project Description:

Provide a combination of new and upgraded RTU panels at four (4) repeater sites and approximately one hundred and ninety (190) remote locations including Water/Wastewater, Natural Gas and Stormwater sites. Provide a new dedicated SCADA system with communication to the RTU's by private wireless network with radio failover capabilities.

CCI Role & Responsibilities:

- Act as the Prime Contractor, hire subcontractors for electrical installation, and training services (video recording etc.). Project scheduling and coordination with the City of Tallahassee for factory testing, site-by-site installation, site demolition, re-installation and acceptance testing.
- Control Panel design and fabrication including schematic drawings and related submittals, field instrument procurement
- PLC, SCADA, HMI, Network design, radio configuration and programming.
- On site commissioning, system start up and Operator training

Contract Value $4,704,542.00

Type and Brand of SCADA / PLC Technology

Emerson ControlWave PLC's
GE Orbitz radio with cellular and radio communication.
Ignition SCADA Platform

Project Completion: August 2018

Commerce Controls Incorporated

REFERENCE PROJECT

Northeast Regional Sewer District (NEORSD) – Easterly CSO Tunnel Dewatering Pump Station

Project Description:

Install approximately 331 lineal feet of 8'-6" inside diameter tunnel connecting and existing ECT Shaft 1-1 to the newly constructed Tunnel Dewatering Pump Station that includes excavated dimensions of approximately 140 feet long by 56 feet wide by 68 feet high, in order to construct two (2) shafts 45 feet in diameter (240 deep) and install an isolation fate and related equipment into an existing shaft. The pump station housed seven (7) dewatering pumps & two (2) emergency sump pumps along with the associated valves, piping and controls.

CCI Role & Responsibilities:

- Control Panel design and fabrication including loop and I/O drawings and all related submittals, field instrument procurement, (devices supplied to mechanical/electrical contractors for their installation) and coordination with Vendor Packaged equipment suppliers.
- PLC, SCADA, HMI, Network (Ethernet & DeviceNet) design, configuration and programming.
- On site instrument calibration and commissioning, system start up and Operator training. Verification procedures including Certificate of Proper Installation (COPI) for provided equipment, Operational Testing, Functional Testing, Performance Testing/Tuning & and Acceptance Testing were performed in conjunction with the Contractor and Owners representative.

Contract Value $1,490,796.00

Type and Brand of SCADA / PLC Technology

Rockwell ControlLogix & Remote I/O system
Rockwell Flex I/O system
Rockwell FactoryTalk ME (for PanelView OIT's)
Wonderware System Platform

Project Completion December 2018

Contact: Paul McGuire, P.E.
PC&A Commissioning Manager

Northeast Ohio Regional Sewer District.
3900 Euclid Ave.
Cleveland, Ohio 44115

Ph 216 881 6600 ext. 6443

Commerce Controls Incorporated

REFERENCE PROJECT

Project Description:

Walled Lake – Novi Wastewater Treatment Plant Instrumentation & Controls Improvements. This improvement project included replacing programmable logic controllers (PLCs) with new; installing computers, servers, industrial workstations, and associated hardware and software; installing power and pressure monitoring equipment on existing blowers; installing dissolved oxygen analyzers; automating filters; modifying pump controls; and replacing manually operated valves with electrically actuated valves.

CCI Role & Responsibilities:

- CCI was the Prime Contractor for this project. We subcontracted electrical and mechanical contractors, provided overall coordination and scheduling services. In addition we self performed the Control Panel design and fabrication including loop and I/O drawings and all related submittals, field instrument procurement, (devices supplied to the mechanical/electrical contractors for their installation) and coordination with Vendor Packaged Equipment suppliers.
- PLC, HMI, Redundant Server and Network design, configuration and programming.
- On site instrument calibration and commissioning, system start up and Operator training. Verification procedures including Certificate of Proper Installation (COPI) for provided equipment, Operational Testing, Functional Testing, Performance Testing/Tuning & Acceptance to be performed in conjunction with the CMAR and owners representative.

Contract Value $849,895.00

Type and Brand of SCADA / PLC Technology

Rockwell CompactLogix system
Rockwell FactoryTalk View SE
Rockwell FactoryTalk Historian

Commerce Controls Incorporated

REFERENCE PROJECT

Project Description:

The Project consists of improvements to the City of Lima, OH Wastewater Treatment Plant, Baxter Road Pump Station, five (5) Interceptor Control Structures, three (3) Gate Structures and twenty-nine (29) Lift Stations. This Project was a Construction Manager At Risk (CMAR) Bid. CCI received two (2) separate subcontracts on this project, the first as the City of Lima's System Integrator, and the second as the I&C System Supplier.

CCI Role & Responsibilities as the City of Lima System Integrator:

- Work with the City and Project Engineering Team (Jones & Henry) as an arm of the design team to bring the design from 70% to 100% by conducting engineering site surveys, specification review and Instrumentation drawing review. Provide input regarding systems integration best practices and latest technologies.
- Radio communication network design, propagation studies and repeater site surveys utilizing the WTP remote sites for future expansion.
- PLC, SCADA, HMI, Server and Network design, configuration and programming.
- Coordination with Vendor Packaged equipment suppliers
- Construction and Post Construction Phase training. Programming and configuration support for additional enhancements and adjustments as requested by the Owner to be performed after Owner acceptance of the completed system. Onsite support for the City's Data System Group to assist them in making changes to programming, adding devices, or providing other services as requested by the City.

CCI Role & Responsibilities as the I&C Specialty Subcontractor for the CMAR (Peterson Construction Co.):

- Control Panel design and fabrication including loop and I/O drawings and all related submittals, control panel field modifications utilizing Allen Bradley Conversion Kits, field instrument procurement, (devices supplied to mechanical/electrical contractors for their installation).
- On site instrument calibration and commissioning, system start up and Operator training. Verification procedures including Certificate of Proper Installation (COPI) for provided equipment, Operational Testing, Functional Testing, Performance Testing/Tuning & and Acceptance Testing were performed in conjunction with the Engineer, CMAR and Owners Representatives.

Contract Value $2,737,214

Type and Brand of SCADA / PLC Technology

Rockwell ControlLogix system (WWTP)
Rockwell CompactLogix (remote sites)
Rockwell PlantPAX SCADA System

Project Completion 2018

Contact: Matt Fiedler
City of Lima, Data Systems Group
(419) 905-8110

Water Infrastructure Group
QA/QC Guide

Introduction

The Water Infrastructure QA/QC Guide is a collection of operational procedures, best practices, and guidelines. It is intended to document how we do our work, and provide both new and veteran staff guidance.

It is divided into the following sections: Project Management, Engineering, and General. This lead Table of Contents section provides links to the various sections. Clicking on a link (blue text) will navigate to the target section. There is no “return to home” navigation - use the "Previous View" button in your pdf viewer.

These documents are shared in a read-only fashion. Referenced forms are either stored on our network drive, or are available for download.

In each section, there is an available sheet to provide comments and feedback. Please use this sheet to offer your suggestions regarding corrections, enhancements, or additions.

Table of Contents

Project Management

Engineering

General

Commerce Controls Incorporated

Project Management

Key Project Management Areas

Network Project Folder

Project Folder Structure

Project Kickoff Meeting

Job Breakdown Instructions

Project Execution Workbook Instructions

Project Unit Numbers, File Naming

Project Performance Status Instructions

WIG Engineering Utilization Spreadsheet Instructions

Copyright Notice

CSIA Project Management Training

PMI Project Management Body of Knowledge (PMBOK)

Comments

Project Manager

Reports to: Group Engineering Manager

Key Project Management Areas

Scope Management
Fully review the specifications
Fully review our proposal and estimates
Identify any discrepancies between the specification and our proposal
Review the contract to verify it is consistent with our proposal
Ensure that project team members have a complete understanding of the scope.
Define the project - Create Functional Specification

Project Planning
Perform SWOT analysis on project - Identify risks
Develop project plan
Determine phases and milestones of the project
Establish internal and external project reviews

Cost Management
Review the established material and labor budgets for the project
Identify any gaps
Establish the schedule of values for the project
Ongoing - track costs-to-date against the budget and costs remaining.
Establish a schedule for procurement and shipment

Schedule Management
Review overall project schedule
Integrate our tasks and deliverables into a corresponding schedule
Map the schedule of values into the time-line schedule

Resource Management
Identify skill sets required for project
Identify schedule for resources
Continuously review progress

Communications Management
Develop project plan
Establish project communications paths and methods
Establish project reporting
Identify document deliverables
Conduct project reviews

Change Management
Identify project changes
Track project changes
Estimate project changes
Obtain contract change orders

Project Quality Plans
Develop project test plans
Review project designs

Network Project Folder

Project documentation is stored on the CCI network, arranged by group and job number.
Water Infrastructure jobs can be found in the following location:

W:\Jobs

Under this folder are subfolders of jobs, grouped in the hundreds. Under each of these subfolders are the individual job folders.

Job folders are initially generated and populated by Sales, at the time of order entry, following a standardized folder structure.

(Project Folder Structure)

The major folders in the Job folder are:

1. PM - Project Management. Contains financial, performance, scope, schedule, contract, and change info.

2. ENG - Engineering. Contains project design and execution documents, including plans, specs, RFIs, submittals, correspondences, application code, etc.

3. CAD - All CAD, arranged by “dash number”. Also PDF copies of CAD package at submittal phases and final.

4. FLD - Field. Contains field reports, validation reports, calibration sheets

5. Sales Info - Pertinent documents copied from the Sales proposal folder

- **1234 – Job Description**
  - **1. PM**
    - *CCI Project Execution Workbook.xlsm*
    - **1. Financial**
      - *Job Breakdown.xls*
      - **1. AIA Draft Invoice**
        - *AIA Template.xls*
    - **2. Project Performance**
      - *Project Performance Status.xltm*
      - *Project Perf PDFs (last 3-6 mo)*
    - **3. Scope of Work**
      - *Proposal*
      - *Estimates*
      - *Deliverables*
    - **4. Changes**
      - *Project Change worksheet.xlt*
    - **5. Schedule**
    - **6. PO Subcontract**
    - **7. Bond Info**
    - **8. Archive**
  - **2. ENG**
    - **1. Plans & Specs**
      - **1. Plans**
      - **2. Specifications**
    - **2. RFI**
      - *RFI Template.dotx*
    - **3. Design**
    - **4. BOM**
      - *BOM.XLT*
    - **5. Submittal**
    - **6. PLC**
    - **7. HMI SCADA**
    - **8. Correspondences**
    - **9. Transmittals Shippers**
      - *CCI Shipper.xlt*
      - *CCIXMTL.DOT*
    - **10. Manuals**
    - **11. Miscellaneous**
  - **3. CAD**
  - **4. FLD**
    - **1. Cal Sheets**
    - **2. Service Reports**
    - **3. Validation Reports**
  - **5. Sales Info**

Legend: **Folders**

Pre-Populated templates

Project Documents

Project Kickoff Meeting

Policy

After an order has been received, prior to commencement of execution, a Project Kickoff Meeting shall be held to formally transfer project knowledge and responsibility from Sales to Engineering. It shall be the responsibility of the Group Engineering Manager to ensure that this meeting takes place.

Attendees:	Salesman Estimator Group Engineering Manager Project Manager
Additional Invitees:	Group Sales Manager VP of Group Controller Purchasing Manager Manufacturing Manager
Scheduled by:	Group Engineering Manager after verification of key attendees availability

Procedures

As the Group Engineering Manager is made aware of a new project through the receipt of a Project Data package, he will review the information regarding scope and schedule. As part of open and ongoing conversation with the Sales team, he will establish a timeframe for holding a Project Kickoff Meeting. He (with input from Sales) will determine who should attend. He will discuss options for scheduling the meeting, and send out formal meeting invitations to required parties.

Depending upon the scope and schedule of the project it may be advantageous to share project information with Engineering prior to the kickoff meeting.

The Group Engineering Manager shall facilitate the meeting. The Sales Engineer shall conduct the meeting and bring all pertinent information to the meeting. The Sales

Engineer shall conduct a review of the project, including the scope of work, proposal, the estimate, the deliverables, all assumptions and clarifications, and schedule.

A CCI Project Kickoff Meeting Agenda shall be prepared by the Sales Engineer as part of the Project Data package (included as a tab within the Job Breakdown workbook). This agenda shall be attached to the invitation and sent out by the Group Engineering Manager. The Agenda form shall also serve as the meeting review items checklist, and as the formal meeting documentation, to be completed by the Group Engineering Manager, or his designee. It will then be circulated among the attendees for review and comment. The completed Project Kickoff Meeting Agenda (with updates from the comments) shall be added to the Job Folder.

Job Breakdown

The CCI Job Breakdown Excel workbook is used to assist in estimating the values for a bid, and then to track the contract values and invoicing of a subsequent project.

When first opened, there are four tabs visible:

- Cost Data Sht 0 - this sheet presents a summary rollup of bid values in the following categories
    - Engineering Labor - Fed from the Engest sheet, the SCADA Engest sheet, and the Equip Cost Sum sheet (Processing)
    - Start-up Labor - Fed from the Engest sheet the SCADA Engest sheet
    - Shop Labor - Fed from the Equip Cost Sum sheet
    - Panel Equip - Fed from the Equip Cost Sum sheet
    - Field/Other - Fed from the Equip Cost Sum sheet
    - Subcontract - Fed from the Equip Cost Sum sheet

- Equip Cost Sum - this sheet is populated during the estimating phase with equipment and outsourced costs. Also entered is shop manufacturing labor and test, which is a calculated value for panel equipment (originating from panel estimate sheets external to this workbook).

- Engest - this sheet is populated during the estimating phase with categorized engineering and startup hours.

- SCADA Engest - this sheet is populated during the estimating phase with SCADA Specialist engineering hours, typically associated with network / server design and commissioning, as well as supervisory graphical control application development.

On the Equip Cost Sum sheet there is a Common Info button that opens a dialog box for entering workbook-wide common information, such as Quote Number, Job Number, Customer, End User, Description, etc.

On the Equip Cost Sum sheet there is a Unhide Project Sheets button that will expose the balance of sheets to be used during the project execution.

The expanded workbook adds the following tabs:

- Kickoff - this is a form that is used as an agenda during the project kickoff meeting

- Proj Sht 0 - Project Data Sheet. This sheet contains a high level look on the project, including contract value, schedule overview, required drawings, equipment requirements, labor hours, subcontractors, contact info, and general notes.

  This sheet also contains the Create Change Sht button, which is utilized to enter in contract changes, and adds an additional Proj Sht and Cost Data Sht.

- Billing Plan - a calendar schedule of forecasted billings, grouped by Schedule of Values items, and sub-grouped by cost area categories.

- Inv Data Sht - The invoice data sheet is an internally published sheet that is distributed to the Accounting department to provide instructions for invoicing the customer. Its data is imported from the Billing Plan sheet.

- Job History - a summary sheet that summarizes the financial values of all of the project changes and invoices.

- Draft Inv - for projects that require an application for payment prior to invoicing. The data is imported from the Billing Plan sheet, and is presented as a standard AIA G703 form.

The Job Breakdown also supports importing of labor and material estimates. On the Cost Data Sheet, there are two buttons - “Import Labor Est Values” and “Import Material Est Values”. Each will open a dialog box to select the desired file, overwrite the appropriate cells on the Cost Data Sheet, and hide the internal estimate tabs (Engest, SCADA Engest, Equip Cost Sum).

Project Execution

The “CCI Project Execution Workbook” is an Excel spreadsheet file that is located in the PM subfolder of the job. The various tabs of the workbook are used to track overall project status, shipping schedule, submittals, and issues. The tabs are listed below:

- Status
  List of items or dash numbers with area for critical dates and comments

- Panel Schedule
  Prepared and distributed to purchasing and manufacturing to provide both advance notice of schedule, and detail the deliveries.

- Task Number
  Used to track the financial and labor costs of any notable aspect on a job. At the PM’s discretion, a task number is assigned, with a description of the task. That number is applied to all time reporting and material purchases supporting the referenced task. The Accounting department will enter the task number and can query and report on the cumulative costs associated with the task.

- Required Submittals
  List of submittal documents required by the specifications, including status of that submittal.

- Submittal Log

- Open Issues Log

- RFI Log

- COR Log

Project Unit Numbers

At the beginning of project execution, the project deliverables shall be grouped into logical groupings and assigned Unit Numbers. Each separate panel or construction that requires shop labor shall have a unit number. Each field work area shall have a unit number as required.

The unit number shall be a three character field. If the unit is a panel or construction that requires shop labor, the first character shall be the letter “P” (Panel). If the unit is associated with a product that will be shipped to the field without any shop labor, the first character shall be the letter “F” (Field). Otherwise, the first character shall be a number, beginning with zero. The second and third digit will always be a number, beginning with “01”. If the panel or field equipment is associated with the same logical work area, they shall have the same second and third digit designation.

Project Unit Numbers shall be published as a Project Unit List and distributed to manufacturing, purchasing, and accounting.

File Naming

File naming shall conform to the following structure:

aaaa-bbb-cc xxx.....xxx.ext

where
aaaa = four digit job number
bbb = three character unit number
cc = release number or sheet number
xxx...xxx = optional descriptive numbers or letters
ext = valid file extension

Optional description reserved Key Words:
ADD = add/delete/change (bill of material)
SOFTWARE = purchased software
WARRANTY = warranty
TASK = project task number

Examples - Bill of Material:

```
6789-P01-02 BOM.xls
^    ^   ^  ^
|    |   |  Optional text
|    |   Second BOM release for this unit number.
|    Panel number 1
Job number 6789
```

```
6789-P01-03 ADD BOM.xls
^    ^   ^  ^
|    |   |  Optional text indicating change.
|    |   Third BOM release for this unit number.
|    Panel number 1
Job number 6789
```

```
1234-F02-01 Flow meters BOM.xls
^    ^   ^  ^
|    |   |  Optional text
|    |   First BOM release for this unit number.
|    Field equipment for area 2
Job number 1234
```

```
6543-001-05 SOFTWARE BOM.xls
^    ^   ^  ^
|    |   |  Optional text
|    |   Fifth BOM release for this unit number.
|    Unit number 1
Job number 6543
```

Example - Drawings:

```
6543-012-27.dwg
^    ^   ^
|    |   |
|    |   Sheet 27
|    Unit number 12
Job number 6543
```

CCI Project Performance Status Spreadsheet Instructions:

The Project Performance Status workbook is contained in each network job folder under Job Number\1. PM\2. Project Performance. It is to be filled out and updated by the Project Manager in an ongoing fashion. Job cost information data will be provided by Accounting to the Project Manager for entry. This information is reviewed in a monthly Financial Review meeting attended by the company Controller, The group Vice President, the group Engineering Manager, the group Sales Manager, the Project Manager, and occasionally the Sales Engineer.

Summary Tab:

- This tab is a summation of the overall values entered on the remaining tabs.
- Using the information from the Job Book Project Sheet 0:
    - Enter Date
    - Enter Job Number
    - Enter Description
    - Enter the Name of the Salesman
    - Enter the Name of the Project Manager
    - Enter the Job Number
    - Enter the Contract Amount

Material Entry Tab:

Gross (sold) Values from Cost Data Sheet Section

- Each column represents an increase in the job value and correlates to the Cost Data Sheet tabs in the Job Book. If the job book only has project sheet 0 then only enter data in the Change 0 column. If the job has multiple cost data

sheets then enter the data in each change column corresponding to the cost data sheet.

- Using the equipment estimate information from the Job Book Costa Data Sheets:
    - Change 0:
        - § Enter the amounts in the matching rows. This is change 0, base contract
    - Change 1:
        - § Enter the amounts in the matching rows. This is Cost Data Sheet [1], change order 1
    - Changes 2-20:
        - § Each of these columns represents a subsequent change to the project value so enter data in as many columns as there are cost data sheets.

Material Entry Section

- Please note that the costs on this sheet should NOT be inclusive of mark up. This should be base material costs only.
- Cost to Date column:
    - The cost to date can be supplied by Accounting. This value is the sum of the approved and/or paid invoices for this project. This money has been spent. Enter the values from the Accounting report in their appropriate row.
- Committed column:
    - The committed column is the estimated cost of the equipment that has been ordered but has not been invoiced by the vendors to date. If the BOM has been turned over the money is committed. If the Vendor has not invoiced for the equipment this will not be part of the cost to date section.
- Estimate to Complete column:

- The estimate to complete column is the additional funds that are expected to be spent for the particular row. If $X has been listed in cost to date and $Y is committed but there are still parts to order then that total would be listed here.

· The projection column sums the cost to date with the committed cost with the estimate to complete giving the projection. This is a look ahead to verify if the project is projected to remain within budget or not.

Labor Entry Tab:

Hours from Cost Data Sheet

· Each column represents an increase in the job value and correlates to the Cost Data Sheet tabs in the Job Book. If the job book only has project sheet 0 then only enter data in the Change 0 column. If the job has multiple cost data sheets then enter the data in each change column corresponding to the cost data sheet.

· Using the labor information (excluding SACDA) from the Job Book Costa Data Sheets:

- Change 0:
  - § Enter the labor amounts in the matching rows. This is change 0, base contract
- Change 1:
  - § Enter the labor amounts in the matching rows. This is Cost Data Sheet [1], change order 1
- Changes 2-20:
  - § Each of these columns represents a subsequent change to the project value so enter data in as many columns as there are cost data sheets.

SCADA Hours from Cost Data Sheet

· Each column represents an increase in the job value and correlates to the Cost Data Sheet tabs in the Job Book. If the job book only has project sheet 0

then only enter data in the Change 0 column. If the job has multiple cost data sheets then enter the data in each change column corresponding to the cost data sheet.

- Using the SCADA labor information from the Job Book Costa Data Sheets:
    - Change 0:
        - § Enter the labor amounts in the matching rows. This is change 0, base contract
    - Change 1:
        - § Enter the labor amounts in the matching rows. This is Cost Data Sheet [1], change order 1
    - Changes 2-20:
        - § Each of these columns represents a subsequent change to the project value so enter data in as many columns as there are cost data sheets.

Combined Hours from Cost Data Sheet

- The sheet will sum the hours and SCADA hours and place them in this area.

Hours Entry Section

- Labor to Date column:
    - The labor to date can be taken from the Job Hours Report published weekly by Accounting. This value excludes the SCADA hours for this project.
- Estimate to Complete column:
    - The estimate to complete column is the additional hours that are expected to be used for the particular row.

SCADA Hours Entry Section

- Labor to Date column:
  - The labor to date can be taken from the Job Hours Report published weekly by Accounting. This value is only the SCADA hours for this project.
- Estimate to Complete column:
  - The estimate to complete column is the additional hours that are expected to be used for the particular row.

Combined Hours Entry from Cost Data Sheet

- The sheet will sum the hours and SCADA hours used and estimated to complete and place them in this area.

Cost Codes Tab:

- The cost codes tab lists the various cost codes and labels them to which row they would be associated with on the previous tabs.

WIG Engineering Utilization Spreadsheet Instructions

The Water Infrastructure Group Engineering Utilization spreadsheet is a Microsoft Excel spreadsheet that is located on the network in the W:\General\Project Management folder. Its purpose is to represent and project the staff resource needs of all active projects.

It is the responsibility of the Project Managers to maintain this spreadsheet.

Usage

Sheet 1 tab - This is the main sheet. As a project is initiated, the project manager will enter the project into the list, identifying the PM, the job, the roll description, the staff resource name, and schedule the engineering labor hours against the staff resource. If the staff resource has not yet been determined, select TBD for the name. If the schedule for an activity is unknown, enter the hours in the Unscheduled column. The buttons on the top of the sheet allow for various sortations and subtotals of the project list.

Job List tab - This sheet serves as the source for the Job drop down list on Sheet 1. As a project is initiated, add the job with a brief description to the list.

Staff List - This sheet is maintained by the Group Engineering Manager and serves as the source for the Name drop down list on Sheet 1.

Description List - This sheet serves as the source for the Description drop down list on Sheet 1.

PM List - This sheet is maintained by the Group Engineering Manager and serves as the source for the PM drop down list on Sheet 1.

Maintenance

Sheet 1 Tab - On a regular basis, delete the columns associated with past weeks, and add future weeks such that the dates run to column BH. Once a job is closed and no more labor activities are anticipated, delete the associated rows.

Job List tab - Once a job is closed and no more labor activities are anticipated, delete the row from the list.

Staff List Tab. Add and remove staff names as appropriate.

PM List Tab - Add and remove staff names as appropriate.

Engineering

Engineering Procedures

Bills of Material

Circuit and Panel Design Guidelines

Design and Development

SCADA Design and Development

Fuse and Wire Sizes Based on the National Electrical Code

Selecting Disconnect Switches

Electrical Ladder Diagram Training

Copyright Notice

Engineering Forms

Reference

Comments

Engineering Procedures

This document highlights the key areas of project engineering for a typical project. It should be used as a primer guideline for the management of projects.

Generally, the engineer should be familiar with the methods and standards that apply to industrial control engineering. When in doubt, he should ask for guidance. In particular the engineer should be familiar with the NFPA 70 - National Electrical Code, NFPA 79 - Electrical Standard for Industrial Machinery, UL 508A - Standard for Safety for Industrial Control Panels, and basic electrical design methodology, along with any standards that accompany project specifications. Standards can be found on the network at:

G:\CCI Tools\CCI Templates and Standards\Standards

The engineer should always be aware of the economic aspects of the project. He should try to execute the project in an efficient and accurate manner. The information he presents should always be as thorough as possible. Construction should be able to be performed exactly like shown on the drawings. The engineer should keep in mind the scope of the project as it was sold, and present to the Project Manager any call for "extras". He should document the project thoroughly to support any of our claims for extras, and to defend ourselves against claims of others.

Kick-off Meeting

The first event should be a project kick-off meeting. At this meeting, the Group Engineering Manager and team will meet with the sales team to determine exactly what was sold. This combined team will review the scope of work, review our proposal and estimate, review the project schedule, and develop a plan to launch the project. See the document "Project Kickoff Meeting"

Bid document review

After the kick-off meeting, the project engineer will then take time to thoroughly review the documents that the sales team prepared the quotation from. These documents usually contain a written project specification, the customer's general specification, bid drawings, and any addendums or correspondences that were received during the quotation phase.

Review our quote

After reviewing the bid documents, the project engineer should then review our proposal/quotation. He should be able to resolve the bid documents with our quotation. If there are any areas of concern or question they should be noted. At this point the project engineer should again meet with the Project Manager and/or the Group Manager to verify thorough understanding of the project.

Meet with the customer
Once an understanding of the project is achieved, the Project Manager and project engineer should meet with the customer to verify our interpretation of scope agrees with theirs. For the initial meeting, the sales engineer should accompany.

Define the job scope
An internal schedule should be developed showing pieces of equipment or subsystems, brief descriptions, and delivery dates. Assign suffix item (dash) numbers to job representing each panel and field equipment area. This “Panel Schedule” is contained as a tab in the Project Execution Workbook. This schedule should be distributed to purchasing and manufacturing. Start a project status sheet that will be maintained and updated as required.

Determine materials required for job
Again reviewing the bid documents and the proposal, material lists should be developed for the project. Gather cut sheets on materials. Verify that these materials are in conformance with the specification and our quotation, and will accomplish the desired function.

Develop sequence of operations
Describe in writing the function of the equipment. Be detailed and specific in the description. Refer to this sequence as you design the hard-wire controls and the software. As the design progresses, add device identification and logic addresses to the sequence of operation.

Prepare design aids
A helpful step is to develop spreadsheets that list the various components. These might include motor lists that show descriptions, horsepowers, full load amps, fuse size, disconnect size, wire size, overload size, etc.. Calculations should be performed for sizing the various components. The calculation sheets should become part of the job folder. Spreadsheets can also be developed that indicate where in the design package that specific control elements will appear.

Develop the drawing package.
Referring to the sequence of operation, the specifications, and any design aids, one can start developing the schematics and panel layouts.
It is the engineer’s responsibility to ensure that the latest drawing files are maintained in the project network folder.
It usually is advisable to use an existing similar drawing package to start from.

Develop Bills of Material

The bills of material in the drawing package should match the bill of material submitted to purchasing. Included should be Quantity, Manufacturer, Part Number, Description, and Identification.

Design check sheet

With the drawings complete, and an initial check verifying accuracy and intent completed by the engineer, they are to be checked by the Group Engineering Manager or an assigned person. The Design Check Sheet should be filled out during the checking. This sheet should become part of the job folder.

Approval

With the design complete and checked, it is a usual requirement to submit the drawings, along with equipment “cutsheets” to the customer for approval. (Note that some specifications may require a separate equipment submittal, and that it may be required in advance of the drawings.) The specification usually indicates how many sets (if printed) or PDF format. Each set of the drawing package should be stamped “for approval” and dated. A drawing transmittal should accompany the drawings listing each drawing in the package. A copy of all transmittals are to be kept in the job folder. Once the drawings are returned from approval, material procurement and construction can begin. Sometimes it is necessary to proceed on a project prior to receiving approval. If this is necessary, it should be done with the knowledge and consent of the customer.

Specification Highlights Sheet

A Specification Highlight Sheet should be prepared for the drawing package to assist in the accurate construction of the project.

Order materials

Using the standard CCI bill of material form, all materials should be ordered. Fill in the date, engineer’s name, equipment description, customer, end user, date required, shipping date, job number (including suffix), and any general notes. In the excel spreadsheet form, these items appear in the header and footer.
Completely fill out the bill of material including Quantity, Manufacturer, Part Number, Description, and Device Identification.
The Date of Order column is usually filled out by purchasing with the date the part was ordered from the vendor. The Source column is usually filled out by purchasing with the name of the vendor. If it is necessary for the engineer to order materials, he should fill out these columns, and submit a copy to purchasing. If the item is an uncommon part, the engineer should identify the vendor in the Source column.
The Quantity Received and the Date Received columns are to be completed by the Receiving Department.
Refer to the Document “Bills of Material”.

Processing

It is the responsibility of the engineer to assure that the shop has all the information required to accurately and efficiently build the job. This aspect of the job, which we call Processing, entails final checking of the drawings, ensuring all materials are ordered, developing door rear-views, preparing terminal lists, wire tag lists, engraved tag lists, and supplementing the drawing package with any other information required to build the job. Though we have a processing department, they are sometimes overloaded and it will be necessary for the engineer to process the job. The engineer should work closely with the processing department to ensure that the project is proceeding correctly.

Construction

Engineering should work closely with the shop during construction of the control panels. He should talk with the people building the panels and solve any problems that may occur. He should also look for opportunities to learn from what he sees as the job is built to better his design skills.

Testing

Engineering should be present for test and signoff on panel. This will provide the engineer an early opportunity to have hands on experience with the equipment and could help to lessen the field startup time.

Shipping

It is the responsibility of the engineer to coordinate shipping of the control panels with the job site requirements and the Shipping Department. When shipping panels, a set of drawings should accompany each panel. Additionally, a formal set of drawings to be used as field installation drawings should be shipped with transmittal to the job site. These drawings should include any corrections that were made in the shop.

Field Equipment

Field equipment is that equipment which we provide, but does not get placed in a control panel. This equipment is usually shipped loose to the job site. It is the engineer's responsibility to coordinate the shipping of the field equipment with the job site requirements and the Shipping Department.

Manuals

It is usually a job requirement to prepare multiple sets of equipment manuals for the project. These may include:
Sequence of operations/control narratives
Drawings
Manufacturers equipment manuals
Software printouts
The specifications will dictate how many manuals and the exact form that these manuals should take. It is a good idea to have the manuals available for our own people at the time of startup.

Software Development

Software development is a major portion of a project. What sets it apart from other aspects of the project is that it usually does not involve any one other than the engineer. This eliminates the built-in cross checking functions of multi-personnel development. This necessitates extreme care in the development of the software. The software should be planned out. Work from the sequence of operations, and any logic standards and memory map standards that were part of the specification. Where possible, use CCI standard logic blocks for standard functions. Key aspects of software development are:
Map out the software
Organize logic into functional areas
Assign addressing areas of memory
Develop the software
Utilize printouts to aid in development and debug
Always back up software and drawing files to the CCI network.
Organize the network files so that anyone else can easily determine what is where
Check the logic
Use cross reference reports, unused address reports, memory map reports to aid in checking.
When possible, test logic modules by running “on the bench”

Startup & Debug

After the equipment has shipped to the job site and installed, and the drawings and software have been developed, it will usually be required to go to the job site to commission the equipment. This involves verifying that the equipment was properly installed, setting the control parameters of various devices, loading of the software, testing, debugging, and acceptance by the owner. During field startup it is important to document all events. A startup diary should be kept. A startup check list should be developed and used as a verification tool. Where possible, as equipment is proven, it should be signed off by our customer.

Final Drawings and Documentation

Following startup, it is necessary to update the drawings and software documentation with any changes or corrections that occurred during startup. Following the requirements of the specification, these should be submitted with transmittal to the customer. All project files shall be maintained on the CCI network..

Project Close-out

After all activity has been completed on the project, it is time to close-out the project. A meeting should be held between sales and engineering to discuss the project and determine “what went right, what went wrong”. It should be verified that indeed all activities that were contracted have been completed.
After allowing some time to pass to ensure the activity on the job has ceased, the job folder (hard copy) should be purged of extraneous materials, and turned over to the clerical staff for archiving.

CCI Bills of Material on the Network

Bills of material are managed by saving them to a specific folder on the network.

There is a shared folder on the network called Purchasing (O:)\BOM. It contains two sub-folders called Inbox and Outbox.

Inbox
O:\BOM\Inbox serves as an inbox to Purchasing for Bills of Material using our Excel BOM form. Copy your bills of material into this folder. Engineering will be able to revise and delete BOMs in the in box. Also include vendor quotes, either as pdf, word or excel files.

Outbox
The first thing that purchasing will do with a BOM is move it to the outbox. Engineering will be able to view the outbox, but will not be able to edit or delete BOMs from the outbox. Only Purchasing and Shipping/Receiving will be able to manipulate files in the outbox. The outbox will be organized in folders and subfolders by job number. (e.g. O:\BOM\Outbox\5500s\5513). As parts are ordered, received, and distributed, the files in the outbox will be updated to reflect current status.

Every BOM file shall have a unique name that can easily be identified by the file name.

NOTE: The first 11 characters of the file name must be filled out exactly in the following format:
aaaa-bbb-cc, where

- aaaa=the 4 digit job number
- bbb=the project unit number, panel dash number or other description (fixed 3 characters, either 3 digit numeric or 1 alpha and 2 numeric)
- cc=the BOM release number for that dash number (starting at 01 and incrementing)

Examples:

Job 1234, dash 4, second BOM submitted could have the file name 1234-004-02.xls

Job 3456, panel Phosphate #5, 3rd BOM could have the file name 3456-P05-03.xls

Job 2345, main booth field equipment, 1st BOM, could have the name 2345-F01-01.xls

Any other optional text in the file name should appear AFTER the first 11 characters.

1234-004-06 ADD.xls
1234-P05-05 computer BOM.xls
1234-P05-05 quote.pdf

Each file submitted shall contain only one BOM worksheet.

The excel template for the BOM (bom.xlt) stored in the G:\CCI Tools\CCI Templates and Standards\Forms\ENGINEERING folder. This is the ONLY form that should be used. Please copy this template file to your local PC's template folder.

For more guidance on file naming, please refer to the document "Project Unit Numbers".

Circuit Design

- Efficiency and economy should always be objectives in circuit design.
- Analyze circuit logic to minimize the number of components used (relays, etc.).
- Think the design through to ensure that it will operate properly. Don't rely on "we can fix it in the shop". Do it right the first time.
- When designing a group of control panels, look for repeating patterns and arrange those patterns in like fashion in each drawing set. Develop a standard prototype drawing set for those panels, and add or subtract as required.
- Where possible, use previous reference jobs and employ "cut and paste" techniques. There is no need to reinvent the wheel every time.
- When arranging elements of a circuit, group those elements to minimize the extent of wiring. (Example: arrange pushbuttons together in the circuit where possible to allow interconnection of those buttons without having the wire leave the door. Group relay contacts together.)
- Place your self in the shop's and field's position when designing. Is all the information on the drawings? Visualize the job.
- Plan wire routing and device placement.
- Show all device terminals on drawings.
- Show all fuse sizes on drawings.
- Show all motor overload heaters on drawings.
- Show wire color, size, and type on drawings.
- Show all wire numbers.
- Check cross-referencing.
- Show all dip switch settings, jumper plug settings.
- Provide PLC interconnect diagram showing all ports, terminals, and wire type.
- When more than one designer is working on a system at a time, they should share information and consult each other to ensure that a common approach to design is achieved.
- Submit your design in an ongoing fashion to the project manager during design.
- Before drawings are sent out, they should always be checked and given internal approval by the project manager.
- Before drawings are given to processing they should always be checked by the project manager.
- Your initials should appear in the "designed by" box in the title block. Your project manager's initials should appear in the "checked by" box in the title block.
- The minimum height of drawing lettering is 1/8".

Control Panel Design

- Care and consideration should be given in the design of the control panel.
- The control panel layout drawing should be fully dimensioned. This includes spare space. Don't make the shop guess the dimensions.
- The panel layout shall show the general physical arrangement of all components on the panel. Devices on panel layouts shall be accurately dimensioned and be identified by the device identifications used in the schematic drawings.
- The panel layout drawings shall include a dimensioned layout of the door mounted devices, including device identification, button and switch types, and pilot light colors.
- Nameplate type and information shall be shown on the layout drawing.
- Place all tag information required on the drawing. Provide detailed information for the main panel tag.
- Door cut outs should be accurate.
- Depths of control panels should be checked to ensure sufficient space for door mounted components and subplate mounted components.
- Door mounted components should be checked to ensure that the rear of the device will clear the door swing.
- Attention should be given to lining subplate devices up with windows. Provide dimensioning from top, bottom or side of enclosure.
- Window type should be called out (glass, lexan, etc.).
- Show dimensions of windows including radius of corners.
- If a mounting method is required, indicate it (mounting "ears", floor angle brackets, etc.).
- If you are uncertain about any aspect of the design, ask your group engineering manager, project manager, or a senior person in the shop.
- Verify that the indicated space for terminals is sufficient.
- Equipment powered with line voltage above 120V should be located above and/or to the right of lower voltage equipment.
- Note that wire duct width is approximately 1/8" wider than its nominal measurement (example: 3" duct is 3-1/8" wide).
- Wire duct and terminal track come in 72"lengths. Design to use even lengths to minimize waste.
- Do not show more terminals or duct than are required (including spare). If you show it, the shop will put it in.
- If the panel is a wall mounted panel, and there is nothing located on the subplate, don't supply a subplate.
- If the control panel is three or more doors, consider using "overlapping" doors.
- Provide paint specification on the drawing. Outside, inside, inside of doors
- Show the panel ground bar on the layout.
- If using an alarm horn (or any protruding door device), ensure that if it is located on the right door, and that door is opened, the left door will not hit it. It may be better to locate the horn on the left door.

Design and Development

This document is intended to serve as a guide for the design and development associated with CCI projects.

Project Management

The Project Manager needs to actively monitor development and design. Ensure that the development is within the scope of the project. Conduct internal design reviews with the project engineer(s) at least every two weeks.

It seems to be the nature of technical people to continuously strive to find an innovative approach to project development. Within the scope of a single project, this can often lead to budget overruns. This tendency must be balanced with efficiency. The project engineer must focus on delivering the project within scope, per specifications, and within budget. Provide exactly what is required. (If it's not required, then it's waste.) The Project Manager needs to ensure that all assigned staff stay focused on providing only what is required by our scope of work.

The Project Manager will conduct a kickoff with the design team. This will serve as the orientation to the project, defining the scope and boundaries of the project, as well as the schedule and budget. The Project Manager should identify key deliverables and milestones such as workshops, factory tests, submittals, paypoints, etc.

Requirements - Gather, review and detail the requirements of the project. (the "what")

Project Requirements :

- Read the CCI proposal
- Read the specifications, including control narratives
- Examine the plan drawings (I/O, P&ID, mechanical drawings, equipment layout, network diagrams)
- Review the CCI material and labor estimates
- Reconcile the proposal, specifications, budget

Determine if you have the required knowledge to efficiently execute the project

Seek additional training if necessary

Strive to understand the scope of delivery

At a minimum, the team should discuss the control narrative with the owner and engineer prior to any programming.

Design - Plan the work (the “how”)

Work with the project team and develop system architecture, including control panels, field equipment, computers, software, network management, etc.

Develop a base I/O list. All additional tags that are used in the PLC and SCADA application should be documented. This includes internal tags and tags from foreign equipment.

Determine the required control loops and associated graphic interface.

Identify internal resources: (Library, Standards, Past Jobs)

Identify the project deliverables

Identify the tasks and subtasks

Determine the submittal requirements

Break the work down into smaller deliverables that can be completed and tested in short time increments. This will allow use of gained knowledge in the rest of the development.

Refer back to plans, specs, and our proposal for any guidance on scope, screen structure, requirements.

Develop the test plan. The final development should only include just enough programming to meet the criteria of the test plan.

Key things to have:

- I/O list
- Tag List
- Full understanding of the control narratives
- Number of control loops

Description of control loops
Number of PID loops
Alarm list
Trend list
Required software
Test Plan

Development - The actual work, implementing the design, following the plan, according to the requirements.

Focus on lean approach. Simplicity - the art of maximizing the amount of work NOT done.

Test and demonstrate/deliver often - typically every two weeks

Stick to “out of the box” tools and methods. Minimize customization

Utilize product technical support rather than trying to solve issues yourself

As sub-deliverables are completed, thoroughly test them. Integrate them into the main application and test.

Allow for testing the application in whole before the Factory Test or commissioning. Plan this time into the development schedule.

Back up all work to CCI servers

RECAP

Identify the requirements (what)

Plan the design (how)

Develop the application (do)

Test

Save

SCADA Design and Development

This document is intended to serve as a guide for the design and development of SCADA applications associated with CCI projects.

Project Management

The Project Manager needs to actively monitor SCADA development and design to ensure that the development is within the scope of the project. Conduct internal design reviews with the PLC and SCADA programmers every two weeks during the course of development and every week during the FAT.

It seems to be the nature of technical people to continuously strive to find an innovative approach to project development. Within the scope of a single project, this can often lead to budget overruns. This tendency must be balanced with efficiency. The SCADA engineer must focus on delivering the project within scope, per specifications, and within budget. Provide exactly what is required. (If it's not required, then it's waste.) The Project Manager needs to ensure that all assigned staff, including the SCADA engineer, stay focused on providing only what is required by our scope of work, hence the meetings.

The Project Manager will conduct an internal kickoff with the design team, including the PLC and SCADA engineers. This will serve as the orientation to the project, defining the scope and boundaries of the project, as well as the schedule and budget. The Project Manager should identify key deliverables and milestones such as workshops, factory tests, submittals, paypoints, etc.

Requirements - Gather, review and detail the requirements of the project. (the "what")

Project Requirements :

- Read the CCI proposal
- Read the specifications, including control narratives
- Examine the plan drawings (I/O, P&ID, mechanical drawings, equipment layout, network diagrams)
- Review the CCI labor estimate
- Reconcile the proposal, specifications, budget
- Review the project schedule and set milestone dates for programming activities

Determine if you have the required knowledge to efficiently execute the project

Seek additional training if necessary

Strive to understand the scope of delivery

At a minimum, the team shall discuss the control narrative with the owner and engineer prior to any programming.

Utilize the SCADA Requirements spreadsheet to verify sufficient understanding of the requirements.

Design - Plan the work (the “how”)

Work with the project team and develop system architecture, including computers, software, network management, etc.

Work with the PLC programmer to develop a base I/O list. All additional tags that are used in the PLC and SCADA application should be documented. This includes internal tags and tags from foreign equipment.

Working with the PLC programmer, determine the necessary timeline for the delivery of the base I/O list and PLC tag listing needed to populate the SCADA database.

Working with the PLC programmer, determine the required control loops and associated graphic interface.

Working with the PLC programmer, determine the amount of control pop-ups and contents.

Working with the PLC programmer, determine the revision level of the software products required by the scope.

Determine the necessary screen resolution and verify the selected components will support it.

Determine the graphical style - 3D, 2D, High Performance, etc. Determine the color standards. If these items are not clearly spelled out in the project requirements, meet and communicate with the owner and engineer to determine these nuances prior to development.

Identify internal resources: (Library, Standards, Past Jobs)

Identify the project deliverables

Identify the tasks and subtasks

Determine the submittal requirements

Break the work down into smaller deliverables that can be completed and tested in short time increments where practicable. This will allow use of gained knowledge in the rest of the development.

Continuously refer back to plans, specs, and our proposal for any guidance on scope, screen structure, requirements throughout development. Avoid drifting away from the scope.

Meet with the customer/engineer early and refine the requirements; style, appearance, navigation hierarchy, control narratives, vendor systems. This type of meeting is advisable especially if workshops are not required by the specifications. Provide samples from past successful projects. If available, present an emulated environment to demonstrate the application functioning in association with the PLC.

Determine the content - Number and type of screens, pop ups. Report requirements, Trends. Alarms/Events, historian.

Develop the test plan. The final development should only include just enough programming to meet the criteria of the test plan.

Key things to have:

- SCADA Requirements spreadsheet
- P&ID's from the contract drawings
- I/O list
- Tag List
- Full understanding of the control narratives
- Number of control loops
- Description of control loops
- Number of PID loops
- Number of screens
- Number of popups
- Alarm list
- Trend list
- Report requirements
- Server structure

Network architecture
Switch configuration
Required software
User management methodology/security
Alarm notification methodology
Test Plan

Development - The actual work, implementing the design, following the plan, according to the requirements.

Focus on lean approach. Simplicity - the art of maximizing the amount of work NOT done.

Breakdown the project deliverables and application software down to the simplest form and deploy it at that level.

Develop the graphics with the screen resolution and sizes in mind. This will minimize the overcrowding of information on the screens.

Develop and submit prototype mockup models - get approval of approach before investing significant time.

Test and demonstrate/deliver often - typically every two weeks. This can be done as workshops if the contract dictates them and if not should be done internally.

Where possible use an emulator during development.

Stick to “out of the box” tools and methods. Minimize customization.

Utilize product technical support rather than trying to solve issues yourself.

As sub-deliverables are completed, thoroughly test them. Integrate them into the main application and test.

Allow for testing the application in whole before the Factory Test or commissioning. Plan this time into the development schedule.

Communication is key. Attend all meetings and discuss often.

Back up all work to CCI servers.

RECAP

Identify the requirements (what)

Plan the design (how)

Develop the application (do)

Communicate with the team

Test

Save

Commerce Controls Incorporated	
	SCADA Requirements
Job	
Project Manager	
SCADA Engineer	
PLC Engineer	
Number of PCs	
Operating System	
SCADA Platform, Version	
Match Existing or New	
Requirements for 3rd Party Software	
Client Screens	
Screen Resolution	
Security Access/User Management	
Server Structure	
Virtural or Non-Virtual Environment	
Network Architecture	
Switch Configuration	
Wireless Access	
Data Storage Devices	
Communications protocol	
IP address List	
Backup Software	
Remote Access	
Number and Type of PLCs	
Number of DI	
Number of DO	
Number of AI	
Number of AO	
Internal Tags	
Controls Loops	
AOIs	
UDTs	
Number of Systems/Subsystems	
Inventory of Objects (valves, motors, etc.)	
Graphic Style	
Number of Screens	
Color Pallette	
Font Style	
Font Size	
Tag Naming Conventions	

Number of Popups	
Number of Reports	
Type of Reports	
Manual Entry Reports	
Alarms/alarm history	
Events	
Trends	
Alarm notification/Callout	
Historical Data Retention Period	
Runtimes	
Flow Totals	
Decimal Places Precision	
Vendor Package Screens	
Training Requirements	
Testing Requirements	

Fuse and Wire Sizes based on NFPA 70 the National Electrical Code

Select wire size from NEC Table 310-16. When selecting wire temperature rating column in NEC Table 310-16, use the temperature rating of the equipment termination. This is typically 75°C. Note that NEC does allow for 60°C temperature rating on equipment rated 100 amps or less. If this is the case, the 60°C column must be used, which may result in a larger wire size. The values from NEC Table 310-16 75° closely match the values found in Table13-5 of SAE HS-1738 Electrical Standard for Industrial Machinery Supplement to NFPA 79-1991. Note that an increasing number of end-users are specifying the use of the SAE document.

Fuse ratings must not be greater than the ampacity of the conductor (size the conductor to the required fusing). (An exception to this is in motor circuits, where the motor overload relay provides overload condition. See NEC 240-3(f), 430 Part C)
NEC 110-10, 240-3

When sizing motor wire and fuses, use the Full Load Amp (FLA) values from NEC Table 430-150, not the nameplate FLA
NEC 430-6

The minimum wire size for individual motors is 125% of FLA
NEC 430-22

Typically, motors are protected using dual element time delay fuses in conjunction with motor overloads. Size individual motor fuses for 125% of FLA, or next largest fuse size if 125% does not correspond to a fuse size when using type RK5 fuses(most typical - includes FRS type fuses). This should be increased to 130% if type RK1 fuses are used.

The maximum size for individual motor fuses is 175% of FLA, or next largest fuse size if 175% does not correspond to a fuse size.
NEC Table 430-152

Size overload at 115% or 125% of the motor FLA. Use the motor nameplate FLA for sizing overloads. (In general, use manufacturer's selection charts.)
NEC 430-32(a)

Size conductors for 125% of the largest motor + 100% of all other motors and misc. loads (minimum)
NEC 430-24, 430-25

Size fuses for 175% (maximum) of the largest motor + 100% of all other motor and misc. loads.
NEC Table 430-152

Size non-motor fuses and conductors for 100% of all non-continuous loads + 125% of all continuous loads (minimum). Do not size fuse larger than ampacity of conductor unless conductor ampacity does not correspond to standard fuse size. In this case, the next largest fuse size may be permitted. (NEC 240-3(b))
NEC 220-3, 220-10

Typically, a good rule of thumb for sizing feeder circuit fuses is to use 125%-150% of the largest motor, plus 100% of all other motors, plus 125% of all continuous non-motor loads, plus 100% of all non-continuous non-motor loads.

Size transformer fuse (if both primary and secondary fusing) for 125% of transformer secondary current, and 250% of transformer primary current.
NEC 450-3(b)(2)

Single phase transformers (2 primary wires and 2 secondary wires) can be protected with only primary fusing provided that the fuse size is not greater than 125% of the transformer primary current and the primary fuses will protect the secondary wire (secondary wire ampacity divided by the transformer ratio).
NEC 240-3, 450-3(b)(1)

Size capacitor conductor no less than 1/3 of the ampacity of the motor circuit conductors. Fuse capacitor at the lowest possible ~150% of capacitor rated current.
NEC 460-8(a)

Selecting Disconnect Switches

The disconnecting means for motor circuits rated 600 volts, nominal, or less, shall have an ampere rating of at least 115 percent of the full-load current rating of the motor. The full load value is to be selected from Table 430-150
NEC 430-110, NFPA 79 5-3

For combination loads, (two or more motors, or combination of motor and non motor loads), two calculations must be performed to determine the disconnect size:

1. The sum of all currents, including resistance loads, at the full load condition. This sum is then multiplied times 115%.

2. Using NEC Table 430-151B, determine the locked rotor current for each motor. The sum of the motor locked rotor current shall be added to the non motor currents for an equivalent locked motor current. Using the same Table 430-151B, find the corresponding horsepower for this value.

3. The disconnecting device must be rated at least 115% of the full load currents, and be horsepower-rated to at least the value as determined in (2) above.

4. Listed circuit breakers and molded-case switches are tested under overload conditions at six times their rating, to cover motor circuit applications, and are suitable for use as a motor disconnect switch, thereby eliminating the locked-rotor test of item (2) above.

Rated HP	Table 430-150 FLA (3phase 460V)	Table 430-151B Locked-Rotor Currents (480V)
1/2	1.1	10
3/4	1.6	12.5
1	2.1	15
1-1/2	3.0	20
2	3.4	25
3	4.8	32
5	7.6	46
7-1/2	11	63.5
10	14	81
15	21	116
20	27	145
25	34	183
30	40	218
40	52	290
50	65	363
60	77	435
75	96	543
100	124	725
125	156	908
150	180	1085
200	240	1450
250	302	1825
300	361	2200
350	414	2550
400	477	2900
450	515	3250
500	590	3625

Electrical Ladder Diagram Training

The purpose of this training is to explore the basic elements of the typical drawing package that are commonly used in industrial controls design. It is important for the designer to understand these drawings as they hold a majority of the information regarding the physical assembly and connection of the control devices. These are the same drawings that both our manufacturing shop and the field trades use to assemble and install the equipment.
As we review the concepts of the electrical ladder diagram, illustrations will be presented that will emphasize the ideas.

The Basics

We will first discuss some basic concepts associated with industrial controls design.

Notation

Electrical wires are represented as lines on the drawings. When multiple wires are connected to the same electrical point, they can be represented as one line.
Control devices are represented by simplified pictures that can be quickly drawn. These pictures or symbols are usually chosen from a standard library. Each symbol is drawn to either represent its shape, its function, or both.

General Arrangements

Normally, a drawing package starts with a power source. The power source is usually of a higher voltage than a majority of the control elements. This power source is normally shown at the beginning of the package. All devices that are operated at the same voltage as the power source are shown next. Then the lower voltage devices are shown. Following the electrical ladder drawings are panel layout drawings, bill of material, and riser diagrams.

The Power Source

Every control system has at least one power source. This may be a 480VAC 3 phase source, or it may be a 120VAC single phase system. The power source usually appears at the beginning of the drawing package, at the top of the page. The actual power source is generally not shown, but referred to by a description (480V, 60hz, 3 phase from bus plug A13).

The Rails

3 phase power

Power is usually distributed throughout an industrial facility in the form of multiphase power distribution. In this type of distribution, multiple waveforms of power are transmitted along shared lines, out of phase with each other. A common form of multiphase distribution is 3 phase delta . In 3 phase delta power distribution, 3 wires are used and 3 power waveforms are sent on the lines, 120° out of phase with each other. From any one phase to another, full line voltage can be measured. Typically this voltage is either 480V (460V), or 240V (230V). The power between any two phases is single phase.
3 phase power of this type is usually represented by 3 parallel lines running down the left side of a drawing, with connected devices being shown to the right.

Single Phase Power

Single phase power distribution is usually represented by two lines, or rails, one on the left, and the other on the right of a drawing. This type of distribution can either be grounded with one of the lines being tied to earth (and building) ground, or ungrounded. Most control circuitry is powered with single phase power, either by single phase distribution to the circuit, or by picking power off of 2 of the three distribution wires in a three phase system.

Power Flow

In either single or 3 phase power distribution, the voltage is at a different potential on any one line with respect to the other. This results in a tendency for power flow between the two lines when they are connected. Direct connection would result in a short circuit with potentially damaging effects, but connecting control components between the lines can cause the electrical energy to be converted into a form useful to our control system, such as mechanical energy, heat, and light. One should always be aware that the human body is a relatively good conductor of electricity, and touching any two power lines, or a power line and ground could result in electrocution.

The Rungs

Between the vertical rails of the single phase power distribution is where control devices are typically shown. Connecting the rails are horizontal rungs on which the control devices will be shown. This pattern of vertical rails with horizontal rungs is what gives the diagram the appearance, and therefore the name, of a “ladder diagram”.

The Devices

The control devices are shown on the rungs, completing the path between the power lines. These devices are typically either switching devices, loads, instrumentation, or sensors.

The Symbols

Electrical devices that are used in the system are represented in the ladder diagram by using simplified symbols. Many of the symbols are industrial standards that have been published in the following documents:

JIC - Joint Industrial Council Electrical Standards
NFPA 79 Electrical Standard for Industrial Machinery
IEEE 315/315A Graphic Symbols for Electrical and Electronics Diagrams

The symbols are drawn to show either the function, the shape, or both.

Power Devices

Disconnect Switch

A disconnect switch is a switch used for shutting off power to a control system. It usually contains fuses. Disconnect switches are rated by voltage, amperage, and maximum connected horsepower and vary in size. They are usually mounted inside a control panel on the subplate, with the operating handle protruding through the flange in the panel next to the door of the panel. The doors are usually interlocked with the disconnect switch such that the door cannot be opened when the disconnect is in the ON position.

Fuse

Fuses are used to protect devices and wiring from short circuits and over current conditions. They can be of various voltage and amperage ratings, and vary greatly in size.

Circuit Breaker

A circuit breaker is similar to a disconnect switch, but has internal resettable protection rather than a fuse.

Transformer

Transformers are used to change the voltage as required in a control system. Usually, a transformer is used to step-down the 480V supply voltage to the 120V required by the majority of the control devices.

Loads

Loads are the final output devices that are being controlled. By applying power to them they will perform their function.

Coil
Coils are actually electromagnets that convert electrical power into mechanical power. This mechanical power is used to switch the state of contacts in relays and motor starters.

Solenoid Valve
A solenoid valve contains an electromagnet that converts electrical power into mechanical power. This mechanical power is used to open or close a valve.

Actuator
An actuator is a motor that is driven by the control voltage. It can either be powered open and powered closed (by applying power to different terminals) or be a spring return actuator that returns to the starting position when power is removed.

Pilot Light
A pilot light is a small indicating light that is used to represent the status of the control system. These lights come in several different colors. Typical uses are motor running, flow proven, alarm condition. They are located on control panels.

Press to Test Pilot Light
A press to test pilot light is the same as a pilot light, except that pushing on the lens causes a switch contact to close, illuminating the light. This type of pilot light requires an additional wire to accomplish the test feature.

Beacon
Beacons are lights that are located on top of the control enclosure, or at a remote location in the field. They can be continuous, rotating, or flashing, and are used to alert personnel of situations.

Horn
Horns are auditory devices that are located on control enclosures and are used to alert personnel of situations.

Switching Devices

Switching devices control power flow to the load. They determine if and when the load will be powered.

Contact

Contacts are the switches that are located in a relay or motor starter. They can either be normally open or normally closed. Energizing the electromagnetic coil of the relay causes a mechanism to move which will cause the contacts to change state. A normally open contact will not pass power when the relay is de energized. When the relay is energized, the contact will close, thus allowing power flow. A normally closed contact will pass power until the relay is energized, thus opening the contact and interrupting power flow.
Contacts are also used in other switching devices.

Timing Contact

Timing Contacts are similar to contacts, except there is a time delay before they switch. The time delay can start either after the relay is energized (on delay), or after it is deenergized (off delay). The contact types are on delay normally open, on delay normally closed, off delay normally open, or off delay normally closed.

Pushbutton

Pushbuttons are devices in which depressing a button will change the state of a contact. Pushbuttons can have several contacts. Those contacts can be either normally open or normally closed. Releasing the button usually spring returns the contact(s) to their original state.

Selector Switch

Selector switches are similar to pushbuttons, except the contacts are switched by rotating the operator rather than pushing it. These switches can have many contacts, and have several different positions. Fairly complex contact switch arrangements can be developed using multi-contacted (mult-poled), multi-position switches. The switch states are usually represented next to the selector switch in truth tables made up of O and X (open and closed) designations called targets.

Limit Switch

Limit switches are field-located switches that get actuated by something moving and tripping its operating lever. The cause could be a damper moving to a predetermined position, a part moving into or out of position, a door opening or closing, etc. A limit switch may have several contacts, and they can be normally open or normally closed. A limit switch can be represented as normally open, normally open held closed, normally closed, or normally closed held open.

Temperature Switch
Temperature switches are similar to limit switches, except they are actuated by temperature rather than motion.

Pressure Switch
Pressure switches are similar to limit switches, except they are actuated by pressure rather than motion.

Flow Switch
Flow switches are similar to limit switches, except they are actuated by flow rather than motion.

Float Switch
Float switches are similar to limit switches, except they are actuated by fluid level rather than motion.

Instrumentation
An instrument is a type of device that will take an input signal from a sensing device, perform calculations and conversions on the signal, and produce an output. The output may be in the form of a visual display, a signal to another devices or a switch contact to power a load. These devices vary greatly in the number of terminals required for connection and the terminal designations. It is important to show all used terminal numbers on the drawings.

Sensing Devices
Sensing devices commonly provide a low level signal to an instrument, which in turn amplifies that signal and converts it to a usable output. Sensors can either be self powered, loop powered two wire devices, or externally powered four wire devices. Examples of sensing devices are thermocouples and RTDs for sensing temperature, humidity sensors, pH sensors, and conductivity sensors.

480V Devices
Certain devices represented on electrical drawings are connected to the incoming power. Examples of these are loads such as motors and electric heating elements, power factor correcting capacitors, contactors and motor starters. Contactors and motor starters usually have a 120V coil, but the contacts are rated for switching the higher 480V to loads. Motor starters and contactors are virtually identical with the exception that motor starters have an overload relay. The overload relay senses the motor current in the 480V line and will de energize the coil if the motor is drawing too much current.

Ladder Diagrams

There are standard methods used to layout a drawing package utilizing electrical ladder diagrams. These methods have been adopted so that all drawings will have a uniform appearance, regardless of their source.

Paper sizes

There are several standard sizes for drawing paper
24" x 36" (the most frequently used size)
22" x 34"
30' x 42" (used by some General Motors facilities)
Additionally, reduced size drawings are commonly used. These reduced size drawings are scaled down representations of the standard sizes, reduced to 8½" x 11" or 11" x 17". With reduced drawings the original is still developed in the standard larger size, and reduced as it is sent to a printer.

Design Arrangement

There are normally two "ladders" per page, one on the left side and one on the right side. Each ladder is 10" wide.
The rungs are spaced evenly down the ladder. Spacing is usually ½", ¾", or 1". The rungs are aligned with the line numbers (see next section regarding numbering).
All devices on a drawing should be identified with a text description of their function. Pushbuttons, selector switches, and pilot lights should have text that matches exactly what is to appear on their name tags when the control panel is built.

Numbering Convention

Each page in a drawing package is numbered.
Line numbers are assigned in two columns, one on the left side of the sheet, and one on the right. The rungs of the ladder diagram are aligned with the line numbers.
Each line of the drawing is numbered with a number derived from the page number plus a sequential digit. For example, the first line on sheet 1 would be "100", followed by "101", etc. As the ladder changes from the left side of the sheet to the right, the numbers either continue sequentially, or start at a larger number ("150"), and then continue sequentially.
Each device in the drawings gets a unique identification number. This number is made up of the line number, plus a suffix that identifies the type of device. If more than one similar device is shown on one line, there is an additional suffix (either a letter or a number) to differentiate the devices.
Certain devices such as relays, contactors, and motor starters have their components shown in different locations in a drawing. The coil will appear on one line, while the contacts will appear on others. All of the device components are identified by the device identification associated with the coil.

Devices such as relays have a cross reference list shown to the right of the coil indicating where the contacts may be found. 150, 151, 270, 321 indicates normally open contacts on lines 150 and 270, and normally closed contacts on lines 151 and 321.
Wire numbers are derived from the line number that they originate on, plus a suffix. Each wire in a drawing gets a wire number. Wires that are electrically connected get the same wire number.

Location of Components

The devices shown in an electrical ladder diagram may be located in the local control panel (for which the drawings have been developed) in a remote control panel, or in the field. The drawing package uses a system of symbols and a legend to identify where a device is located.

Simple Circuits

The electrical ladder diagram is a type of logic diagram. If a relay is energized its associated normally open contact will close. This is analogous to a logic element becoming true. Utilizing ladder diagram drawing techniques, we can develop circuits which will control output devices based upon the condition of the switching devices. These circuits can range from simple to complex.

PLC

Basic PLC Concepts

Programmable Logic Controllers or PLCs are computer-based devices which can among other things emulate the type of logic performed by the standard hard-wired control circuits described above (though the power of the PLC far surpasses the practical possibilities of hard-wire design). In fact, the common programming language for PLCs is called ladder logic and was created to resemble the traditional electrical ladder diagrams.

PLC I/O

Devices interface with PLCs through input and output modules. These modules host multiple terminals which each represent a unique address or identification in the PLC ladder program.
Switching devices are wired to input modules. Loads are wired to output modules. It is these I/O connections (along with any power and cable diagrams) which are represented in the electrical ladder diagram.

Identifying PLC I/O

Usually the device will get its device identification number from the PLC address associated with the input or output point rather than the line number.

Additional PLC Device Representation

Also shown on the drawings are the power connections to the PLC, any cabling between PLC components, and any switch or jumper settings.

Additional Drawings

In addition to the electrical ladder diagrams, several other types of drawings are required for a complete drawing package. These usually include a title sheet, index, riser diagram, panel layout, bill of material, and sequence of operations.

Title Sheet

A title sheet should appear at the beginning of the drawing package. This sheet usually contains the end user's name and logo, the plant location, the project description, the end user's project number, the name of the equipment represented in the drawing package, the customer's name, logo, and project number, and our name, logo, and job number.

Index

The index lists each sheet of the drawing package by drawing number, sheet number (if different from the drawing number), and description of the sheet's contents. If allowed by the customer/end user, the index should also contain the CAD file name, and drawing revision date.

Riser Diagrams

A riser diagram is a simplified representation of interconnection between control panels and field located devices. Typically, control panels and field devices are shown. Components internal to a control panel are not shown. For each signal level (480V, 120V, low level signal) that connects between any two devices, a line is shown. At each line, the all wire numbers that run between the two devices are shown. Additionally, signal level, wire type, and wire color are shown.

Panel Layout

In addition to electrical diagrams, the typical drawing package includes a panel layout. This is a dimensioned, scale drawing showing the interior and exterior of the control panel. Devices are shown in accurate scale occupying the space that they will in real life when the panel is built. In addition to the devices that were shown in the schematic, additional construction details are shown such as wire duct, actual terminal strips, windows, door handles, shelves, eye bolts, and mounting hardware. Legend lists are provided identifying each component, and the text of each tag on the panel. Wiring is not shown, though it should be considered when laying out the panel design.

Bill of Material

Each component shown on the electrical ladder diagram and panel layout should appear in a bill of material. The bill of material will show Quantity, Manufacturer, Part Number, Verbal Description, and Device Identification for all components. Care should be taken to assure that exact quantities and part numbers are shown. This bill of material must match the bill of material that has been furnished to Purchasing.

Sequence of Operation

The drawing package may contain a sequence of operation that describes how the equipment operates. This written description details the automatic and manual modes of operation, and describes typical status and alarm information that the system can present.

The Need for Accuracy

It cannot be stressed enough that the drawings should be 100% accurate. The design must be thorough, showing every detail. The drawings are supposed to be an exact representation of the system to be built. The shop and field personnel should be able to build the system exactly as shown on the drawings without having to ask for additional information or “guessing”.

The title block of the drawing has a space for the names of who designed the system, who prepared the drawing, and who checked the drawing. Each of these spaces should be filled out.

Our CAD system has the provision for file name/date stamping each drawing in the bottom left corner. This feature should be used on every drawing, every time it is changed.

It is essential that the people that are building the system have the latest drawings. Any time drawings change while a job is being built, the new drawings must be clearly marked to show what has changed.

CCI In-Out Board Instructions

Copyright Notice

Comments

Commerce Controls Incorporated

CCI In-Out Board Instructions

CCI has an In-Out Board that is implemented using Google Sheets and can be accessed via the internet. It can be located as follows:

1. Access your email account on the web
2. Click the nine dot pattern near the top right of the window (Google Apps)
3. Click “Drive”
4. On the left side, click “Shared with me”
5. Double click “CCI In-Out Board” Google Sheet

To use:

1. Find your name
2. Select the arrow in the “Status” cell next to your name. A dropdown list will appear that contains “IN, OUT, BUSY”
3. Select the appropriate selection
4. If you select “OUT”, please fill out expected return date/time
5. The comment field is provided for a description of “OUT” or “BUSY” activities.

The CCI In-Out Board can also be accessed using the Google Drive mobile app.

If you cannot find the In-Out Board sheet in your "Shared with me" folder, use the following link:

https://docs.google.com/spreadsheets/d/1yDjmj7szs9GcyFNdnIxD4_kH5EPnHBF7IwiVTKK4bzs/edit#gid=0

After initially opening, it should then appear in your "Shared with me" folder

Copyright Notice

A copyright notice is to appear on certain project related works prepared by CCI:

PLC and computer programs

HMI graphics applications

SCADA graphics applications

Manuals

The copyright notice shall take the form of:

© 2020 Commerce Controls, Inc.

Or

Copyright 2021 Commerce Controls, Inc.

(change the year as appropriate)

For programs and HMI/SCADA graphics applications, the copyright notice should appear as a comment near the top of the code listing, and in any Properties or general comments area for the application. It should also appear in any print-out.

For manuals, the copyright notice should appear immediately after the title page, or at the bottom of the last page of the manual.

The © symbol can be easily inserted by holding down the *alt* key while typing 0169

© 2021 Commerce Controls, Inc.

VTC
INSURANCE
GROUP

June 14, 2022

Commerce Controls Inc.
41069 Vincenti Court
Novi, MI 48375

RE: Workers Compensation Experience Modification

To Whom It May Concern:

Listed below please find the current and prior three years' Experience Modification Ratings for Commerce Controls Inc.

06/30/2022 to 06/30/2023	0.88
06/30/2021 to 06/30/2022	0.87
06/30/2020 to 06/30/2021	0.99
06/30/2019 to 06/30/2020	0.83

Please let me know if you should need any additional information.

Sincerely,

Connie Tornow
Account Manager

License Information:
Electrical Master 6217972

Licensee Detail

License Type: Electrical Master

Type:

License Number: 6217972

Name: CHARLES B BREMILLER

License State: MI

Title:

Business Type: Electrical Master

Business Name:

Number of Sites:

Business License Expiration Date:

License Issue Date: 04/19/2013

License Expiration Date: 12/31/2022

License Status: Issued

DBA:

1.02 Equal Opportunity Statement

CCI provides equal employment opportunities ("EEO") to all employees and qualified applicants for employment without regard to race, color, religion, sex, pregnancy, veteran status, gender, sexual orientation, gender identity, national origin, age, physical or mental disability unrelated to the employee's ability to perform his or her job, height, weight, genetic information, marital status, familial status, amnesty or status as a covered veteran, and/or any other characteristic protected by applicable federal, state or local laws. CCI complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leave of absence, compensation and training.

CCI expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, pregnancy, veteran status, gender, sexual orientation, gender identity, national origin, age, physical or mental disability unrelated to the employee's ability to perform his or her job, height, weight, genetic information, marital status, familial status, amnesty or status as a covered veteran, and/or any other characteristic protected by applicable federal, state or local laws. Improper interference with the ability of CCI employees to perform their expected job duties is absolutely not tolerated.

COMMERCE CONTROLS

Statement of Qualifications

41069 Vincenti Ct
Novi, MI 48375
(248) 476-1442

8875 Hidden River Parkway
Suite 340
Tampa, FL 33637
(941) 909-7779

70 Birch Alley
Suite 240, Building B
Beavercreek, OH 45440
(216) 293-8397

2025 Guadalupe Street
Suite 260
Austin, TX 78705
(512) 675-4097

sales@commercecontrols.com
www.commercecontrols.com

Safety

- Comprehensive Safety Training
- Formal Safety Plan

Capacity

- $450 million in completed projects
- $40 million Bonding capacity
- Wholly owned facility
- $35 – $45 million in Annual Sales
- Largest single project completed – $6.1 million
- Largest commitment to a single community – $12.0 million

Key Assets

- 20,000 square foot design / manufacturing facility
- 30,000 square foot fabrication facility
- Fully stocked and equipped service vehicles

Geographical Areas Served

- United States
- Canada
- Mexico
- Past project locations
  - Brazil
  - China
  - England
  - Australia
  - Colombia

Market Channels

- Water Infrastructure
  - Freshwater Treatment and Distribution Systems
  - Wastewater Collection and Treatment Systems
- Automotive & Industrial Process
  - Paint Shop Systems
  - Utility and HVAC Systems

COMMERCE CONTROLS

Statement of Qualifications

Engineering

- Controls System / Network Design
- PLC, Radio, and Telemetry Programming & Configuration
- SCADA / HMI Programming
- Procurement
- Commissioning
- Training
- Service

Manufacturing

- UL-508A/698A certified
- Quality Control / Hot Testing
- In-house Factory Acceptance Testing
- Wholly owned sheet metal fabrication facility manufactured to NEMA standards (UL certified)
- Overhead material handling

Professional Affiliations

- Control Systems Integrators Association (CSIA)
- International Brotherhood of Electricians (IBEW)

Manufacturers Affiliations

- Rockwell Automation Solution Partner
- Siemens SI Partner
- Schneider Electric Alliance Partner
- G.E. Intelligent Platforms Solution Partner
- Wonderware System Integrator Partner
- Inductive Automation (Ignition) Registered Integrator
- VT SCADA Solutions Provider
- Endress+Hauser Preferred Municipal Systems Integrator

41069 Vincenti Ct
Novi, MI 48375
(248) 476-1442

8875 Hidden River Parkway
Suite 340
Tampa, FL 33637
(941) 909-7779

70 Birch Alley
Suite 240, Building B
Beavercreek, OH 45440
(216) 293-8397

2025 Guadalupe Street
Suite 260
Austin, TX 78705
(512) 675-4097

sales@commercecontrols.com
www.commercecontrols.com

Commerce Controls on Quality

We at Commerce Controls, Inc. certainly recognize the value that ensuring quality provides to ourselves and our customers. It is the policy of CCI that quality management shall be integrated into all aspects of our operation to ensure that our goods and services conform exactly to the project requirements and meet the needs and expectations of both ourselves and our Customers. The current quality system at CCI is comprised of a combination of documented guidelines, procedures, forms, feedback tools, and quality meetings, as well as a dedicated test and verification staff. Quality procedures are published in our company Procedures Manual and Engineering Handbook. Commerce Controls, Inc. is a member of the Control System Integrators Association, a peer group of systems integrators worldwide. The CSIA has its own certification program based upon its Best Practices and Benchmarks. CCI has embraced the tenants of this program. Commerce Controls, Inc. manufacturing facility is UL 508A certified. Our design and manufacturing methods conform to UL 508A standards, as well as the National Electrical Code, NFPA 79 the Electrical Standard for Industrial Machinery and SAE HS-1738 the Standard for Electrical Equipment for Automotive Industrial Machinery.

Projects are launched at job kickoff meetings where the scope of the project is detailed to engineering. All specification and proposal documents are thoroughly reviewed by engineering prior to commencing work. Biweekly production meetings allow opportunity for discussion on all aspects of projects. In regular quality meetings with department management we analyze problems and develop solutions. Rework logs are distributed to the departments that caused rework. Panel testing department tests 100% of the panels produced utilizing our standard 93-point test procedure document, as well as the custom project drawings. Engineering staff participates in startup and debug of equipment. All project documentation is organized and stored on our network for easy access.

Our testing equipment is comprised of various instruments and signal transmitters to calibrate and test the integrity of the control circuits within our systems. This equipment is certified annually to NIST standards.

J. RYAN BONDING

8/29/2022

Alex Baloch
DECIMA, LLC
16870 Schaefer Hwy
Detroit, MI 48235

Dear Alex,

Enclosed please find the attached bond(s) executed per your request.

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate name(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,

J. Ryan Bonding, Inc.

J. RYAN BONDING

August 29, 2022

Contractor Fax (313)000-0000
Website jryanbonding.com
P.O. Box 465, Hudson WI 54016-0465
Phone 800-535-0006 Fax 715-377-8231

DECIMA, LLC
16870 Schaefer Hwy
Detroit, MI 48235

Bid Bond Results Form

DO NOT PUT THIS PAGE WITH YOUR BID-COMPLETE AND FAX OR EMAIL BACK TO J.RYAN BONDING, INC.

Your Bid Bond is attached. Be sure to ***SIGN*** your Bid Bond.
It may need to be notarized. If you have any questions, please call.

Project Owner: City of Jackson Wastewater Treatment
Bid Date: 8/30/2022
Project Name: City of Jackson WWTP Scada Improvements; Project No. 20626

Approximate Bid Amount: $920,000.00

******IMPORTANT***** **If your bid is over 10% of your estimate, you MUST call us for approval.**

PLEASE LIST THE FIRST THREE BIDDERS WHEN KNOWN AND RETURN VIA FAX OR EMAIL

FED03463

Contractor's Name	*Amount*	*Bid Security* Bid Bond	Check
Low _____	$ _____	☐	☐
2nd _____	$ _____	☐	☐
3rd _____	$ _____	☐	☐
Your Bid If Not Listed Above	$ _____		

Comments: _____

_____

_____

By_____Phone_____Date_____

PLEASE RETURN TO J.RYAN BONDING BY FAX, EMAIL (bidbonds@jryanbonding.com)

J. Ryan Fax- 800-501-0989

THANK YOU

RETURNED VIA: email

Bid Bond

AIA Document A310™ – 2010

Bid Bond No. FED03463

CONTRACTOR:
(Name, legal status and address)
DECIMA, LLC
16870 Schaefer Hwy
Detroit, MI 48235

SURETY:
(Name, legal status and principal place of business)
GRANITE RE, INC.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City of Jackson Wastewater Treatment
2995 Lansing Ave.
Jackson, MI 49202

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

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

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
City of Jackson WWTP Scada Improvements; Project No. 20626

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

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

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

Signed and sealed this 29th day of August, 2022.

(Witness)	DECIMA, LLC *(Principal)* *(Seal)*
	(Title)
(Witness) Karla R. Heffron	GRANITE RE, INC. *(Surety)* *(Seal)*
	(Title) Connie Smith, Attorney-in-fact

AIA Document A310™ – 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
081110

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of August, 2022.

Kyle P. McDonald, Assistant Secretary

GR0800-1

PROPOSAL

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

Date: 08/29/2022

In compliance with your invitation for bids dated **July 21, 2022** to perform **CITY OF JACKSON WWTP SCADA IMPROVEMENTS**

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

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and $660,590.00
   under the firm name of _____
3. corporation by the name of Decima LLC
   organized and existing under the laws of the State of Michigan
   with offices at 16870 Schaefer Hwy, Detroit, MI 48235
   (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# 82-5079037

(Corporate Seal, if applicable)

Name of Bidder: Decima LLC

Signed By: _____

Its: President

BID SHEET

DATE: 08/29/2022

PROPOSAL FOR: CITY OF JACKSON WWTP SCADA IMPROVEMENTS

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
01	08/10/2022
02	08/25/2022

SCHEDULE OF BID PRICES

ITEM NO	DESCRIPTION	TOTAL COST (Base Bid)	TOTAL COST (Alternate)
1	Project Base Bid	$906,780.00	
2	Deductible Alternate - Base Bid minus DPP & SPP Panels		$660,590.00
3	Computer Hardware Equipment Allowance	$50,000.00	$50,000.00

4	SCADA Software Allowance	$75,000.00	$75,000.00
5	Control Room Furniture Allowance	$20,000.00	$20,000.00
	PROJECT TOTAL	$ 1,051,780.00	$ 805,590.00
TOTAL PROJECT BASE BID WRITTEN OUT (Items 1, 3, 4 & 5): One million fifty-one thousand seven hundred eighty Dollars.			
TOTAL PROJECT ALTERNATE BID WRITTEN OUT (Items 2, 3, 4 & 5): Eight hundred five thousand five hundred ninety Dollars			

Submitted Bid:	$ 1,051,780.00
Labor Costs:	$ 212,520.00
Materials Costs:	$ 833,253.00
Equipment Costs:	$ 6,000.00
Possible Change Orders:	

Bidder's Name:	Decima LLC

Address:	16870 Schaefer Hwy
City, State, Zip:	Detroit, MI 48235
Telephone:	260-243-0591
Fax:	
Email Address:	alex.baloch@decimaai.com
Federal ID Number:	82-5079037
Bid Signed By: Print or Type	Alex baloch
Title:	President

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

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

By_____ Its_____

CONTRACT COMPLIANCE

DATE: July 21, 2022

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

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

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

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

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

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Decima LLC 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 Alex Baloch 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: 08/29/2022

By: Decima LLC
(Bidder's Name)

By: _____
(Signature)

By: President
(Title)

16870 Schaefer Hwy
Address

Detroit
City

MI 48235
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Contractor further agrees to the following:

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

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

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

NAME OF BIDDER: Decima LLC

ADDRESS: 16870 Schaefer Hwy, Detroit, MI 48235

SIGNED BY:

TITLE: President

DATE: 08/29/2022

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 08/29/2022

By: Decima LLC
(Bidder's Name)

By: _____
(Signature)

By: President
(Title)

16870 Schaefer Hwy
Address

Detroit
City

MI 48235
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Detroit)

Alex Baloch, being first duly sworn, deposed and says that:

1. He is President of, Decima 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: 08/29/2022 By: Decima LLC
(Company)

By: President
(Title)

Subscribed and sworn to before me, a Notary Public, this 29th day of Aug, 2022.

Notary Public, Wayne County,
My commission expires: 01-01-2023

Bassam Ali Gharib
Notary Public of Michigan
Wayne County
Expires 01/01/2023
Acting in the County of Wayne

SECTION C

Subcontractors

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

Amps supply

Address: 16870 Schaefer Hwy., Detroit, MI 48235 Suite. A

Email: yaseen.badar@ampssupply.com

Panel fabrication and testing tasks will be Perfomed by Amps supply.

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, Alex Baloch an authorized representative of Decima LLC 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 08/29/2022

Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Alex Baloch	Decima LLC
Telephone	Email Address
260-243-0591	alex.baloch@decimaai.com

Contract or matter pending with the City:

I, Alex Baloch, President of Decima LLC assuring that we have no contract or matter pending with the City.

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

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

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

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

Property address: _____

Property interest: _____

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

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: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution:

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

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☒ None of the above apply.

Dated: _____ *Signature*

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 29 day of Aug, 2022,
By Alex Baloch.

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	Decima LLC
ADDRESS:	16870 Schaefer Hwy
CITY, STATE, ZIP:	Detroit, MI 48235
TELEPHONE:	260-243-0591
OFFICERS: Samreen Mastoi	
President: Alex Baloch	Email Address: alex.baloch@decimaai.com
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer: Khadija Shabbar	Email Address: Khadija.Shabbar@decimaai.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Decima LLC
STREET ADDRESS:	16870 Schaefer Hwy
CITY, STATE, ZIP CODE:	Detroit, MI 48235
UNDER CURRENT MANAGEMENT SINCE (DATE):	2017

CRITERIA 3:

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

Small Business Enterprise (SBE) SBE19-0099
Michigan Minority Supplier Development Council (NMSDC) MI05402

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

a) apprentice/journeyman.

CRITERIA 4:

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

I, Alex Baloch, President of Decima LLC is responsible for that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

CRITERIA 5:

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

I, Alex Baloch, President of Decima LLC is verifiyng the above given is statement.

CRITERIA 6 (ATTACHMENT REQUIRED)

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

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

☑ NONE

CRITERIA 9:

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

☑ NONE

CRITERIA 10:

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

☑ NONE

CRITERIA 11:

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

Name:	Hiscox Insurance Company Inc
Type of Coverage:	Umbrella Coverage
Telephone:	

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

CRITERIA 12 (ATTACHMENT REQUIRED):

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

CRITERIA 13:

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

☑ Yes, we have a Fitness for Duty Program

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

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

I, Alex Baloch, President of Decima LLC is responsible for warranty of labor, equipment and materials.

CRITERIA 15:

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

I, Alex Baloch, President of Decima LLC will comply with current wages and fringe benefits as required under applicable federal, state, or local wage laws.

CRITERIA 16:

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

I, Alex Baloch, President of Decima LLC is agree to comply with this Ordinance in each contract and subcontract.

CRITERIA 17:

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

PLC equipment lead times may require alternate hardware option which might affect pricing by +-10%.

CRITERIA 18:

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

Name of Person	Designation	Experience
Alex Baloch	Project Manager	25 Years
Hasan Cheema	Control Engineer	15 Years
Martel Haynes	Instrumentation Technician	20 Years
Tony Dunckley	Electrician	30 Years
Dustin Foster	Site Supervisor	09 years

CRITERIA 19 (ATTACHMENT REQUIRED):

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

CRITERIA 20:

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

Internal quality control program QC500 will insure accurate and spec driven product shipment to the site.

CRITERIA 21:

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

I, Alex Baloch, President of Decima LLC provides assurance that all construction work for this project will proceed economically, efficiently, continuously and without interruption.

CRITERIA 22 (ATTACHMENT REQUIRED):

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

CRITERIA 23:

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

2 apprentices for 1 journeyman.

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

☐ Yes

☑ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

☑ Yes ☐ No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

Decima will utilize 30% of project value through local labor.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

Decima believes in equal opportunity rights.
No person shall be denied employment on the basis of race, color, religion, national origin, gender, age, ethnicity, sexual orientation, creed, disability status, veteran status, marital status, ex-offender status, or any other status protected by law.

Decima LLC/Alex Baloch

Print Firm Name/Principal
Alex Baloch

Signature/Principal
08/29/2022

Date

Bid Evaluation Criteria.

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

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

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

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

Price (25%)

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

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

Corporate Accountability (25%)

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

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

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

Workplace Safety (25%)

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

Workforce Development (15%)

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

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while

retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

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

DECIMA LLC

NMSDC
MBE Certified

Small Business
SBE
CERTIFIED
Enterprise

2022 - CITY OF JACKSON WWTP SCADA IMPROVEMENTS

16870 Schaefer Hwy, Detroit, MI 48235
(260)-243-0591| decimaai.com | alex.baloch@decimaai.com

Order No	
BDNET20626	
Order Date	**Order Time**
Aug 30, 2022	02:00 PM

To,

Purchasing Department

Documents and statements are attached which are required by the city in the bid proposal.

CRITERIA 06:

Decima delivers a complete suite of services including but not limited to design-build, operational maintenance, and optimized turnkey solutions that are smarter, eco-friendly, economical, safe, andsustainable. Our domain of expertise includes construction management, project management, cost estimation, electrical, mechanical, industrial automation, renewable energy integration, and IT services. Our team of professionals possess multi-disciplined experiences, with a legacy of delivering high-quality and value-oriented results. The innovative solutions at Decima are based on extensive R&D to keep pace with the digital revolution.

CRITERIA 07:

See next page

J. RYAN BONDING

August 29, 2022

Contractor Fax (313)000-0000
Website jryanbonding.com
P.O. Box 465, Hudson WI 54016-0465
Phone 800-535-0006 Fax 715-377-8231

DECIMA, LLC
16870 Schaefer Hwy
Detroit, MI 48235

DECIMA LLC is in the process of responding to a Request for Proposal (RFP). GRANITE RE, INC (Surety) will act as Surety, for the Contractor. Our A.M. Best Rating is A+.

This letter will acknowledge and certify that the Surety has evaluated and determined that at the time of this letter available bonding capacity is sufficient to provide Performance and Payment Bonds for bonding.

WORKING PROGRAM:

This is to advise that DECIMA LLC is approved for $750,000 per single contract / $1,500,000 for an aggregate bonded backlog to start.

CRITERIA 12:

Decima has different technical teams, and with coordination of them, we are able to set methods, practices, and processes applied to plan, control, and accomplish a project. Decima will utilize a subcontractor for the panel fabrication process.

I, Alex Baloch, President of Decima LLC is verifying that the construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 19:

1. GLWA, Andrae Savage, andrae.savage@glwater.org, 313.352.6114
2. AK Steel, Karl Kessler, karl.kessler@aksteel.com, 313.410.5918
3. Detroit Water & Sewerage Department, Anil Gosine, anil.gosine@detroitmi.gov, 313.999.3649

CRITERIA 22:

- **Project # 01 – Belle Isle Intake Automation Upgrade**

(A)	Detailed description of relevant work performed and results achieved	Decima LLC performed the following tasks. Task 1: System Integrations. • Control Panel Design & Build • PLC and SCADA Programming Task 2: Radio Communication • Radio configuration and commission Task 3: Process Instrumentation • Drawings
(C)	Customer/Client name	GLWA
(D)	Project name	Belle Isle
(E)	Customer point of contact for project	Andrae Savage
(F)	Phone number:	313.352.6114
(G)	Point of contact email	andrae.savage@glwater.org
(H)	Project performance period	Aug 2019 – Dec 2019 (5 months)
(I)	Brief summary of the project	Task 1: System Integration

		Control Panel: • Control panel design and built • Enclosure and panel cutout for housing Simatic S7-1500 CPU, IO module, power supply and related hardware. Programming: • PLC and HMI design and programming • SCADA design and programming • Integration of Hawk controller to S7-1500 PLC • Ovation integration and HMI graphics development. Task 2: Radio Communication Radio Configuration and Commission: • Radio setup and configuration • Radius server authentication setup and programming • Start-up assistance, commissioning and training
(J)	Name of Individuals involved in this Project	• Shane Baldwin • Elton Jackson • John Clark

➢ **Project # 02 – DPW SCADA System Improvements**

(A)	Detailed description of relevant work performed and results achieved	Decima LLC performed the following task for Chesterfield Township DPW. Task 1: PLC and SCADA Upgradation • Pressure Reducing Valve Station (PRV) PLC Upgrade • Water Pump Station PLC Upgrade • Programming • SCADA System Verification Task 2: Wireless Communication • Cellular Modem Upgrade
(B)	Project Description	Upgraded components of Supervisory Control and Data Acquisition (SCADA) system for six (6) sanitary sewer lift stations, one (1) storm sewer lift station, one (1) pH monitoring stations, and five (5) master water pressure reducing valve (PRV) stations. The DPW required upgrading of existing PLCs in the system, upgrading to a cellular communication system from current radio system, add battery backup, and adding an overload contact to all starters in the system.
(C)	Customer/Client	Chesterfield Township

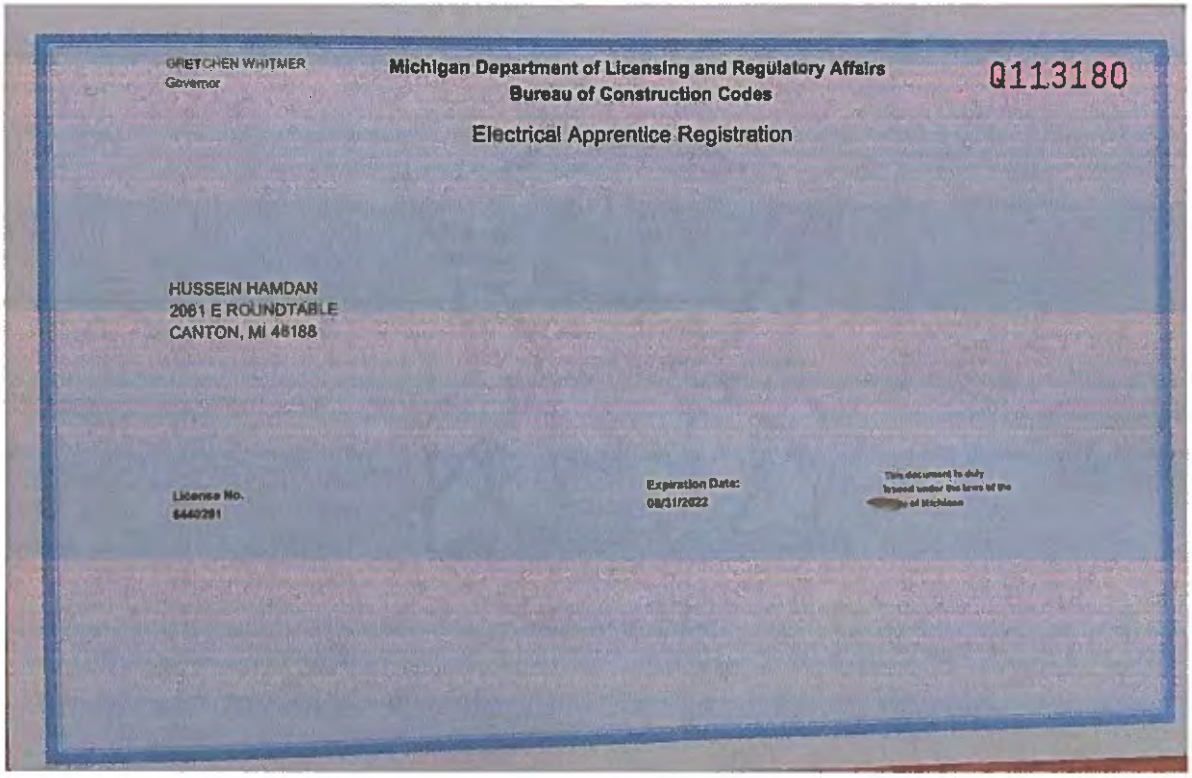
	name	
(D)	Project name	2019 DPW SCADA System Improvements
(E)	Customer point of contact for project	Kevin Johnson
(F)	Phone number:	586.649.6352
(G)	Point of contact email	kjohnson@chesterfieldtwp.org
(H)	Project performance period	April 2019 – July 2019 (4 months)
(I)	Brief summary of the project as a whole	Task 1: SCADA Upgrade Pressure Reducing Valve Station (PRV) Upgrade • Remove the existing PLC (1100) having part # 1763-L16BWA. • Furnish and installed Micrologix 1400 PLC having part # 1766-L32BWA (20 DC IN and 6 relay OUT) for all the PRV stations. Water Pump Station Upgrade • Remove the existing PLC (1500) having part # 1764-L28BXB. • Furnish and installed Micrologix 1400 PLC having part # 1766-L32BXB (20 DC IN and 6 relay OUT) for the Water Pump station. Programming • PLC programming/conversion of all the stations programs individually is performed with programming software RS-Logix version 8.30. SCADA System Verification • Performed SCADA system verification after complete hardware installation and testing on all PRV stations, water pump stations, Lift stations and Ogura clutch PH monitoring. • Site Acceptance Testing (SAT) report verified Task 2: Wireless Communication Cellular Modem Configuration • Existing radio system is converted to cellular modem communication system. The modification are based on PLC hardware and cellular communication system. • Installed cellular modem along with the installation of cable and antenna on all PRV

		stations, water pump stations, Lift stations and Ogura clutch PH monitoring.
(J)	Name of Individuals involved in this Project	• Shane Baldwin • Ricardo Jackson • Elton Jackson • John Clark

CRITERIA 24:

- Decima's **Experience Modification Rating (EMR)** is **0.7**.

CRITERIA 26:



GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q113180

Electrical Apprentice Registration

HUSSEIN HAMDAN
2061 E ROUNDTABLE
CANTON, MI 48188

License No.
6440291

Expiration Date:
08/31/2022

This document is duly issued under the laws of the State of Michigan

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Division
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Journeyman Electrician License

ABBAS H YOUNES

DEARBORN, MI 48124

License No:
6336133

Expiration Date:
12/31/2022

ABBAS H YOUNES

DEARBORN, MI 48124

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Journeyman Electrician License

ABBAS H YOUNES

DEARBORN, MI 48124

License No.
6336133

Expiration Date:
12/31/2022

This document is duly issued under the laws of the State of Michigan

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Division
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Journeyman Electrician License

HOPETON A DUKLEY
407 KENDRY
BLOOMFIELD,MI 48302

License No:
6333133

Expiration Date:
12/31/2022

HOPETON A DUKLEY
407 KENDRY
BLOOMFIELD,MI 48302

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Journeyman Electrician License

HOPETON A DUKLEY
407 KENDRY
BLOOMFIELD,MI 48302

License No.
6333133

Expiration Date:
12/31/2022

This document is duly issued under the laws of the State of Michigan

CRITERIA 28:

Decima has attended the following Equal Employment Opportunity Programs.

- CO100 - The Law of Equal Employment Opportunity.
- CO213 - Affirmative Action Programs.
- CO220 - Harassment Prevention in the Workplace.

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27th , 2022

SUBJECT: Approve the sale of City owned property located at 112 Second St, for $ 35,000.

Recommendation: Approve the sale of City owned property located 112 Second Street, to Jorge Barrantes for $35,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

Attachments: Purchase agreement, cost calculation and Real Estate Net sheet, work scope

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: September 27th, 2022

RECOMMENDATION: Approve the sale of City owned property located at 112 Second Street for $35,000.

SUMMARY

The City of Jackson owns real property located at 112 Second Street. Property was placed on the MLS by Real Estate Agent Rich Cook. On 8-24-2022 an offer of $35,000 was submitted to purchase the property from Jorge Barrantes. According to the offer to purchase, closing date is set to take place on or before September 30th, 2022. .

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, tax chargeback, personnel, maintenance, open receivables and real estate cost/fees $12,534.92. Sale price $35,000. Net remaining to be transferred into the City's General Tax Account is $22,534.92. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 112 Second St, located within the City of Jackson Historic District, was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Community Development Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On August 24th, 2022 Real Estate Agent Rich Cook of ERA Reardon Realty assisted the buyers Jorge Barrantes with submitting an offer to purchase 112 Second St from the City of Jackson for the amount of $35,000. Should Council agree to accept the bid amount, the closing is set on or before September 30th, 2022. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable. Owner is required to complete a list of repairs prepared by Chief Building Official Brian Taylor that were deemed essential.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet.

ERA REAL ESTATE REARDON REALTY

Property Address: 112 2nd Street Date: 09/07/2022

Seller Name(s): City Of Jackson

	Debit	Credit
Sale Price		35000
Brokerage Fee	2000	
Transfer Tax	301	
Tax Proration (Approximate)	0	
Title Insurance	418	
Home Warranty	0	
Well & Septic	0	
Transaction Fee	0	
Pest Inspection	0	
Wire Fees	0	
Doc. Preparation (Deed)	50	
Seller's Concession		
american title closing fee	150	
Subtotal	2919	35000
Net Credit/Debit	32081	
Less Mortgage Balance		
Total Net To Sellers	32081	

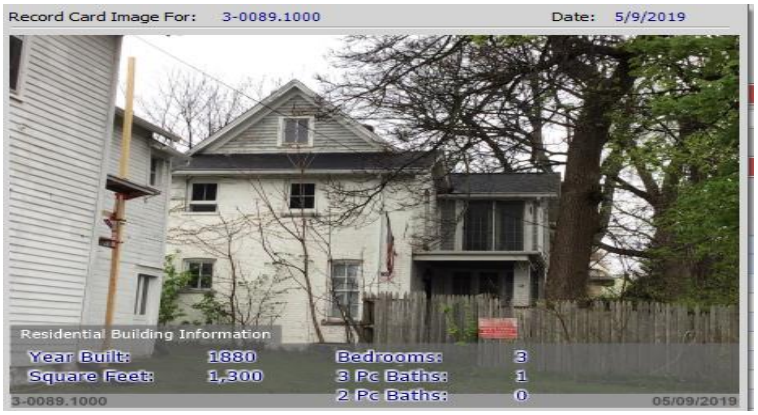
*These figures are estimates only, and subject to change.

Seller _____ Seller _____

112 SECOND ST.

PIN#

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)



Ready to List / Closing Date		9.7.22
Sales Price	$	**35,000.00**
Est. Project Cost *	$	12,465.09
Net Sale	**$**	**22,534.92**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up			$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2123	PD 8.3.22	$ 2,500.00	$ 2,500.00	$ -
						$ -
Subtotal	**Contract Amount(s)**			**$ 2,500.00**	**$ 2,500.00**	**$ -**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card	Hammon Hardward		Entry Lock (pd 6.8.21)	$ 15.00	$ 15.00	$ -
	Hammon Hardward		No Trespassing Signs (pd 6.17.22)	$ 11.32		
Contingency			*N/A*	$ -	$ -	$ -
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate		# of Hrs.			
Brian Taylor	$ 67.52		5.00	$ 337.60	$ 337.60	$ -
Sven Harrison	$ 50.40		3.00	$ 151.20	$ 151.20	$ -
Mark Fish	$ 63.77		N/A	$ -	$ -	$ -
Kim Randell	$ 50.05		N/A	$ -	$ -	$ -
Sindy Foster	$ 41.65		0.50	$ 20.83	$ 20.83	$ -
Shannon Williams	$ 47.96		2.00	$ 95.92	$ 95.92	$ -
Shane LaPorte	$ 75.19		3.00	$ 225.57	$ 225.57	$ -
County Tax Foreclosure / Chargeback Cost (Ward 5 - 2021)			Estimated	$ 1,269.17	$ 1,269.17	$ -
Taxes	Summer 2021		N/a	$ -	$ -	$ -
Special Assessment	2022		Repave Roads	$ 3,061.76	$ -	$ 3,061.76
Open Receivables	Multiple		Verified in Building.net 9.19.22	$ 1,540.40	$ -	$ 1,540.40
Open Utility	$0.00 balance		Verified in Building.net 9.19.22	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables	$317.32 balance		Verified in Building.net 9.19.22	$ 317.32	$ -	$ 317.32
Net Real Estate Fees			Net Sheet 9.9.22	$ 2,919.00	$ -	$ 2,919.00
Subtotal	**Additional Cost**			**$ 9,965.09**	**$ 2,115.29**	**$ 7,838.48**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 12,465.09**	$ 4,615.29	**$ 7,838.48**

* **Project Cost Includes Remaining Balance Still Outstanding**

dotloop signature verification: dtlp.us/Wwty-X0CY-m5jX

Exterior

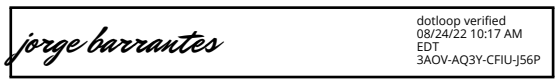
- Install concrete driveway (deposit $10,000 into escrow fund to ensure installation)
- Remove all existing wood fencing from property.
- Remove and clean up all vines, small trees, rocks and provide a balanced grade to the lot.
- Scrape and paint all walls, trims, soffit, fascia, and doors. Home in HDC, to be approved.
- Clean out gutter system, repair were needed, repair downspouts.
- Repair windows to a sound and openable condition or replace. If replacement note that home is located in the Historic District and HDC approval is required for any alterations to the exterior of the home
- Repair all exterior doors. If doors to be replaced HDB approval will be required.

Interior

- Repair and paint all walls, trims, ceilings.
- Clean and stain all floors or provide alternate flooring finish
- Boiler system to be tested and serviced by a licensed contractor. If major repair or replacement is required, obtain Mechanical permit for all associate work.
- Install smoke detectors and carbon monoxide detectors throughout home installed to MRC 2015 code requirements
- Plumbing system to be tested and repaired as needed. Plumbing permit will be required. To include.
    - Water heater
    - Supply lines
    - Drain lines
    - Sinks, kitchen and bathroom fixtures
- Provide handrail to basement
- Electrical system to be serviced. Electrical permit will be required for:
    - Service panel and power restoration requests
    - Install missing electrical fixtures through home
    - Test and repair all wiring as needed

Permits- All permits will be required to be obtained prior to utility restorations to home

- Building permit- For any new window or door installations or planned renovations to home
- Electrical permit
- Mechanical permit
- Plumbing permit



dotloop signature verification: dtlp.us/AGMo-gsou-kVbo

SALES CONTRACT

Property Address 112 2nd Street, Jackson, MI 49201

Listing Office: ERA Reardon Realty
Office License #:
Phone:
Listing Agent: Richard Cook
Listing Agent License #:
Phone: 517-474-7424
Email: cook087@msn.com
☐ Seller's Agent ☑ Dual Agent ☐ Transaction Coord.

Selling Office: Rich Cook
Office License #:
Phone:
Selling Agent:
Selling Agent License #:
Phone:
Email:
☐ Seller's Agent ☐ Buyer's Agent ☑ Dual Agent ☐ Transaction Coord.

1. **THIS** offer made 08/23/2022 between (Buyer) Jax Properties specify marital/legal status: Address 1501 Cooper Jackson mi. 49202 and Seller Jonathan greene

2. **FOR** the purchase of the property commonly known as 112 2nd Street City Jackson Zip 49201 or described as E 37 FT OF W 61.43 FT OF LOT 7 ALSO N 18 FT OF E 69.2 FT OF LOT 7 BLK 11 LIVERMORE WOOD & EATON'S ADD located in the of , County of Jackson County State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil, mineral rights, fuel oil or propane owned by Seller are included in the purchase price.
☐ Exceptions ☐ Additions:

3. **PURCHASE PRICE** thirty-five thousand **Dollars** $ 35000

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows:

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

☑ **CASH**: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this contract is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

☐ **NEW MORTGAGE**: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a type mortgage for no less than years, with a minimum down payment of % of the purchase price at no more than % interest per annum. Buyer will supply to Seller a pre-approval letter within calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within days of the date of this acceptance.

☐ **LAND CONTRACT**: $ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of $ or more. Interest at % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment ☐ will ☐ will not include taxes and insurance in the monthly payment. Said Contract ☐ will ☐ will not have a due on sale clause. **BUYER** ☐ does ☐ does not request a land contract memo at the Buyer's expense. Additional terms

6. **SELLER CONCESSIONS**: ☐ NO Seller Concessions ☐ Seller Concessions: Seller to pay $ or % of the sale price for purchaser's closing costs, discount points, or prepaid items to include escrow and any other costs to conform to lender guidelines.

7. **HOME SALE CONTINGENCY** This contract is contingent upon: ☐ NONE
☐ SALE AND CLOSE OF ☐ CLOSE OF: ADDRESS

8. **EARNEST MONEY** Buyer herewith deposits $ 1000 in the form of check as earnest money to be held by American Title as part of the purchase price or the down payment portion where applicable. If this contract is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this contract, Buyer may receive an immediate refund of all earnest money in full termination of this contract or may pursue specific performance of this contract. If Buyer defaults in the performance of this contract, all deposits shall be forfeited to Seller in full termination of this contract or may pursue specific performance of this contract. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

dotloop signature verification: dtlp.us/AGMo-gsou-kVbo

SALES CONTRACT

Property Address 112 2nd Street, Jackson, MI 49201

9. **FORM** of Conveyance:
   A. Seller shall pay for, convey and transfer, by ☐ Warranty Deed or ☐ Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this contract, and pay all county/state transfer tax.
   B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

10. CLOSE OF SALE: Time is of the essence. Closing to occur once approved to close by the lender or receipt of final closing documents. However, close of sale shall be on or before 09/30/2022.

11. PRORATIONS: Rent and association fees, if any, are to be prorated as of the date of closing.
☐ Seller will escrow the sum of $0 for final water and sewer bill with Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

12. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: ☑ Immediate Possession at Time of Closing
☐ At _____ a.m. ☐ p.m. ☐ on the _____ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer $_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.
Exceptions: _____

13. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. If the current PRE is 0% and buyer's taxes will be adjusted based on 100% PRE in the same CALENDAR year as close, then taxes will be prorated based on 100%. **EXCEPT,** if taxes are unallocated as to the parcel being sold, Allocation to be determined prior to close. **Buyer should not assume that buyer's future tax bills on the property will be the same as seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.**

14. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

15. **ACKNOWLEDGEMENT OF DISCLOSURES:**
Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this contract, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on _____, the terms of which shall be part of this contract.

☐ Buyer shall have 10 days after the date of this contract to conduct an inspection of the property for the presence of ead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this contract shall terminate and any deposit shall be refunded to Buyer.

☑ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

☑ Buyer acknowledges that a Seller's Disclosure statement dated 08/23/2022 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq*., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

16. **HOME WARRANTY**
☐ Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. ☑ Buyer waives Home Warranty.

dotloop signature verification: dtlp.us/AGMo-gsou-kVbo

SALES CONTRACT

Property Address 112 2nd Street, Jackson, MI 49201

17. **PROPERTY INSPECTIONS**: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract. The inspection(s) do not create a list of repairs for the Seller to correct. The negotiated price fairly reflects the present "AS-IS" condition of the property.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the sales contract that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept, negotiate, or refuse to accept the proposed revisions in writing. Seller's failure to respond within the 5 day period constitutes a rejection of the proposed revision. If Seller agrees to the revision, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed revisions, Buyer may either withdraw its objections and proceed to closing or terminate the contract and have the earnest money deposit returned to Buyer. Buyer's failure to respond in writing to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this contract.

☑ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

18. **WELL AND SEPTIC INSPECTIONS –** CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE**:**

☑ **Connected to community water** ☑ **Connected to community sewer**

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the water is potable.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report that the well system is in good working order.
☐ by a certified inspector.

☐ **Buyer** ☐ **Seller** to furnish a written report stating that the septic system is in good working order.
☐ by a certified inspector.

☐ **Buyer waives water/well/septic inspection.**

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this contract based on the results of an inspection shall terminate this contract unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

19. **WOOD DESTROYING INSECT INSPECTION:** ☐ **Buyer** ☐ **Seller** ☑ **Buyer waives wood destroying insect inspection -** shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this contract may be declared null and void by the Buyer.

20. SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:

☐ **Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established.

☐ **Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)

☐ **Boundary (Stake) Survey** - ☐ Buyer ☐ Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

☑ Buyer waives stake survey, mortgage report and property improvement report.

21. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this contract and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this contract's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Sales Contract was executed, and the included personal property remains on the premises.

22. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Sales Contract are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.

dotloop signature verification: dtlp.us/AGMo-gsou-kVbo

SALES CONTRACT

Property Address 112 2nd Street, Jackson, MI 49201

23. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this contract, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary contract between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the contract. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this contract. This contract is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq*. This contract is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:
Buyer _____ _____ Seller _____ _____

24. **OTHER PROVISIONS:**

sold by quit claim deed. Buyer acknowledges list of required repairs.

25. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the contract shall not be amended or modified unless both parties do so in writing, c) this contract shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this contract shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

26. **ELECTRONIC COMMUNICATION**: As an alternative to physical delivery, the parties agree that this contract, any amendment or modification of this contract and/or any written notice or communication in connection with this contract may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

27. Buyer gives the Seller until 5pm ☐AM/PM ☐09/15/2022 for written acceptance of this contract and agrees that this contract, when accepted by Seller via original or facsimile signature, will constitute a binding contract between Buyer and Seller.

jorge barrantes dotloop verified 08/24/22 10:17 AM EDT XRW7-4HKO-25CP-XRZM	
BUYER	BUYER
jorge barrantes	
Print Buyer's Legal Name	Print Buyer's Legal Name

28. **Seller's Response:** _____ _____ ☐AM/PM ☐

☑ ACCEPT ☐ REJECT ☐ EXCEPT AS FOLLOWS: as written

and Seller gives the Buyer until _____ ☐AM/PM ☐09/16/2022, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER	SELLER	SELLER MARITAL STATUS

29. **Buyer's Receipt and Acceptance of Changes:** _____ _____ ☐AM/PM ☐

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

☐ ACCEPT/ACKNOWLEDGEMENT ☐ REJECT ☐ EXCEPT: SEE ADDENDUM: _____

BUYER	BUYER

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS®. Users of this from are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS® is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 27th , 2022

SUBJECT: Approve the sale of City owned property located at 1000 Adrian St, for $ 10,000.

Recommendation: Approve the sale of City owned property located 1000 Adrian Street, to Francisco Cortes Lopez for $10,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

.

Attachments: Purchase agreement, cost calculation and Real Estate Net sheet, work scope.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director Community Development

DATE: September 27th, 2022

RECOMMENDATION: Approve the sale of City owned property located at 1000 Adrian Street for $10,000.

SUMMARY

The City of Jackson owns real property located at 1000 Adrian St. Property was placed on the MLS by Real Estate Agent Rich Cook. On 9-4-2022 an offer of $10,000 was submitted to purchase the property from Francisco Cortes Lopez. According to the offer to purchase, closing date is set to take place on or before September 30th 2022. .

BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, **tax chargeback**, personnel, maintenance, **open receivables** and real estate cost/fees $10,000. Sale price $10,000. Net remaining to be transferred into the City's General Tax Account is $0. Upon sale the property will be placed back on the tax roll. Approximate cost for City to demolish $22,493

HISTORY, BACKGROUND and DISCUSSION

Property located at 1000 Adrian St was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Community Development Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On September 4th, 2022 Victoria Hernandez-Ruiz of EXP Realty LLC assisted the buyers Francisco Cortes Lopez with submitting an offer to purchase 1000 Adrian St from the City of Jackson for the amount of $10,000. Should Council agree to accept the bid amount, the closing is set on or before September 30th, 2022. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable. The first offer for this house submitted in February, 2022 was withdrawn by the purchaser and not had any offers since. Owner is required to complete a list of repairs prepared by Chief Building Official Brian Taylor that were deemed essential.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet, scope of work

ERA REAL ESTATE REARDON REALTY

Property Address: 1000 Adrian Date: 09/07/2022

Seller Name(s): city of jackson

	Debit	Credit
Sale Price		10000
Brokerage Fee	2000	
Transfer Tax	86	
Tax Proration (Approximate)	0	
Title Insurance	400	
Home Warranty	0	
Well & Septic	0	
Transaction Fee	0	
Pest Inspection	0	
Wire Fees	0	
Doc. Preparation (Deed)	50	
Seller's Concession	0	
american title settlement fee	150	
Subtotal	2686	10000
Net Credit/Debit	7314	
Less Mortgage Balance		
Total Net To Sellers	7314	

*These figures are estimates only, and subject to change.

Seller _____ Seller _____

1000 ADRIAN AVE.

PIN# 5-077400000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)

Ready to List / Closing Date	9/7/2022

Sales Price	$	**10,000.00**
Est. Project Cost *	$	10,000.00
Net Sale	**$**	**(0.00)**

Contracts				**Cost**	**Pd to Date**	**Remaining Balance**
Johnny's Tree Services						
	Tree/Brush Clean-up			$ -	$ -	$ -
Mohawk	Clean-up Services	Inv#2112	PD 12.3.21	$ 1,800.00	$ 1,800.00	$ -
						$ -
Subtotal	**Contract Amount(s)**			**$ 1,800.00**	**$ 1,800.00**	**$ -**

Additional Project Cost				**Cost**	**Pd to Date**	**Remaining Balance**
Consumers - Acct	N/A			$ -	$ -	$ -
Water >						
Meter Replace	N/A			$ -	$ -	$ -
Billing #1	N/A			$ -	$ -	$ -
Procurement Card	Hammon Hardward		Entry Lock (pd 6.8.21)	$ 15.00	$ 15.00	$ -
Contingency			***N/A***	$ -	$ -	$ -
Miscellaneous				$ -	$ -	$ -
City Employee(s) Hrs.	Hrly Rate		# of Hrs.			
Brian Taylor	$	67.52	3.00	$ 202.56	$ 202.56	$ -
Sven Harrison	$	50.40	2.00	$ 100.80	$ 100.80	$ -
Mark Fish	$	63.77	N/A	$ -	$ -	$ -
Kim Randell	$	50.05	N/A	$ -	$ -	$ -
Sindy Foster	$	41.65	0.50	$ 20.83	$ 20.83	$ -
Shannon Williams	$	47.96	1.00	$ 47.96	$ 47.96	$ -
Shane LaPorte	$	75.19	1.00	$ 75.19	$ 75.19	$ -
County Tax Foreclosure / Chargeback Cost (Ward 1 - 2019)			Estimated	$ 2,639.48	$ 2,639.48	$ -
Taxes	Summer 2022		N/a	$ -	$ -	$ -
Special Assessment	2021		N/a	$ -	$ -	$ -
Open Receivables	Multiple		Verified in Building.net 9.19.22	$ 2,412.18	$ -	$ 2,412.18
Open Utility	$0.00 balance		Verified in Building.net 9.19.22	$ -	$ -	$ -
Open DPW Invoices/Misc Receivables	$0.00 balance		Verified in Building.net 9.19.22	$ -	$ -	$ -
Net Real Estate Fees			Net Sheet 9.19.22	$ 2,686.00	$ -	$ 2,686.00
Subtotal **Additional Cost**				**$ 8,200.00**	**$ 3,101.82**	**$ 5,098.18**

	Cost	Pd to Date	**Remaining Balance Still Outstanding**
Total Project Cost	**$ 10,000.00**	$ 4,901.82	**$ 5,098.18**

* **Project Cost Includes Remaining Balance Still Outstanding**

dotloop signature verification: dtlp.us/4WfE-mrBw-EcPn

ADDENDUM TO: ☑ **PURCHASE AGREEMENT** ☐ **LISTING CONTRACT** ☐ **LEASE AND/OR OPTION AGREEMENT** **ADDENDUM NO.** _____ **DATED** _____

THIS ADDENDUM IS ATTACHED TO AND MADE A PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDERSIGNED PARTIES DATED _____ **COVERING PROPERTY LOCATED IN THE** _____ **OF** 07 **COUNTY OF** Jackson County **STATE OF MICHIGAN, COMMONLY KNOWN AS** 1000 Adrian, Jackson, MI 49203 _____.

****

IT IS AGREED AND UNDERSTOOD THAT ANY ADDITIONS OR CHANGES SHOWN BELOW SUPERSEDE THE ORIGINAL AGREEMENT/CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

1000 Adrian- City Home Sale

Building/Electrical/Mechanical/Pluming permits will be required
Install concrete drive approach and install new asphalt or concrete driveway to allow for parking of 2 cars beyond front of home
Repair or demolish existing rotted carport to S.
Fill holes around foundation and restore surrounding yard areas and remove all overgrowth surrounding home
Repair damaged foundations interior grade wall and tuck point remaining foundation as needed
Remove all mold covered basement insulation and coverings. Treat all floor areas for mold
Remove rotted chimney enclosure to S of home. Repair all damaged wall and floor framing as needed. Insulate area and restore siding and interior wall finish
Repair all soffit/fascia
Repair gutters and downspouts
Repair/replace broken windows and doors and refinish remaining windows/storms/screens
Repair front concrete stairs/railings and NW porch stairs and railings
Obtain electrical permit for existing electrical services and to repair interior existing wiring and any new electrical fixture installations to home in accordance with Michigan Residential Code 2015
Repair/refinish interior first floor walls/ceilings/floors/kitchens and baths
Rebuild rotted front second story stairs and landing and install handrails and guardrails in accordance with Michigan Residential Code 2015
Install smoke detectors and carbon monoxide detectors per code
Remove boiler and asbestos pipe wraps by certified abatement contractor
Install new hot water heater and furnace ductwork
Obtain plumbing permit to repair all damaged service and drain lines and for any new plumbing fixture installations.
Remove 6' chain link fence gate with mesh wire infill

Occupancy of home prohibited until all work completed and all permits have been approved by City of Jackson Building Dept.

RESPOND BY _____

	Rigoberto Cruz dotloop verified 02/02/22 12:40 PM EST CAEP-MGXC-GW4V-Q8FE		02/02/2022
Witness	**Purchaser**	**Purchaser**	**Date**
Witness	**Seller**	**Seller**	**Date**
Witness	**Acknowledgement**	**Acknowledgement**	**Date**

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.

PURCHASE AGREEMENT

MLS# 55021116469 *DATE* September 4th, 2022

LISTING BROKER ERA REARDON REALTY, L.L.C.	**SELLING BROKER** EXP Realty LLC
LISTING AGENT RICH COOK	**SELLING AGENT** Victoria Hernandez-Ruiz
AGENT ID# 55195223265677 **OFFICE ID#** 554847430391	**AGENT ID#** 441069 **OFFICE ID#** 375382
EMAIL cook087@msn.com	**EMAIL** victoria.hernandez11@yahoo.com
PHONE (517) 474-7424	**PHONE** (888) 501-7085

1. **PROPERTY DESCRIPTION:** The undersigned Buyer hereby offers and agrees to purchase Property located in Michigan, City/Township/Village of Jackson County of Jackson Tax ID# 5-077400000
Legal description N 1/2 Lot 4, Blk 2 Moore's Add
Also commonly known as 1000 Adrian ST (Street Address) Zip 49203.

Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on Property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, hard-wired telephone system and instruments designed for the system, television antennae, satellite dishes (if owned) and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door openers and transmitters, water softeners and security systems (if owned), mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and
N/A

Items specifically excluded in the Listing Agreement or MLS publication must be listed hereafter, or they will be deemed included in the sale:
N/A

2. **PRICE:** Buyer agrees to pay the sum of Ten Thousand Dollars Dollars ($10,000.00) in consideration for which Seller will provide a warranty deed subject to existing building and use restrictions and easements and rights of way of record.

3. **METHOD OF PAYMENT:** All money must be paid in U.S. funds by cashier's check, wired funds, or such other funds acceptable to the closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

☑ **A. CASH SALE.** Delivery of the Warranty Deed conveying marketable title and payment of the purchase price.

☐ **B. CASH SALE WITH NEW MORTGAGE.** Agreement contingent upon Buyer securing a _____ mortgage, not contingent upon sale or closing of other assets, in the amount of $_____ and paying $_____ down plus mortgage costs, prepaid items, adjustments and flood insurance (if required) by lender. Buyer agrees to apply for such mortgage at buyer's own expense within _____ calendar days from final acceptance of this Agreement. If a mortgage commitment conditioned only upon marketable title and satisfactory survey (if required) is not delivered to Listing Broker within _____ calendar days from date of agreement, the Seller may declare Agreement void. Buyer further agrees that in connection with application to lender, Buyer will promptly comply with lender's requirements and requests for true and accurate information required to process loan application.

☐ **C. SALE BY LAND CONTRACT/MORTGAGE ASSUMPTION/SELLER FINANCING.**
(See appropriate land contract financing addendum attached and made a part hereof.)

4. **EARNEST MONEY DEPOSIT:** Buyer is depositing with broker $0.00 in the form of a check, money order, cashier's check or certified funds. An additional sum of $0.00 shall be tendered within _____ calendar days of acceptance by Seller, making the total earnest money deposit $0.00. Total sums deposited will be deemed the Earnest Money Deposit to be held in accordance with the laws of the State of Michigan and applied to the purchase price at closing. The Earnest Money Deposit shall be disbursed ONLY in accordance with either: (a) the terms hereof; (b) a fully executed mutual release; or (c) until a civil action has determined to whom the deposit must be paid. If offer made is not accepted by Seller, the Earnest Money Deposit shall be returned to Buyer.

5. **ACKNOWLEDGEMENT OF EARNEST MONEY DEPOSIT:** Received by:_____
Company Name

_____ _____
Agent Signature

6. **CLOSING:** Subject to all conditions herein, closing shall take place on or before September 30th, 2022 at Listing Office or other mutually agreed-upon location. Seller shall pay all state and county transfer taxes and other costs required to convey clear title. Buyer shall not be deemed in default of this Agreement for any delay beyond the agreed upon closing date due to reasons associated with Truth in Lending and/or federal disclosure requirements related to Buyer's Good Faith Estimate.

7. **POSSESSION:** Seller shall deliver possession to Buyer ☑ at closing or ☐ by 12:00 Noon _____days after closing (closing to apply if no choice is made.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, SELLER SHALL PAY the sum of $_____ per day. Designated escrow agent shall retain from amount due Seller the sum of 1 ½ times daily fee, times total days for occupancy. Designated escrow agent shall disburse occupancy fee due Buyer every 30 days, upon written request from Buyer. Seller shall be entitled to any unused portion of occupancy fee as determined by date Property is vacated and keys surrendered to ☐ Buyer ☐ Listing Broker ☐ Selling Broker. Seller is legally obligated to deliver possession as specified herein. If Seller FAILS to deliver possession as specified herein, Seller shall pay TWICE the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, damages and other costs incurred by Buyer in obtaining possession and collecting any amount due. Brokers have no obligation, implied or otherwise, as to condition of premises or for seeing that premises are vacated on date specified.

8. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer and Seller acknowledge having been advised of availability of home protection plans.

9. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of ☐ CLOSING ☑ POSSESSION (possession will apply if no choice has been made.) Designated escrow agent shall retain from amount due Seller at closing $300.00, or more if needed for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.

10. **TITLE EVIDENCE AND SURVEY:** Seller agrees to order title insurance upon acceptance of offer and to furnish Buyer a commitment of Title Insurance to be issued without standard exceptions. Buyer to secure and pay for a survey, if required by the title company to remove the standard exceptions. After closing, a Policy of Title Insurance, at seller's sole cost, without standard exceptions will be issued in the amount of purchase price, bearing date of closing or later guaranteeing title in condition required for performance of Agreement. **Title Commitment shall be "marked up" at closing insuring through date of recording.**

Title Insurance has been recommended by the real estate broker(s).

11. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in the marketable condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, to either: (a) remedy title; or (b) obtain title insurance satisfactory to Buyer. Buyer agrees to complete sale within 10 calendar days of written notification that the title has been remedied or by date specified in this Agreement if later. If Seller is unable or unwilling to remedy title within time specified, Buyer will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may be declared null and void at Buyer's option.

12. **TAXES:** All property taxes due and payable on or before date of closing shall be paid by Seller. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date of municipality or taxing unit(s) in which Property is located. Buyer acknowledges that Property taxes are subject to change. If taxes are not paid in advance, see addendum made a part hereof. Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs for recording the warranty deed.

13. **ASSESSMENTS:** Seller shall discharge in full all public authority charges confirmed by municipality or taxing unit(s) (special assessments, water, sewer, paving charges, etc.) which are currently due and payable. Buyer is responsible for other assessments including, but not limited to, capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.

14. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium/homeowner association dues/assessments/liens shall be paid by Seller at closing. Any and all dues/assessments/liens confirmed and becoming due and payable after closing will be paid by Buyer. (See Condominium Addendum made a part hereof if applicable)

15. **MAINTENANCE OF PROPERTY:** Seller is responsible for keeping Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until Property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. In the event Property has

been winterized, it shall be the obligation and expense of Seller to de-winterize Property prior to closing. Seller agrees to leave Property broom-clean and free of debris and personal property.

16. **UTILITIES:** Seller shall order final billings on all utilities (gas, electric, etc.) as of the day of possession and Seller shall pay final billings. Seller shall not direct any utilities to be disconnected. Buyer agrees to inform all utility companies of ownership and to assume and pay all billings from day of taking possession.

17. **RISK OF LOSS:** Seller is responsible for any damage to the Property, except for normal wear and tear until the closing or possession, whichever is later. If there is damage that Seller is unable or unwilling to repair or to arrange and pay to be repaired, Buyer has the option to cancel this Agreement and the Earnest Money Deposit shall be immediately refunded to Buyer or Buyer can proceed with the closing and deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property and assume the responsibility for the repair, thereby releasing Seller.

18. **SELLER'S DISCLOSURE STATEMENT:** (initial only one).

Buyer(s) Initials

_____ **A** **With Disclosure:** Buyer has, prior to writing this offer, received Seller's Disclosure Statement.

✔ FLC _____ **B** **Without Disclosure:** All Parties understand that Seller's Disclosure Statement was not available at time this offer was written. Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's Acceptance of this offer pursuant to Public Act 92 of 1993.

73e7b07

19. **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978)

A. _____ Buyer's Initials — Buyer acknowledges that prior to signing this Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Statement.

B. _____ Buyer's Initials — Buyer shall have a 0 _____ day opportunity after date of Agreement to conduct an inspection of Property for presence of lead-based paint and/or lead-based hazards. (Federal regulations require a 10 day or other mutually agreed upon period of time.) If Buyer is not satisfied with results of this inspection, upon notice of Buyer to Seller within this period, Agreement shall be terminated and Earnest Money Deposit shall be refunded to Buyer.

C. _____ Buyer's Initials — Buyer hereby waives an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

20. **DEFAULT:**

A. **BUYER:** In the event Buyer fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Seller may elect to enforce the terms hereof, declare the sale void, and retain Earnest Money Deposit (per paragraph 4) as liquidated damages and/or seek all available legal or equitable remedies.

B. **SELLER:** In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Buyer may elect to enforce terms herein, declare sale void, be entitled to refund of Earnest Money Deposit (per paragraph 4), and/or seek all available legal or equitable remedies.

21. **FEES:** Buyer agrees to pay closing fees charged by lender and/or title company and a compliance/transaction fee of $ 195.00 _____ payable to Selling Broker at closing.

22. **TIME LIMIT:** Buyer is making this offer valid until _____ □ AM □ PM on _____ or until withdrawn in writing.

23. **ADDITIONAL DOCUMENTS ATTACHED:** The Seller's Disclosure Statement, Lead Based Paint Disclosure, Agency Relationship Disclosure, plus the following checked items are also attached hereto.

☐FHA/VA Addendum	☐Unplatted Land Addendum	☐Contingency Sales Agreement	☐Swimming Pool Addendum
☐Private Road Addendum	☐Condominium Addendum	☐Vacant Land Addendum	☐ Home Warranty
☐Add'l (General) Conditions	☐Well & Septic Addendum	☐Financing Addendum	☐_____

24. **FLOOD INSURANCE:** Buyer may, at his expense, obtain a Floodplain Certification within 0 _____ calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the property is in a Special Flood Hazard Area, Buyer may notify Seller, in

writing, within 0 days from the date of the Certification that Buyer declares this Agreement null and void and the deposit shall be returned to the Buyer. Failure to notify Seller that the property is in a Special Flood Hazard Area within this same time period shall constitute a waiver of Buyer's right to terminate the Agreement under this paragraph and Buyer agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

25. **WELL AND SEPTIC SYSTEM INSPECTION:** See attached addendum made a part hereof, if applicable.

26. **PROPERTY INSPECTION/DUE DILIGENCE CONTINGENCY:** **Note: Inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by, Buyer.** Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. **To ensure intended use of premises it is recommended that Buyer research:** square footage; building and use restrictions; easements; ordinances; regulations; school district; and/or property tax status. If Buyer **DOES NOT** notify Seller, in writing, within _____ calendar days from date of final acceptance of Agreement that Buyer is dissatisfied with results of due diligence, Agreement shall be binding without regard to inspection(s). If Buyer notifies Seller, in writing and within specified time, that, in Buyer's sole judgment, Buyer is dissatisfied with results of due diligence, Buyer shall do one, or a combination, of the following within the contingency period stated above.

A. Present to Seller an amendment for mutual agreement that cites a list of repairs and/or conditions to be remedied.
B. Present to Seller an amendment for mutual agreement with a credit to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
C. Present to Seller a Notice of Dissatisfaction with due diligence which shall render Agreement null and void, in which case Seller agrees to authorize Broker to return all earnest monies to Buyer.
D. In the event Seller and Buyer are unable to reach an Agreement to Buyer's proposals made under A or B, Buyer shall either elect to proceed with transaction by waiving this contingency in writing, or declare Agreement void by election of C within 3 calendar days of receipt of Seller's written responses to A or B above.

Buyer: Does _____ Buyer Initials ✔ **Does Not** FLC 504f596 Buyer Initials desire to have Property Inspection.

27. **LIABILITY OF BUYER FOR DAMAGE:** Buyer shall be solely responsible for any and all damage to Property as a result of any and all inspection(s) of Property authorized by or conducted by Buyer. Buyer shall pay for any and all necessary repairs to restore Property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.

28. **MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification of premises are required by local ordinance, state or federal law, or Buyer's lending institution, Seller agrees to pay for inspections. Seller agrees to complete any and all repairs required by municipality, provided repairs do not exceed $_____. If Seller does not complete all repairs required by municipality, Buyer may assume the additional costs to complete repairs, or Buyer may declare this Agreement void.

29. **BUYER ACCEPTANCE OF CONDITION:** **AS IS CONDITION** – By closing this transaction, Buyer shall be deemed to have accepted the Property in "AS IS" condition and it shall be deemed by closing this transaction that Buyer is satisfied with the condition of the Property.

30. **TIME FOR LEGAL ACTION:** Buyer and Seller agree that any legal action against either party or against Broker(s) or their agents related to the condition of the Property or arising out of the provisions of this Agreement or any services rendered or not rendered must be brought within the shorter of (a) the time provided by law, or (b) one (1) year after the Closing, or be forever barred.

31. **SHOWINGS:** Seller agrees not to allow the Property to be shown after the inspection contingency is removed or has expired.

32. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** The parties to this transaction acknowledge that they are bound by the requirements of FIRPTA, and that the required addendum or affidavit shall be prepared and executed to determine the amount required to be withheld from a foreign Seller's proceeds, if any.

33. **This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser.**

34. **DISCLAIMER OF BROKER(S) AND RELEASE:** Broker(s) and Broker(s)' agents specifically disclaim responsibility for the condition of Property and/or for performance of Agreement by the parties. Parties acknowledge that they are not relying on any representation or warranties that may have been made other than those in writing, and the parties waive and release and relinquish any and all claims or causes of action against the Broker(s), their officers, directors, employees and/or their agents for the condition of the Property or the performance of this Agreement by the parties. Broker(s) and its agents are not experts in the areas of law, tax, financing, surveying,

structural conditions, hazardous conditions, or engineering, and Buyer acknowledges that Buyer has been advised to seek professional advice from experts in these areas.

35. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves the right to walk through Property within 48 hours prior to closing to determine whether terms of Agreement have been met.

36. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.

37. **TIME IS OF THE ESSENCE:** Buyer and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Buyer and Seller. Time is of the essence.

38. **SUCCESSORS AND ASSIGNS**: This Agreement shall bind the personal representatives, administrators, successors and assigns of the parties.

39. **FACSIMILE/ELECTRONIC AUTHORITY:** As an Alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this agreement and/or any written notice of communication in connection with the agreement may be delivered to the Seller in care of the Listing Agent and the Buyer in care of the Seller Agent via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to the Listing Agent from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling Agent from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. All electronic means of signature or Initials by any party must be accompanied with a certificate.

40. **MISCELLANEOUS:**

A. **Amendment:** The parties agree that this Agreement may not be altered, amended, modified, or otherwise changed, except by a duly executed written agreement between the parties.

B. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

C. **Grammar and Syntax:** The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means "and/or," the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all genders and tenses.

D. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Michigan, the state in which the Property is located.

E. **Electronic Storage of Documents and Records:** The undersigned Sellers and Buyers hereby stipulate and acknowledge that all documents relating to this agreement and all records and correspondence relating thereto, whether now existing or created hereafter, may be stored as electronic images and the originals of the electronically stored documents may be destroyed. The electronic images shall be deemed to serve as the original documents thereafter.

41. **OTHER TERMS AND CONDITIONS**:

BUYER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT: Buyer hereby makes this offer with terms and conditions contained herein and acknowledges receiving a copy of this Agreement.

BUYER Francisco Cortes Lopez _____ BUYER _____
Please Print *Signature*

BUYER _____ BUYER _____
Please Print *Signature*

FLC
04549f0 Buyer(s) Initials

_____
Seller(s) Initials

MLS # 55021116469

WITNESS _____ DATE August 31st, 2022

SELLER SIGNATURE: Seller hereby agrees to terms and conditions contained herein. Seller acknowledges receiving a copy of this Agreement.

SELLER CITY OF JACKSON _____ SELLER _____
Please Print *Signature*

SELLER _____ SELLER _____
Please Print *Signature*

WITNESS _____ DATE _____

BUYER ACKNOWLEDGMENT OF ACCEPTANCE: Buyer's signature below acknowledges receipt of Seller's signed acceptance of this Agreement and constitutes a final acceptance of Seller's counteroffer (if any changes were made by the Seller, thereby making this Agreement a counteroffer).

BUYER _____ BUYER _____
Please Print *Signature*

BUYER _____ BUYER _____
Please Print *Signature*

WITNESS _____ DATE _____

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of REALTORS® to its members. Those who use this form are expected to review both the form and details of this particular transaction to ensure that each provision of this form is appropriate for this transaction. The Greater Metropolitan Association of REALTOR® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: City Council

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

SUBJECT: **Parking Permit Purchase Agreement**

Recommendation:
Approve a Parking Purchase Agreement between Commonwealth Associates, Inc. and the City of Jackson, allow the City Attorney and City Manager to make minor modifications, and allow the City Manager to execute the agreement.

Your consideration and concurrence is appreciated.

Jonathan Greene

DEPARTMENTAL REPORT

MEMO TO: City Council

FROM: Jonathan Greene, City Manager

DATE: September 27, 2022

RECOMMENDATION: Approve a Parking Purchase Agreement between Commonwealth Associates, Inc. and the City of Jackson, allow the City Attorney and City Manager to make minor modifications, and allow the City Manager to execute the agreement.
.

SUMMARY

Having recently closed on the former Comerica Bank building on West Michigan Avenue, Commonwealth will soon start renovating the building to better suit their needs and relocate their headquarters. This move showcases their commitment to downtown Jackson. Commonwealth sees great opportunity for their business and employees in the downtown area. The area offers employees more options for great restaurants, shops, and other businesses so close to the new office.

Commonwealth hires 10-15 new graduates each year for their Jackson location alone, and the company is delighted to introduce these new employees to the downtown area.

BUDGETARY CONSIDERATIONS

The 114 permits will yield approximately $75,240 per year for the parking system. The extra 86 permits will be utilized on as needed basis.

HISTORY, BACKGROUND and DISCUSSION

Commonwealth is an EC&M Magazine 2019 U.S. Top 10 engineering consulting firm committed to influencing and shaping the secure energy future. The firm serves utilities, independent power producers, government, industrial clients, and some of the world's most prestigious educational, research, and healthcare institutions. Headquartered in Jackson, Michigan, Commonwealth has offices in Columbus, Ohio; Atlanta, Georgia; Orlando, Florida; Charlotte, North Carolina, and Spokane, Washington.

POSITIONS

I recommend approval of the Parking Purchase Agreement between Commonwealth Associates, Inc and the City of Jackson.
.

ATTACHMENTS

DRAFT

PARKING PERMIT PURCHASE AGREEMENT

THIS AMENDMENT TO PARKING PERMIT PURCHASE AGREEMENT, made as of the date appearing below, is by and between the **CITY OF JACKSON,** a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called the "Seller", and **COMMONWEALTH ASSOCIATES, INC**, whose address is 245 W Michigan Ave, Jackson, Michigan 49201, hereinafter called the "Purchaser". The parties agree as follows:

WHEREAS, The Seller owns and operates certain public parking lots as shown on the attached **Exhibit A** map; and

WHEREAS, the Purchaser wishes to purchase parking hang tag permits primarily for use in Parking Lot Nos. 20, 21, and on street parking spaces; and

NOW THEREFORE, in accordance with the terms of this Agreement and the mutual covenants herein contained, the Parties mutually agree as follows:

1. The Purchaser agrees to purchase up to 114 annual parking permit tags to be used in Parking Lot Nos. 20, 21, and on street. The Seller may unilaterally change the color of the parking tags upon serving written notice of the color change to the Purchaser. Any color change to the parking tags by the City shall not diminish the ability of the parking tags to be utilized for City Parking Lot Nos. 20, 21, and on street. In addition to the 114 parking tags based on the current maximum personnel capacity of the building, the City will provide, at no additional cost, 86 additional parking tags to be used by other Commonwealth employees that work occasionally in the building. These figures represent the current employee count of Jackson based hybrid employees.

2. Purchaser shall pay the following rates for the first four (4) years of this Agreement:

    i. Year 2022: $55 per month for each parking permit tag issued.
    ii. Year 2023: $55 per month for each parking permit tag issued.
    iii. Year 2024: $55 per month for each parking permit tag issued.
    iv. Year 2025: $55 per month for each parking permit tag issued.

3. The Purchaser acknowledges that City Parking Lot Nos. 20, 21, and on street are public parking lots that may be used by any person who purchases a parking tag, and further acknowledges that the City makes no representation that adequate spaces will be available for Purchaser in City Parking Lot Nos. 20, 21, and on street at any given time.

4. Purchaser shall not sell parking tags to any other person or entity. The parking tags sold by Seller to Purchaser are for use of the Purchaser's employees, agents, tenants, and officers only.

5. Purchaser agrees that it will comply with all rules, regulations, ordinances, statutes, and terms of this Agreement relating to or affecting the use of the parking lot areas.

6. Purchaser agrees to defend, indemnify and hold harmless the Seller and its officials, agents, representatives or employees from any claims, demands, lawsuits, actions, or judgments, including legal expenses, and from any liability which arises out of or pertains to the use and operation of the City-owned parking lots resulting from the actions or omissions by the Purchaser, its agents, representatives or employees.

GENERAL PROVISIONS

7. The Parties agree that this Agreement shall be binding on and inure to the benefit of the respective parties only. This Agreement may not be assigned by the Purchaser without the written consent of the Seller.

8. In the event of the default by Purchaser of any terms herein, Seller may, at its option, declare the Agreement terminated, or elect to enforce the terms hereof.

9. Neither this Agreement nor any provisions hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, or discharge is sought.

10. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (herein collectively call "Notices") required or permitted under this Agreement shall be given in writing by first-class mail, or sent via nationally recognized overnight courier delivery service for the next business day delivery, addressed to the Parties at the addresses above.

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

12. This Agreement may be executed in counterparts, each of which shall be deemed to be an original document, but together shall constitute one instrument.

13. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

14. Failure of Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

15. It is agreed by the parties hereto that this Agreement 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 this Agreement.

16. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to supplement, limit, or otherwise vary the text of this Agreement.

17. THIS PURCHASE AGREEMENT IS NULL AND VOID UNLESS APPROVED BY THE JACKSON CITY COUNCIL.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 2022.

CITY OF JACKSON

By: _____

Jonathan Greene

Its: City Manager

STATE OF MICHIGAN }
} ss.
COUNTY OF JACKSON}

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Jonathan Greene, its City Manager, on behalf of the City of Jackson, a Michigan municipal corporation.

_____

Notary Public, Jackson County, Michigan
My commission expires:

WITNESSES

PURCHASER

_____

By:_____

Its _____

_____

By:_____

Its _____

STATE OF MICHIGAN }
} ss.
COUNTY OF JACKSON}

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, its _____ and _____, its _____, on behalf of COMMONWEALTH ASSOCIATES INC.

_____

Notary Public, Jackson County, Michigan
My commission expires: