



AGENDA - CITY COUNCIL MEETING

November 29, 2022

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by First Ward Councilmember Arlene Robinson**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
 - A. **Proclamation honoring Sara Tackett as she retires from the Jackson District Library**
 - B. **Pallet Shelter Presentation**
6. **PUBLIC HEARINGS.**
7. **CITIZEN COMMENTS. (3-Minute Limit)**
8. **PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).**
 - A. **City of Jackson, Michigan Financial Statements as of and for the 4 Months Ended October 31, 2022.**
 - B. **CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries**
Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through October 31, 2022.

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of November 15, 2022

Approve the minutes of the regular City Council Meeting of November 15, 2022.

B. Reappointment to the Administrative Hearings Bureau

Approve the Mayor's recommendation to reappoint Charles J. Falahee as an Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two-year term, beginning January 1, 2023 and ending on December 31, 2024.

C. Recognition of Jackson Southwest Little League as a Nonprofit Organization

Consideration of a resolution recognizing Jackson Southwest Little League as a Nonprofit Organization operating in the community for the purpose of obtaining Millionaire Party License through the State of Michigan.

D. Special Event Application: New Year's Eve Bus with Us

Approve a request from Experience Jackson to host the 'New Year's Eve Bus with Us' event on December 31, 2022 and January 1, 2023 in downtown Jackson.

10. OTHER BUSINESS.

A. Second Reading/Final Adoption of Ordinance No. 2022-10

Approve the second reading/final adoption of an ordinance amending Chapter 21 – Police, Article V, Community Police Oversight Commission, Subsection 21-106(h) to amend the investigatory authority of the Complaint Committee and the number of members thereof.

11. NEW BUSINESS.

A. Adoption of Notice of Intent Resolution – Water System Revenue Bonds

Adoption of Notice of Intent Resolution – Water System Revenue Bonds.

B. Change Order 1 to the Boos Center HVAC Project

Approve Change Order 1 to the Boos Center HVAC Project with Aladdin Electric, Inc. in the decreased amount of \$7,682.13 and authorize the City Manager and City Parks and Recreation Director to finalize the project.

C. Award the Ella Sharp Park Clubhouse Expansion Project Contract to R.W. Mercer of Jackson, Michigan in the amount of \$299,708.00

Award the Ella Sharp Park Clubhouse Expansion Project Contract to R.W. Mercer of Jackson, Michigan in the amount of \$299,708.00.

D. Award the Loomis Park Playground Project Phase 2 Contract to R.W. Mercer of Jackson, Michigan in the amount of \$190,605.00

Award the Loomis Park Playground Project Phase 2 Contract to R.W. Mercer of Jackson, Michigan in the amount of \$190,605.00.

E. City Owned Property Lease

Approve a five year lease agreement between Jackson Area Soccer Club Inc. and the City of Jackson for the use of City owned Parcel No. 8-128100000 east three acres, at a cost of one dollar per year. Allow the City Attorney and City Manager to make minor modifications to the agreement as needed.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

PROCLAMATION

WHEREAS, a New Jersey transplant, Jackson District Library Director Sara Tackett has dedicated 24 years to improving literacy in Jackson County; and

WHEREAS, over the course of her career with the Library, Sara has worked tirelessly to increase access to resources through the elimination of physical, geographic, technological, and financial barriers; and

WHEREAS, always working to instill a lifelong love of reading, Sara encouraged a variety of programs, each designed to promote a continued interest in learning; and

WHEREAS, Sara's dedication to her staff, through listening, providing professional development opportunities, and her expressions of appreciation has produced a team of caring, dedicated individuals who helped her to build a strong organization; and

WHEREAS, Sara's community involvement through serving on various boards and committees helped to build important relationships that earned the Jackson District Library unanimous, countywide approval of an operating millage in 2016; and

WHEREAS, the years-long Coronavirus pandemic provided Sara with an opportunity to demonstrate her outstanding leadership, as she found ways for her staff to continue to deliver important services to our community; and

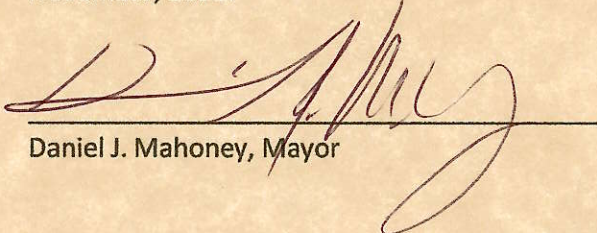
WHEREAS, after more than two decades of selfless service to others, Sara has decided to retire and visit some of the places featured in the books found at the Jackson District Library; and

WHEREAS, Sara's legacy will be the unyielding respect she's garnered, here in Jackson and throughout the State of Michigan, for her passion to help others grow and learn, as evidenced by her determination to expand the services of the Jackson District Library in order to reach every corner of the County.

NOW, THEREFORE, I, DANIEL J. MAHONEY, Mayor of the City of Jackson, Michigan, on behalf of the entire City Council, do hereby congratulate Sara Tackett on her retirement from the Jackson District Library, thank her for twenty-four years of service to our community and wish her much happiness in her future travels.



IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Seal of the City of Jackson, Michigan to be affixed on this 29th day of November, 2022.


Daniel J. Mahoney, Mayor



City of Jackson, Michigan Financial Statements

As of and For the 4 Months Ended October 31, 2022

Preliminary/Unaudited

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City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 4 Months Ended October 31, 2022
(Prepared on the Adopted Budget-Basis)
Preliminary/Unaudited

Function Department	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>General Government :</u>						
101-101 City Council	114,696	114,696	8,349	41,249	35.96%	73,447
101-103 Charter Review Committee	2,500	2,500	0	0	0.00%	2,500
101-172 City Manager	474,901	474,901	(2,507)	144,599	30.45%	330,302
101-191 Finance	587,942	587,942	41,063	150,407	25.58%	437,535
101-215 City Clerk	331,401	331,401	28,253	96,709	29.18%	234,692
101-228 Management Info. Services	448,021	448,021	42,032	175,361	39.14%	272,660
101-233 Purchasing	130,276	130,276	5,608	35,474	27.23%	94,802
101-253 City Treasurer	413,354	413,354	28,513	114,450	27.69%	298,904
101-254 City Income Tax	235,063	235,063	10,411	42,017	17.87%	193,046
101-257 City Assessor	544,375	544,375	30,136	122,644	22.53%	421,731
101-262 City Clerk-Elections	114,367	114,367	5,903	39,081	34.17%	75,286
101-265 City Hall & Grounds	431,258	431,258	46,128	122,672	28.45%	308,586
101-266 City Attorney	731,548	731,548	53,655	215,507	29.46%	516,041
101-270 Personnel	645,907	645,907	85,958	200,512	31.04%	445,395
101-278 Unallocated	879,799	879,799	61,740	181,138	20.59%	698,661
	6,085,408	6,085,408	445,242	1,681,820	27.64%	4,403,588
<u>Judicial:</u>						
101-299 Admin. Hearings Bureau	199,201	199,201	11,055	32,178	16.15%	167,023
	199,201	199,201	11,055	32,178	16.15%	167,023
<u>Public Safety:</u>						
101-301 Police	11,454,098	11,454,098	764,512	3,235,251	28.25%	8,218,847
101-311 OSHP Grant	0	0	0	2,933	N/A	(2,933)
101-320 Consortium Training	15,750	15,750	2,818	4,524	28.72%	11,226
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	459,240	1,873,548	32.82%	3,835,808
101-350 Public Safety - Unallocated	2,107,885	2,107,885	135,168	800,035	37.95%	1,307,850
	19,290,274	19,290,274	1,361,738	5,916,291	30.67%	13,373,983
<u>Public Works :</u>						
101-442 Forestry	658,542	658,542	26,934	219,340	33.31%	439,202
101-444 Sidewalk Construction	55,707	55,707	14,753	30,505	54.76%	25,202
101-445 Drains at Large	78,779	78,779	6,086	42,459	53.90%	36,320
101-450 Street Lighting	601,899	601,899	26,606	90,651	15.06%	511,248
101-455 Weed Control	103,918	103,918	6,854	42,710	41.10%	61,208
101-465 Grounds Maintenance	467,230	467,230	16,379	85,789	18.36%	381,441
101-567 Cemeteries	358,075	358,075	22,914	120,085	33.54%	237,990
101-571 Tax Property Maintenance	226,695	226,695	9,567	87,914	38.78%	138,781
101-572 Civic Affairs	107,802	107,802	15,407	35,161	32.62%	72,641
	2,658,647	2,658,647	145,500	754,614	28.38%	1,904,033
<u>Community & Economic Development:</u>						
101-701 Planning	234,974	234,974	17,225	64,199	27.32%	170,775
101-728 Economic Development	132,400	132,400	13,634	52,101	39.35%	80,299
	367,374	367,374	30,859	116,300	31.66%	251,074

Note 2

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 4 Months Ended October 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Function Department	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Recreation & Culture :</u>						
101-752 Parks, Rec. & Grnds. Admin.	305,867	305,867	31,296	144,324	47.19%	161,543
101-758 Lt. Nixon Memorial Pool	100,476	100,476	3,245	71,984	71.64%	28,492
101-771 Parks & Facilities Maintenance	836,134	836,134	106,923	571,616	68.36%	264,518
101-803 Historical District	12,790	12,790	863	3,432	26.83%	9,358
101-806 Diversity, Equity & Inclusion	306,235	306,235	21,719	74,713	24.40%	231,522
	1,561,502	1,561,502	164,046	866,069	55.46%	695,433
<u>Contributions to Other Funds:</u>						
101-965 Contributions to Other Funds	293,429	293,429	22,474	22,474	7.66%	270,955
Total General Fund Expenditures	30,455,835	30,455,835	2,180,914	9,389,746	30.83%	21,066,089
 <u>Funds Consolidated with the General Fund</u> <u>for Financial Reporting Purposes:</u>						
102 Budget Stabilization	25,000	25,000	0	0	0.00%	25,000

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 4 Months Ended October 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Permanent Funds :</u>						
151 Cemetery Perpetual Maint.	5,000	5,000	0	0	0.00%	5,000
155 Ella W. Sharp Endowment	23,850	23,850	0	0	0.00%	23,850
160 Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	7,000
<u>Special Revenue Funds :</u>						
202 Major Street	24,731,248	24,731,248	1,833,942	3,435,803	13.89%	21,295,445
203 Local Street	3,898,044	3,898,044	264,874	473,110	12.14%	3,424,934
208 Ella W. Sharp Park Operating	986,741	986,741	91,186	355,491	36.03%	631,250
218 Affordable Housing	3,250,000	3,250,000	46,337	138,264	4.25%	3,111,736
245 Public Improvement	1,027,676	1,027,676	13,882	153,512	14.94%	874,164
246 Cortland St. Redev. Project	2,520,493	2,520,493	204	4,947	0.20%	2,515,546
249 Building Department	597,332	597,332	39,090	150,328	25.17%	447,004
251 Housing Code Enforcement	1,156,790	1,156,790	82,111	279,250	24.14%	877,540
252 Building Demolitions	406,815	406,815	8,470	49,856	12.26%	356,959
265 Drug Law Enforcement	16,702	16,702	88	5,103	30.55%	11,599
272 SAFER Grant	524,760	524,760	34,208	117,027	22.30%	407,733
273 Project Safe Neighborhoods	120,969	120,969	1,218	18,920	15.64%	102,049
275 Byrne/JAG Programs	0	0	27,500	27,500	N/A	(27,500) Note 2
279 American Rescue Plan Act	200,000	200,000	5,870	12,650	6.33%	187,350
296 Recreation Activity	206,248	206,248	14,331	146,435	71.00%	59,813
297 Recreation Millage Program	657,274	657,274	48,532	197,455	30.04%	459,819
<u>Debt Service Funds :</u>						
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	18,290	18,290	2.51%	711,291
385 2016 Capital Improvement D/S	144,087	144,087	0	139,630	96.91%	4,457
386 2018 Capital Improvement D/S	1,410,000	1,410,000	0	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
<u>Capital Projects Funds :</u>						
401 Capital Projects	1,955,898	1,955,898	16,000	24,710	1.26%	1,931,188
402 Water Equip. and Replacemt.	9,825,900	9,825,900	324,997	656,177	6.68%	9,169,723
403 Lead Service Line Replacement	1,661,966	1,661,966	18,726	24,559	1.48%	1,637,407
404 Sanitary Sewer Maint.	399,931	399,931	25,309	142,197	35.56%	257,734
405 Sanitary Sewer Replacement	1,902,121	1,902,121	60,309	127,403	6.70%	1,774,718
406 Wastewater Equip. Replacemt.	17,594,940	17,594,940	17,018	425,455	2.42%	17,169,485
407 2022 Sewer Sys. Project Const.	0	0	3,969	62,391	N/A	(62,391) Note 2
488 MLK Corridor Improvemt. Authority	10,000	10,000	8,123	24,465	244.65%	(14,465) Note 2
489 Brownfield Redevelopmt. Auth.	1,450,079	1,450,079	863	13,569	0.94%	1,436,510
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 4 Months Ended October 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Enterprise Funds :</u>						
514 Auto Parking System	247,011	247,011	21,305	21,305	8.63%	225,706
518 Parking Assessment	303,267	303,267	52,163	79,759	26.30%	223,508
519 Cooper/Francis Parking Deck	283,775	283,775	1,175	5,687	2.00%	278,088
590 Sewer	18,162,790	18,162,790	1,013,743	2,490,134	13.71%	15,672,656
591 Water	19,257,736	19,257,736	1,069,103	3,700,344	19.21%	15,557,392
<u>Internal Service Funds :</u>						
641 Public Works Administration	477,472	477,472	18,567	92,652	19.40%	384,820
642 Engineering Administration	328,453	328,453	12,250	76,105	23.17%	252,348
643 Local Site Remed. Revolving	20,000	20,000	0	22,500	112.50%	(2,500)
661 Motor Pool and Garage	2,881,943	2,881,943	98,109	259,914	9.02%	2,622,029
676 Workers' Compensation	183,900	183,900	79,738	115,028	62.55%	68,872
677 Self-Insured Health Care	5,680,600	5,680,600	481,653	1,914,896	33.71%	3,765,704
<u>Trust & Agency Funds :</u>						
703 County & School Tax Collection	65,000	65,000	0	0	0.00%	65,000
731 Employees' Retirement System	4,220,000	4,220,000	0	985,538	23.35%	3,234,462
732 Policemen's/Firemen's Pension	548,000	548,000	0	129,207	23.58%	418,793
734 Police./Fire. Pension-345	7,640,000	7,640,000	0	955,718	12.51%	6,684,282
736 Public Employee Health Care	10,000	10,000	0	2,077	20.77%	7,923
<u>Special Assessment Funds :</u>						
852 2020 Special Assessment D/S	161,335	161,335	0	152,200	94.34%	9,135
895 Special Assessment	2,055,241	2,055,241	0	152,200	7.41%	1,903,041

Note 2

City of Jackson
All Funds - Revenue Summary
As of and For the 4 Months Ended October 31, 2022
(Prepared on the Adopted Budget-Basis)

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

Note 2
Note 2

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the 4 Months Ended October 31, 2022
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name	2022/23 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<u>Debt Service Funds (Continued) :</u>						
389	2017 BRA TIF Refunding D/S	420,556	420,556	0	0	0.00%
391	2021 BRA TIF Refunding D/S	772,512	772,512	0	0	0.00%
394	2001 DDA TIF D/S	2,735,750	2,735,750	0	0	0.00%
395	2019 DDA TIF Refunding D/S	209,573	209,573	0	0	0.00%
<u>Capital Projects Funds :</u>						
401	Capital Projects	1,956,398	1,956,398	0	58	0.00%
402	Water Equip. and Replacemt.	7,808,191	7,808,191	409,690	1,613,222	20.66%
403	Lead Service Line Replacement	2,637,759	2,637,759	87,514	350,688	13.29%
404	Sanitary Sewer Maintenance	399,931	399,931	25,309	142,197	35.56%
405	Sanitary Sewer Replacement	672,950	672,950	55,480	224,407	33.35%
406	Wastewater Equip. Replacemt.	16,095,054	16,095,054	249,245	631,576	3.92%
407	2022 Sewer Sys. Project Const.	0	0	539,395	539,395	N/A
488	MLK Corridor Improvemt. Authority	10,000	10,000	0	0	0.00%
489	Brownfield Redevelopmt. Auth.	1,559,350	1,559,350	0	1,310	0.08%
494	DDA Project	3,405,000	3,405,000	162,999	167,107	4.91%
<u>Enterprise Funds :</u>						
514	Auto Parking System	93,743	93,743	241	997	1.06%
518	Parking Assessment	221,288	221,288	6,142	40,142	18.14%
519	Cooper/Francis Parking Deck	11,050	11,050	60	2,784	25.19%
590	Sewer	6,949,219	6,949,219	1,061,999	2,541,109	36.57%
591	Water	15,234,895	15,234,895	1,376,736	5,627,979	36.94%
<u>Internal Service Funds :</u>						
641	Public Works Administration	399,794	399,794	27,067	113,065	28.28%
642	Engineering Administration	265,891	265,891	22,931	89,225	33.56%
643	Local Site Remed. Revolving	67,950	67,950	0	193	0.28%
661	Motor Pool and Garage	2,823,832	2,823,832	58,008	396,362	14.04%
676	Workers' Compensation	185,000	185,000	9,570	46,833	25.32%
677	Self-Insured Health Care	5,940,600	5,940,600	381,359	1,637,571	27.57%
<u>Trust & Agency Funds :</u>						
703	County & School Tax Collection	65,000	65,000	0	325	0.50%
731	Employees' Retirement System	6,040,000	6,040,000	0	(624,053)	-10.33%
732	Policemen's/Firemen's Pension	561,185	561,185	0	87,047	15.51%
734	Police./Fire. Pension-345	9,629,911	9,629,911	0	(701,638)	-7.29%
736	Public Employees Health Care	230,000	230,000	0	(226,335)	-98.41%
<u>Special Assessment Funds :</u>						
852	2020 Special Assessment D/S	161,335	161,335	0	152,200	94.34%
895	Special Assessment	2,055,241	2,055,241	32	338	0.02%

Note 2

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the 4 Months Ended October 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.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: November 29, 2022
SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through October 31, 2022

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through October 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 October 31, 2022. Monthly expenses includes Personnel Salaries & Expenses, Administration Cost, City Attorney Expenses, Street Project Cost, Pre Demolition Expenses, Homeless Prevention Administration Expense, CHDO Operating Costs, and CHDO Reserve Habitat for Humanity Deland Project Expenses.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through October 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: November 29, 2022

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

SUMMARY

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

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- City Attorney Expenses
- Street Projects
 - ❖ Perrine-Burr
- Demolition Expense
 - ❖ Pre Demo Expense
 - 355 Cooper
 - 131 E. Prospect
- CHDO Reserve (Habitat for Humanity – Deland Project)
- CHDO Operating Expense
- CDBG-CV Homeless Prevention
 - ❖ City Administration Expense

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

ATTACHMENTS

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

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 Administration & Planning							
FY 2021/2022	145,000	109,937	10,992	27,730	137,667	7,333	94.9%
FY 2022 / 2023	120,000	-	1,359	1,449	1,449	118,551	1.2%
<u>Code Enforcement</u>							
2 City Attorney Office							
FY 2021/2022	20,000	20,000	-	-	20,000	-	100.0%
FY 2022 / 2023	25,000	-	3,741	5,829	5,829	19,171	23.3%
<u>Rehabilitation Projects</u>							
3 Rehabilitation Administration							
FY 2021/2022	135,000	108,932	-	26,068	135,000	-	100.0%
FY 2022 / 2023	120,000	-	9,769	41,526	41,526	78,474	34.6%
4 City Emergency Hazard Repair Program							
FY 2020/2021	497,059	479,248	-	17,476	496,724	335	99.9%
FY 2022 / 2023	250,000	-	-	-	-	250,000	0.0%
<u>Street Projects</u>							
5 Special Assessments							
FY 2019/2020	25,000	4,365	-	1,715	6,080	18,920	24.3%
6 Cooley: Morrell to Biddle							
FY 2021/2022	175,176	170,936	-	-	170,936	4,240	97.6%
7 Biddle: Mechanic to MLK Jr Dr							
FY 2021/2022	134,702	130,463	-	-	130,463	4,239	96.9%
8 Perrine-Burr							
FY 2021/2022	56,500	42,692	2,596	2,596	45,289	11,211	80.2%
FY 2022/2023	463,000	-	-	-	-	463,000	0.0%

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

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Recreation -Other Projects</u>							
9 Loomis Park Court Improvements	312,849	304,867	-	-	304,867	7,982	97.4%
10 Boo Center Improvements							
FY 2020/2021	305,000	245,982	-	-	245,982	59,018	80.6%
FY 2021/2022	1,005,980	75,180	-	-	75,180	930,800	7.5%
FY 2022/2023	241,133	-	-	-	-	241,133	0.0%
<u>Demolition</u>							
11 Demolition							
FY 2020/2021	300,000	241,639	140	140	241,779	58,221	80.6%
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 Four Months Ended October 31, 2022

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
1 Rehabilitation Assistance Program							
FY 2019/2020	55,068	54,384	-	-	54,384	684	98.8%
2 HOME Administration			-				
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	31,703	-	-	31,703	1,297	96.1%
FY 2021/2022	16,000	16,000	-	-	16,000	-	100.0%
FY 2022/2023	30,000	-	-	-	-	30,000	0.0%
3 CHDO Reservation							
FY 2019/2020	503,052	358,955	62,292	83,371	442,326	60,726	87.9%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
FY 2021/2022	118,329	-	-	-	-	118,329	0.0%
FY 2022/2023	129,404	-	-	-	-	129,404	0.0%
4 CHDO Operating Expenses							
FY 2019/2020	18,000	3,958	6,684	11,518	15,476	2,524	86.0%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%
FY 2022/2023	17,226	-	-	-	-	17,226	0.0%
5 Partnership Park - Homeowner Rehabilitation (CAA)							
FY 2021/2022	200,000	-	-	-	-	200,000	0.0%
FY 2022/2023	200,000	-	-	-	-	200,000	0.0%

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

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 CDBG-CV Admin City FY 2020/2021	60,000	12,383	1,555	1,555	13,939	46,061	23.2%
2 CDBG-CV Admin CAA FY 2020/2021	33,270	33,270	-	-	33,270	-	100.0%
<u>Homeless Prevention - Public Services</u>							
3 Eviction Prevention FY 2020/2021	120,000	120,000	-	-	120,000	-	100.0%
4 Foreclosure Prevention FY 2020/2021	41,112	41,112	-	-	41,112	-	100.0%
5 Water Shut-off Protection FY 2020/2021	35,313	35,313	-	-	35,313	-	100.0%
<u>Parks & Recreation</u>							
6 Boos Center - HVAC	319,425	97,207	-	75,055	172,262	147,163	53.9%
7 Boos Center - Trail	336,325	-	-	-	-	336,325	0.0%



CITY COUNCIL MEETING MINUTES

November 15, 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 Sixth Ward Councilmember Will Forgrave

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor/First Ward Councilmember Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, Fifth Ward Councilmember Karen Bunnell, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, Director of Public Works Mike Osborne, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt, City Engineer City Jon Dowling, and Director of Downtown Development Cory Mays.

ADOPTION OF AGENDA:

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell 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 determining the necessity for street resurfacing on Wisner Street from Wildwood Avenue to Ganson Street

Resolution ordering the construction and preparation of the special assessment roll.

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to open the public hearing determining the necessity for street resurfacing on Wisner Street from Wildwood Avenue to Ganson Street. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

No comments were made during the public hearing.

Motion was made by Councilmember Gunn, 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 Bunnell, seconded by Councilmember Forgrave to adopt the resolution ordering the construction and preparation of the special assessment roll. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Public Hearing and Resolution determining the necessity for street resurfacing on Wildwood Avenue from West Avenue to Steward Avenue

Resolution ordering the construction and preparation of the special assessment roll.

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to open the public hearing determining the necessity for street resurfacing on Wildwood Avenue from West Avenue to Steward Avenue. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

John Lennox of 612 Wildwood spoke at the hearing. Steve Anderson of 611 Wildwood and Cheryl Colletti of 517 Wildwood sent in correspondence in opposition of the project.

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte 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 Forgrave, seconded by Councilmember Dancy to approve the resolution ordering the construction and preparation of the special assessment roll. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Public Hearing and Resolution determining the necessity for street reconstruction and water and sewer main replacement on Pearl Street from Cooper Street to Waterloo Avenue

Resolution ordering the construction and preparation of the special assessment roll.

Motion was made by Councilmember Gunn, seconded by Vice Mayor Robinson to open the public hearing determining the necessity for street reconstruction and water and sewer main replacement on Pearl Street from Cooper Street to Waterloo Avenue. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Larry Filipczak of 615 E. Pearl Street and Luke Klotz of 500 E Pearl Street 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 Gunn to approve the resolution ordering the construction and preparation of special assessment roll. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

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

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of October 25, 2022

Approve the minutes of the regular City Council Meeting of October 25, 2022.

- B. Special Event Application: Christmas in the City**
Approve a request from the Jackson Downtown Development Authority to host the Christmas in the City on December 4, 2022 in downtown Jackson.
- C. Special Event Application: Downtown Jackson Christmas Parade**
Approve a request from the Christmas parade committee to host the Downtown Jackson Christmas Parade on November 18, 2022 in downtown Jackson.
- D. Accept the resignation of Wendy Clow from the Affordable Housing Development Board**
Accept the resignation of Wendy Clow from the Affordable Housing Development Board, effective immediately.
- E. Traffic Control Order 2384 - Jackson Street, Michigan Avenue to Pearl Street (100 Block)**
Approval of Traffic Control Order 2384 to adjust the parking regulation on the east side of Jackson Street from Michigan Avenue to Pearl Street, to meet the needs of the mixed businesses in the block.
- F. Traffic Control Order 2385 - Addison Street**
Approval of Traffic Control Order 2385 to install "Autistic Child Area" signs on Addison Street between Eggleston Street and Merriman Street.
- G. Traffic Control Order 2386 - Biddle Street, Blackstone Street to First Street**
Approval of Traffic Control Order 2386 to remove parking restrictions on Biddle Street, Blackstone Street to First Street. This would rescind TCO PR0177.
- H. Resolution for 2023 City Council Meeting Dates**
Consideration of a Resolution that serves as the calendar for the regularly scheduled City Council meeting dates for 2023.
- I. Appointment to Affordable Housing Development Board**
Approve the Mayor's recommendation to appoint Sheila Everts to the Affordable Housing Development board for a five-year term, effective immediately and ending on December 31, 2028.

Motion was made by Councilmember Gunn, seconded by Councilmember Forgrave to approve the consent calendar. Councilmember Schlecte (seconded by Councilmember Bunnell) requested that Item H be removed for separate consideration. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve Item H (the resolution that serves as the calendar for the regularly scheduled Council Meeting dates for 2023).

Motion was made by Councilmember Schlecte to remove the February 7, 2023 meeting from the resolution. Motion died from lack of support. Vote was taken on the main motion. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

OTHER BUSINESS: none.

NEW BUSINESS:

A. Approval of Professional Engineering Services Contract with Fishbeck, for the Design Phase of the Drinking Water State Revolving Fund (DWSRF) Project at the Water Treatment Plant in the amount of \$208,000.00.

Recommendation: *Approval of the Professional Engineering Services Contract with Fishbeck, for the Design Phase of the Drinking Water State Revolving Fund (DWSRF) Fiscal Year 2023 Projects in the amount of \$208,000.00.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the Professional Engineering Services Contract with Fishbeck for the design phase of the Drinking Water State Revolving Fund Project at the Water Treatment Plant in the amount of \$208,000.00. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Amend FY 22/23 Budget to reflect additional revenue and expenditures associated with the Byrne JAG grant.

Recommendation: *Adopt a resolution amending the FY 22/23 budget to reflect the additional revenue and expenditures associated with the Byrne JAG grant.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to adopt the resolution amending the FY 22/23 Budget to reflect the additional revenue and expenditures associated with the Byrne JAG Grant. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Balancing Change Order 1 to the Martin Luther King Equality Trail Lighting Improvements Contract with Cochran Electric Company

Recommendation: *Approve Change Order 1 to the Martin Luther King Equality Trail Lighting Improvements contract with Cochran Electric Company in the increased amount of \$12,134.37, to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve Change Order No. 1 to the Martin Luther King Equality Trail Lighting Improvement Contract with Cochran Electric Company. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

D. Balancing Order 8 to the Clinton Street and Glick Highway Construction Contract with Bailey Excavating, Inc.

Recommendation: *Approve Balancing Change Order 8 to the Clinton Street and Glick Highway Construction contract with Bailey Excavating, Inc. in the decreased amount of \$25,251.41 to balance contract quantities for various items to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve Balancing Change Order 8 to the Clinton Street and Glick Highway construction contract with Bailey Excavating. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. Delinquent Invoices

Recommendation: *Approve a resolution to place delinquent invoices on the 2022 winter tax bills.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the resolution to place delinquent invoices on the 2022 Winter Tax Bills excluding the invoices for Big Fish & Direction Holdings, (7) James Cannon Estate, and James W. Madery. The motion was withdrawn.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the resolution to place delinquent invoices on the 2022 Winter Tax Bills. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

F. Community Police Oversight Commission Ordinance Amendment

Recommendation: *Approve first reading of an amendment to the Community Police Oversight Commission Ordinance.*

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

G. Request approval of the contract for the purchase and installation of a new sewer televising camera system

Recommendation: *Approve the contract for the purchase and installation of a new sewer televising camera system from MTECH Company, of Cleveland, Ohio at a cost of \$80,000, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the contract for the purchase and installation of a new sewer televising camera system. Vote – Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

H. Discussion - Housing Instability in the City of Jackson

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to direct staff to bring to the next City Council meeting hard core options and ask Pallet to come do a presentation and ask anyone else to do a presentation at the same time all regarding the homelessness issue. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

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

MANAGER’S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No other business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Schlecte. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:52 p.m.

MEMO TO: City Councilmembers

FROM: Daniel J. Mahoney, Mayor

DATE: November 29, 2022

SUBJECT: Reappointment to Administrative Hearings Bureau

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Charles J. Falahee as an Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two-year term, beginning January 1, 2023 and ending on December 31, 2024.

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

It is my desire, therefore, to reappoint Charles J. Falahee as an Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two year term, beginning January 1, 2023 and ending on December 31, 2024.

Your consideration and concurrence is appreciated.

DJM:lm

From: noreply@civicplus.com
Sent: Wednesday, September 14, 2022 9:38 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	CHARLES
Last Name	FALAHEE
Address	167 Bedford Dr.
City	Brooklyn
State	Michigan
Zip	49230
Phone Number	517-784-1985
Email	cpfalahee@comcast.net
Last four digits of Social Security Number	
Occupation	Retired District Judge
Describe your community involvement.	In the past have served on numerous Boards and Committees. Been active as a player and coach for various sporting activities in the community.
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?	Columbia Township

If you answered "Yes" how long have you been a City resident?	Brooklyn
Which board or commission are you interested in? You may choose more than one.	Administrative Hearings Bureau
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Field not completed.
Why do you want to serve on your selected board or commission?	I am asking to be reappointed as Administrative Law Judge for the Administrative Hearings Bureau, a position that I have held over the last several years.
Upload additional documents	Field not completed.

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final

consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature Charles J Falahee Jr

Date of Submission 9/14/2022

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MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: November 29, 2022
SUBJECT: Recognition of Jackson Southwest Little League as a Nonprofit Organization

Recommendation:

Consideration of a resolution recognizing Jackson Southwest Little League as a Nonprofit Organization operating in the community for the purpose of obtaining Millionaire Party License through the State of Michigan.

Attached is the document submitted by Jackson Southwest Little League, a resolution recognizing Jackson Southwest Little League as a nonprofit organization in the community for the purpose of obtaining Millionaire Party License, and information provided by the State of Michigan addressing some of the frequently asked questions surrounding Millionaire Party Licenses.

Your consideration and concurrence is appreciated.

Attachment



State of Michigan
 Michigan Gaming Control Board
 Millionaire Party Licensing
 3062 W. Grand Blvd, Suite L-700
 Detroit, MI 48202-6062
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(k)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
Jackson Southwest Little League NAME OF ORGANIZATION Jackson CITY

county of _____, asking that they be recognized as a nonprofit
Jackson COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
 considered for _____
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
 by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: 1112 Hamilton St., Jackson, MI 49202
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP
Pamela Bildner, Secretary (517) 782-7439
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE PHONE NUMBER



State of Michigan
 Michigan Gaming Control Board
 Millionaire Party Licensing
 3062 W. Grand Blvd, Suite L-700
 Detroit, MI 48202-6062
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

MILLIONAIRE PARTY QUALIFICATION FORM (Local Civic Organization)

For Internal Use Only

The organization must complete this form and submit along with the required qualification documents as noted on the following page(s). **Please allow at least 8 weeks for the qualification process.**

1. Name of Organization Jackson Southwest Little League			
2. Doing Business As (DBA) (if applicable)			3. US Federal Employer Identification Number 23-7351308
4. Organization Physical Address 1779 LeVant St.			
City Jackson	State MI	ZIP Code 49203	County Jackson
5. Organization Mailing Address <input type="checkbox"/> Same as Physical Address 1112 Hamilton St.			
City Jackson	State MI	ZIP Code 49202	County Jackson
6. Telephone Number (517) 782-7439	7. Fax Number (517) 782-7439	8. Date Organization Established 1956	
9. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee, or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
10. Briefly describe the purpose of the organization We are a Chartered Little League program that offer's baseball and softball for Children ages 4-16			
11. Name of Organization's Principal Officer Pamela Bildner		12. Principal Officer's Title Secretary	
13. Principal Officer Mailing Address 1112 Hamilton St.			
City Jackson	State MI	ZIP Code 49202	County Jackson
14. Email Address pamstinytunes@sbcglobal.net		15. Telephone Number (517) 782-7439	16. Fax Number (517) 782-7439
17. Name of Authorized Contact Person <input checked="" type="checkbox"/> Same as Principal Officer		18. Authorized contact person's position or role with organization	
19. Contact Person Mailing Address			
City	State	ZIP Code	County
20. Email Address		21. Telephone Number ()	22. Fax Number ()
The undersigned hereby certifies that the representations, information, and data presented are true, accurate, and complete to the best of the undersigned's knowledge. <i>The undersigned understands that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.</i>			
Principal Officer Signature			Date 11-11-2022
Authorized Contact Signature			Date 11-11-2022

PLEASE READ CAREFULLY

Please mail this completed form and the required qualification documentation to Michigan Gaming Control Board, Millionaire Party Licensing, 3062 W Grand Blvd, Suite L-700, Detroit, MI 48202-6062 – or email to: Millionaireparty@michigan.gov

If you would like to qualify for a raffle, bingo, or charity game ticket license, please visit the Charitable Gaming Division website at www.michigan.gov/cg for more information.

LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

The following documentation shall be submitted as part of the qualification process:

Local Civic Organizations can qualify for licensing and shall submit the following information in the name of the organization prior to being approved to conduct a millionaire party event.

1. A detailed purpose letter on organization letterhead, signed and dated by the Principal Officer, indicating the main source(s) of funds received, the main use(s) of funds expended, and the specific purpose of the organization
2. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria
3. A complete copy of the organization's articles of incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated
4. A provision in the bylaws, constitution, charter, or articles of incorporation that states should the organization dissolve, all assets, real property, and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization or
 - B. To the local body of government that granted the resolution
5. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c). (If the organization is not exempt under 501(c), submit a copy of one bank statement per year for the previous five years).
6. A copy of a resolution passed by the local body of government in which the organization conducts its principal activities stating the organization is a recognized nonprofit organization in the community (form attached)
7. A copy of the organization's annual financial statements including income statement and balance sheet information for the previous three years
8. A copy of the organization's annual tax returns for the previous three years (e.g. 990, 990-EZ, or 990-N e-Postcard)
9. A copy of the organization's bank statements for the previous twelve months
10. A copy of the organization's check register for the previous twelve months
11. A copy of the organization's credit card and procurement card statements for the previous twelve months

The organization may be required to provide additional information after the initial documents have been reviewed. If you have any questions or need further assistance, please call (313) 456-4940.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization.

Millionaire Party FAQs

Becoming a Qualified Organization

Q: How do I know whether my organization needs to become qualified to host a Millionaire Party event?

A: All organizations must be qualified through the Michigan Gaming Control Board (MGCB) to hold an event. If your organization has never conducted a licensed Millionaire Party event or has not held a licensed Millionaire Party event during the past three or more years, please refer to the [qualifications process](#) on the MGCB website. At times, the Board may require an already qualified organization to submit updated documentation to maintain qualification status.

Q: What types of organizations may become qualified with the Board?

A: An organization may be eligible to become qualified if it is a bona fide religious, educational, service, senior citizens, fraternal or veterans' organization operating without profit to its members. Additionally, it must either have existed continuously as an organization for a period of five years or is exempt from taxation under section 501(c) of the Internal Revenue code.

Q: What category of organization would my group fall under?

A: Some examples of organizations qualified with the MGCB are:

Religious – churches

Educational – schools, including public, private and charter

Service – Kiwanis Club, Lions Club

Service (Local Civic) – sports clubs, school groups, animal rescues, auxiliary groups

Senior Citizens – organizations with at least 15 members over the age of 60 that exist for the mutual support and advancement of the causes of elderly or retired persons

Fraternal – Eagles, Shriners, K of C, Knights of Templar

Veterans – VFW, AMVETS

Q: How does my organization become a qualified organization with the Michigan Gaming Control Board?

A: Organizations must complete a [Millionaire Party Qualification Form](#) and provide required documents including but not limited to bylaws, Articles of Incorporation, bank statements, financial documents and Internal Revenue Service tax exempt status. In addition, a mandatory on-site meeting between the organization's officers and a representative of the MGCB is required.

Note: Please allow a minimum of eight weeks' processing time. You must be a qualified organization prior to applying for a Millionaire Party event license.

Q: Is there a fee to become a qualified organization?

A: No, there is no fee to become a qualified organization. However, a license fee is charged for holding a licensed Millionaire Party event.

Millionaire Party Event Application

Q: How does my organization apply for a Millionaire Party event?

A: If you recently completed the qualification process, you must FIRST receive notice from the MGCB indicating the qualification review is complete and your organization is now considered a qualified organization. To apply for a Millionaire Party event, a qualified organization must complete and submit an event application a minimum of six weeks before the proposed event date along with the appropriate fee (\$50 per event day). The organization must provide required documents with the application such as a demarcated area diagram, location rental agreement, equipment provider agreement, and workers' list.

Q: How many licensed events can my organization host annually?

A: A qualified organization may receive up to four licenses per calendar year. Each license may be issued for up to four consecutive days per event and costs \$50 per day. For example, if you elect to have a four-day event, your license fee will be \$200.

Q: Where can I hold my event?

A: The event can be held at your organization's own location, or your organization may choose to rent a facility to hold your event. The event location must be indicated on your Millionaire Party Event Application for approval.

Q: How can I see the status of my Millionaire Party license application?

A: You may check the [License Application Status Lookup](#) tool on our website for a current status on your application. A link to this tool also may be found on the MGCB Millionaire Party [home page](#).

Event Staffing

Q: Who can work/assist at the event?

A: The qualified organization shall have at least two bona-fide members over the age of 18 working an event at all times. "Bona fide member" means a person who participates in the qualified organization to further its lawful purposes and the spouse of such a member. The organization will designate at least one of those persons as the chairperson. The chairperson is in charge and responsible for the conduct of the licensed gaming event. The two members must be listed on Attachment A of the event application along with their home addresses, roles in the organization, and telephone numbers.

In addition, if your organization is a directorship, only Board Members may chair and work the event.

Q: Who can be chairperson at my event?

A: The chairperson must be a bona fide member of the qualified organization for at least six months, over the age of 18 and serves as a millionaire party chairperson for only one qualified organization in a calendar year. If your organization is a school, the chairperson must be a staff member. If your organization is a directorship, only a Board Member may be a chairperson.

Q: Is there an age requirement to work at an event?

A: Event workers must be 18 years of age or older. Anyone participating in the event, including players, must be 18 years of age or older.

Q: Who can be a dealer at my event?

A: A qualified organization may have its own bona fide members serve as dealers at a millionaire party event, or it may hire dealers from a licensed supplier. If using your own members as dealers, the event application must include a list of the dealers who will work at the proposed event (on Attachment B). The Millionaire Party event application may be denied if a dealer has ever been convicted of, forfeited bond upon a charge of, or pled guilty to the following:

- (a) A felony
- (b) A gambling offense
- (c) Criminal fraud
- (d) Forgery
- (e) Larceny
- (f) Filing a false report with a governmental agency

Changes: Event Changes, Cancelations and Organizational Changes

Q: How do I request a change for my Millionaire Party event?

A: A qualified organization must submit a [License Change Form](#) to request a change in the location, supplier and event date and/or time no less than 20 days before the event start date.

Q: How do I cancel my Millionaire Party event?

A: A qualified organization must notify the MGCB prior to the event. If the event license already has been issued, you must return the original license with your request. A refund then will be issued for the license fee.

Q: Do I have to notify the MGCB whenever our principal officer changes?

A: Yes, please complete a [Qualified Organization Information Change Form](#) found on our website to update the information. Each principal officer also must review the [Millionaire Party Guide for Qualified Organizations \(Charities\)](#) and sign a Certificate of Completion.

Q: How does my organization update the MGCB on changes such as our address, officers or by-laws?

A: Complete the [Qualified Organization Information Change form](#) to update organization information. If changes or updates have occurred on the Qualified Organization's legal documents (e.g., by-laws or Articles of Incorporation), please submit the updated documents to the MGCB.

General Information

Q: How can I stay informed about Millionaire Party Events?

A: You can stay informed by checking the MGCB website for the latest news and updated forms and subscribing to [MGCB Millionaire Party emails](#).

Q: How do I file a complaint regarding the conduct of a licensed charitable gaming event?

A: A [complaint record](#) may be obtained from the MGCB website or by calling 888-314-2682. Please complete a Complaint Record with as much information as possible, including the licensee's name, license number, date and location of the event and a written explanation of the misconduct. Send the completed complaint record to the MGCB (Millionaireparty@michigan.gov) or via mail to the address on the bottom of the form.

Note: If you want your name to remain confidential, please indicate your request on the form.

To report suspicious or illegal gambling-related activity anonymously, call 888-314-2682. You also may visit the [MGCB website](#) for more information.

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: November 29, 2022
SUBJECT: Special Event Application: New Year's Eve Bus With Us

Recommendation:

Approve a request from Experience Jackson to host the "New Year's Eve Bus with Us" event on December 31, 2022 and January 1, 2023 in downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the New Year's Eve Bus with Us event.

I recommend approval of the special event application for the "New Year's Eve Bus with Us" event. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: November 29, 2022

RECOMMENDATION: Approve a request from Experience Jackson to host the “New Year’s Eve Bus with Us” event on December 31, 2022 and January 1, 2023 in downtown Jackson.

SUMMARY: A free shuttle from local hotels to downtown Jackson for New Year’s eve celebrating

DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$100.00
	<i>TOTAL</i>		<i>\$100.00</i>

CONDITIONS & CONSIDERATIONS

“No parking” tripods

INSURANCE STATUS

Approved and on-file with the office of the City Attorney

ATTACHMENTS: Special Event Application: New Year’s Eve Bus with Us



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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information	
Sponsoring Organization Legal Name:	Experience Jackson
Address:	134 W. Michigan Ave., Jackson ⁴⁹²⁰¹ Phone: (517) 764-4440
Tax ID#:	Website: experiencejackson.com
Contact Name:	Rachel Buchanan Phone: 517-960-1373 Email: rachel@experiencejackson.com
Contact Name:	Craig Hatch Phone: 517-782-8221 Email: craig@jacksonchamber.org
Contact Name During Event:	Rachel Buchanan Phone: (517) 960-1373

Event Information				
Event Name: NEW YEAR'S EVE BUS SERVICE "BUS WITH US"				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Dec. 31, 2022 - Jan 1, 2023	5 pm	6 pm	2 am	2 am

City Resources Requests

Not all resources may be available at your requested site.

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

- Electrical Power:** Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****
- Water Needs:** Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____
- Food/Vendors:** Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____
- Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ End Time: _____
- Amusement or Carnival Rides:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
- Fireworks:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
- Traffic Cones Mobile Stage (please circle 15-foot or 25-foot version)
 Other: Red city "no parking police order" signs

Insurance

Please request the following documentation from your insurance carrier.

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

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

Event Map Details of all event activities MUST be included.

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

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

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: Rachel Buchanan

Date: 10-31-2022

Office Use ONLY	
Application Received:	
Date:	11/1/22
Time:	3pm
By:	
Application Fee Received:	\$50 ✓

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2022

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 Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Pamela Bacon
	PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857
	E-MAIL ADDRESS: pbacon@waltoninsurancegroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Auto Owners Insurance Company NAIC # 18988
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2211125647 REVISION NUMBER:

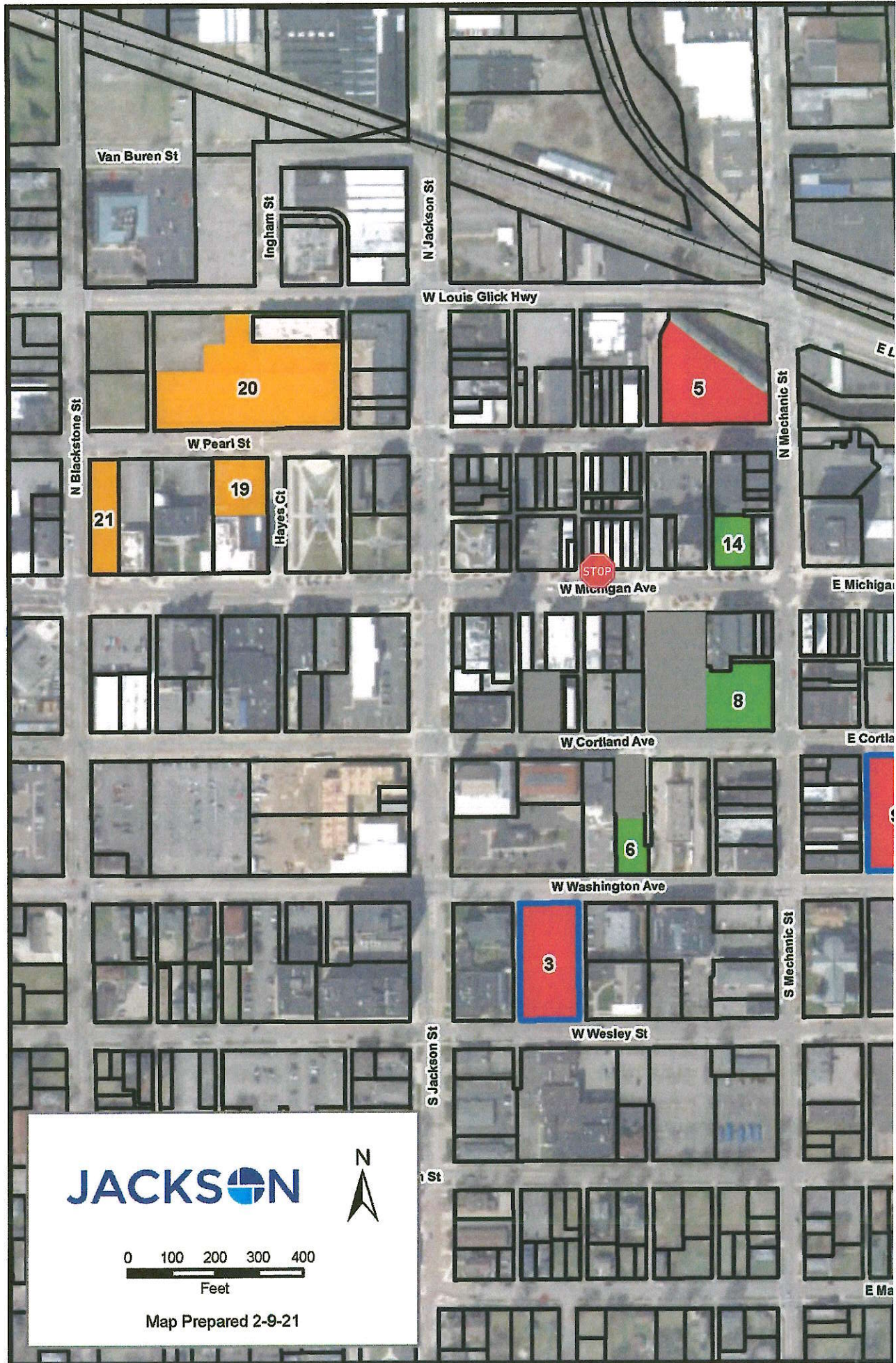
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5023362003	6/28/2022	6/28/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Hired/Non-Owned Auto \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5023362002	6/28/2022	6/28/2023	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

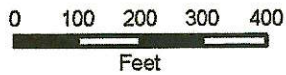
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event 12-31-22 - 01-01-23

CERTIFICATE HOLDER City of Jackson & Jackson Downtown Development Authority 161 W Michigan Ave Jackson, MI 49201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Pamela Bacon/PBACO <i>Pamela Bacon</i>

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JACKSON

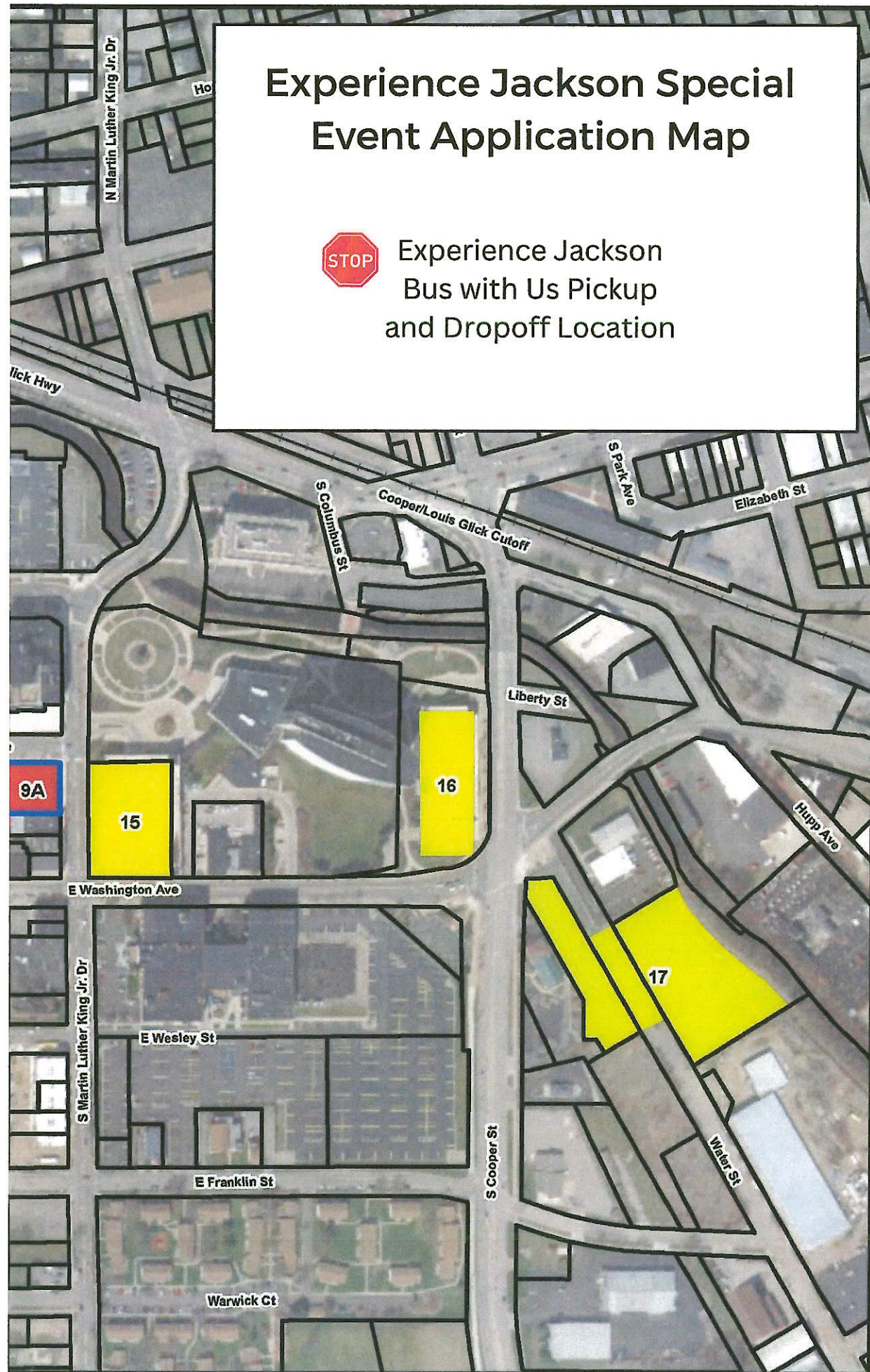


Map Prepared 2-9-21

Experience Jackson Special Event Application Map



Experience Jackson
Bus with Us Pickup
and Dropoff Location



MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: November 29, 2022
SUBJECT: Second Reading/Final Adoption Ordinance No. 2022-10

RECOMMENDATION:

Approve the second reading/final adoption of an ordinance amending Chapter 21 – Police, Article V, Community Police Oversight Commission, Subsection 21-106(h) to amend the investigatory authority of the Compliant Committee and the number of members thereof.

Ordinance No. 2022-10 was advanced to a second reading at the November 15, 2022 Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 21 - POLICE, ARTICLE V, COMMUNITY POLICE OVERSIGHT COMMISSION, SUBSECTION 21-106(H), TO AMEND THE INVESTIGATORY AUTHORITY OF THE COMPLAINT COMMITTEE AND THE NUMBER OF MEMBERS THEREOF.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend Chapter 21 Police, Article V, Community Police Oversight Commission, subsection 21-106(h) of the City of Jackson Code of Ordinances, to amend the investigatory authority of the Complaint Committee and the number of members of the subcommittee.

Section 2. That Chapter 21 Police, Article V Community Police Oversight Commission, subsection 21-106(h) of the City of Jackson Code of Ordinances be amended as follows:

ARTICLE V COMMUNITY POLICE OVERSIGHT COMMISSION

Sec. 21-100. Findings.

The City of Jackson and the Jackson Police Department are committed to building trust and positive relationships with all segments of the community. The city cannot achieve this end without addressing the racial disparities in violence and criminal justice, and a desire to create systems that provide greater public transparency and increased accountability. The formation of the Community Police Oversight Commission is a necessary step in reframing the relationship that the residents of Jackson have with the police and an investment in the smart, equitable, community-oriented policing that the Jackson Police Department strives for and that our community deserves.

(Ord. No. 2021-10, 9-28-21)

Sec. 21-101. Definitions.

For purposes of the Ordinance, the following terms shall have the following defined meanings:

Commission means the Community Police Oversight Commission.

Department means Jackson City Police Department.

Director means the Director of Police and Fire Services.

Sec. 21-102. Created, purposes.

The purpose of the Commission shall be to:

- (1) Improve and strengthen police-community relations.
- (2) Create an environment which allows for better communication, understanding, and relations between the Department and the community.
- (3) Provide the community with a role in recommending policies and practices that ensure a high quality of police services and to give the community a voice in influencing the selection of leadership for the Department.
- (4) Provide oversight of the Department with regard to the provision of police services with the goal that the entire community; meaning everyone who lives, works, studies in, or visits the City of Jackson; may live safely and experience equitable treatment in any interactions with the city police.
- (5) Gather and analyze information, reports, and data on trends and potential issues concerning police conduct and practices and the related impacts on the community and individuals.
- (6) Provide input, guidance and recommendations to the City Council, City Manager, and the Director of the Department on the development of applicable policy.
- (7) Work with the city police to encourage the respectful treatment of all persons without undue use of force. This concern is of special significance with respect to segments of the community that are vulnerable and have been marginalized, such as persons of color, immigrants, low-income people, victims of domestic violence, those who suffer from mental illness, and transgender persons.
- (8) Provide a process for outside review of particular incidents to evaluate the city police response in the incident as well as the sufficiency of any city police investigation related to the incident and to recommend any changes in Department policies or practices.

Sec. 21-103. Duties, power, and responsibilities.

The City of Jackson Community Police Oversight Commission shall have the following responsibilities:

- (a) Foster understanding and communication between the residents of the City of Jackson and the Department and review and advise the Director on community relations between the Department and the community.
- (b) Generate community interest and involvement, and promote public awareness of the Department services and programs, including, but not limited to, business and residential crime prevention programs, safety training, domestic violence intervention, community-oriented policing, and other areas of community relations.
- (c) Hold regular public meetings to promote awareness of the community complaint processes, solicit input from the community, and convene community conversations regarding Department services, programs, and issues of public safety to encourage and

develop an active community-police partnership with an emphasis on improving relations between the Department and residents in the City of Jackson.

- (d) Work to strengthen and ensure the application of equal protection under the law throughout the community.
- (e) Review, develop, and recommend strategies to the City Council, City Manager, and Director concerning Department policies, procedures, rules, training, recruiting, hiring and other applicable programming.
- (f) The Commission shall review and advise rules and regulations for the conduct of the members of the Department, in consultation with the Director and the City Manager.
- (g) The Commission shall review and advise the Departmental budget before its submission to the City Manager.
- (h) The Commission, in its rules, shall review and advise procedures for receiving and resolving any complaint concerning the operation of the Department.
- (i) The Commission shall render an annual report to the Mayor and City Council, which shall include a description and evaluation of the Department's activities during the previous year, including the handling of crime and complaints, if any, and proposals for future plans.

Sec. 21-104. Investigatory power.

- (a) In order to carry out responsibilities included in Sec. 21-103, the Commission shall have the authority to review and examine the actions of the Department with respect to individual incidents after the Department has acted. The review extends to both the conduct of the police officers involved in the incident and to those police officers who examine the incident for disciplinary or other purposes.
- (b) Whenever necessary to carry out its assigned duties, the Commissioners shall have the same power to subpoena witnesses, administer oaths and require the production of evidence as the City Council.
- (c) The Commission's review and examination shall not precede or be concurrent with Department actions, but shall occur after the Department and city have completed all proceedings related to the incident or action under review, including investigative, criminal, disciplinary, complaint, and other proceedings.

Sec. 21-105. Limitations.

- (a) The creation and operation of the Commission shall not impair the authority and responsibility of the Director, the City Manager, the Mayor, and the City Council, as provided in the City Charter.
- (b) Reports, recommendations, conclusions, and findings produced by or for the Commission are not binding, factually or legally, on the City or any part thereof, including the Department, the City Manager, the City Attorney, and the City Council.
- (c) All investigative files relating to alleged criminal activity or violation of agency rule by an employee are confidential and may not be disclosed to any third party MCL 423.501.

Sec. 21-106. Membership.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) In making appointments, the City Council shall endeavor, insofar as possible, to ensure that:
 - (1) The overall membership of the Commission reflects the City of Jackson's diverse population, including income level, race, ethnicity, faith, age, gender, sexual orientation, and experience; and,
 - (2) Segments of the community that are vulnerable and have been historically marginalized, including those that may have had negative interactions with law enforcement, are amply represented.
- (f) The Commission may establish committees, as appropriate, to assist it relative to its powers and duties under the provisions of this article, provided that all recommendations to City Council shall be made by the Commission and not by a committee of the Commission.
- (g) The Commission may, by majority vote of the members, appoint persons who are not members of the Commission to be members of such committees.
- (h) Review of the outcome of any finalized Department investigations into complaints against the Department by a member of the public shall be the duty of a Complaint Committee composed of two members of the Commission appointed by City Council, and the City Council member designated liaison.
- (i) All members of the Commission shall serve without compensation.

Sec. 21-107. Severability.

The terms, conditions, and provisions of this ordinance are hereby declared to be severable, and, should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, the City Council hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this ordinance.

Secs. 21-108—21-125. Reserved.

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

Adopted: The foregoing Ordinance 2022-10 was adopted by the Jackson City Council on the 29th day of November 2022 and a summary was published on December 4, 2022.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 21 - POLICE, ARTICLE V, COMMUNITY POLICE OVERSIGHT COMMISSION, SUBSECTION 21-106(H), TO AMEND THE INVESTIGATORY AUTHORITY OF THE COMPLAINT COMMITTEE AND THE NUMBER OF MEMBERS THEREOF.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to amend Chapter 21 Police, Article V, Community Police Oversight Commission, subsection 21-106(h) of the City of Jackson Code of Ordinances, to amend the investigatory authority of the Complaint Committee and the number of members of the subcommittee.

Section 2. That Chapter 21 Police, Article V Community Police Oversight Commission, subsection 21-106(h) of the City of Jackson Code of Ordinances be amended as follows:

ARTICLE V COMMUNITY POLICE OVERSIGHT COMMISSION

Sec. 21-100. Findings.

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residential crime prevention programs, safety training, domestic violence intervention, community-oriented policing, and other areas of community relations.

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(Ord. No. 2021-10, 9-28-21)

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(Ord. No. 2021-10, 9-28-21)

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-
- (g) The Commission may, by majority vote of the members, appoint persons who are not members of the Commission to be members of such committees.
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The terms, conditions, and provisions of this ordinance are hereby declared to be severable, and, should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, the City Council hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this ordinance.

(Ord. No. 2021-10, 9-28-21)

Secs. 21-108—21-125. Reserved.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: November 29, 2022
SUBJECT: **Adoption of Notice of Intent Resolution – Water System Revenue Bonds**

Recommendation:

Adoption of Notice of Intent Resolution – Water System Revenue Bonds

Attached is a memo from Heather Ehnis, regarding the above Resolution. The Resolution approves the Notice of Intent required to be published in order to subsequently sell the Bonds. The actual sale of the Bonds will also need to be approved by the City Council at a later date following the referendum period.

The City's Bond Counsel, Patrick McGow, has prepared the Resolution and that, as well as his cover letter, are attached.

I recommend adoption of this Resolution. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Assistant Finance Director

DATE: November 29, 2022

RECOMMENDATION: **Adoption of Notice of Intent Resolution – Water System Revenue Bonds**

SUMMARY

The City has applied for financial assistance through the State of Michigan’s Drinking Water State Revolving Fund (DWSRF) loan program. The application submitted earlier this year contained an estimated project amount of \$ 16.55 million. The City expects to receive grant funds or principal forgiveness through this loan program that will offset the amount that needs to be borrowed at the time of borrowing. The actual bids and final costs will also affect the final bond sizing. So, while the actual amount bonded should be substantially lower, the bond attorney has suggested that we use \$16.55 million in this Notice of Intent. Using this higher amount will give the City some flexibility if costs increase over the current estimate without having to begin the Notice of Intent process over from the beginning.

The attached Notice of Intent Resolution, prepared by the City’s bond counsel, Patrick McGow, states the City’s intention to be reimbursed from the Bond proceeds and approves the Notice of Intent that will be published in the Citizen Patriot following adoption. This required Notice, once published, begins the 45-day referendum period as explained in Mr. McGow’s cover letter (attached).

The City Council will still need to adopt a Bond Authorizing Ordinance following the referendum period expiration in early January. This Ordinance will be submitted for Council approval in April once the actual amount of all the cost to be bonded are known.

BUDGETARY CONSIDERATIONS

The City Manager’s Proposed Budget document for fiscal year 2023/24 is scheduled to be adopted in May of 2023. The proposed sale of Bonds will be included in this Proposed Budget.

POSITIONS

Taking advantage of this state program will allow the City to making needed water system improvements and benefit from applicable grant funds and lower interest rates.

I request that this proposed “**Notice of Intent Resolution – Water System Revenue Bonds**” be submitted for approval by the City Council.

ATTACHMENTS

**NOTICE OF INTENT RESOLUTION
WATER SYSTEM REVENUE BONDS
(DRINKING WATER STATE REVOLVING FUND PROJECT)**

CITY OF JACKSON
County of Jackson, State of Michigan

Minutes of a regular meeting of the City Council of the City of Jackson, County of Jackson, State of Michigan, held on November 29, 2022, at 6:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member: _____
and supported by Member: _____:

WHEREAS, the City of Jackson, County of Jackson, State of Michigan (the "City"), has determined that it is necessary for the public health, safety and welfare of the City to acquire, construct, furnish and equip improvements to the Water System of the City (the "System"), including replacement of water mains and service lines, elevated storage tank improvements, well pump improvements and water treatment plant improvements, together with all related equipment, appurtenances and attachments (the "Project"); and

WHEREAS, the City has been advised by the Michigan Department of Environment, Great Lakes and Energy ("EGLE") that financial assistance to accomplish the acquisition and construction of all or a portion of the Project is available through the Drinking Water State Revolving Fund ("DWSRF") loan program administered by EGLE and the Michigan Finance Authority; and

WHEREAS, the City has made application for participation in the DWSRF loan program; and

WHEREAS, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension and repair of public improvements such as the Project through the issuance of revenue bonds; and

WHEREAS, the issuance of bonds payable from revenues of the System under Act 94 in a total amount not to exceed Sixteen Million Five Hundred Fifty Thousand Dollars (\$16,550,000) (the "Bonds") for the purpose of financing all or part of the Project, in one or more series, represents the most practical means to that end; and

WHEREAS, a notice of intent to issue revenue bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 33 of Act 94; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Citizen Patriot*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a display advertisement not less than one quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the electors of the City and users of the System, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City's electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the City reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the City.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring the Project which were paid or will be paid subsequent to sixty (60) days prior to the date hereof from the Water System funds of the City.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$16,550,000.
- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the related Project are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Project to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Andrea Murray
City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of Jackson, County of Jackson, State of Michigan, at a regular meeting held on November 29, 2022, and that public notice of the meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by the Act.

Andrea Murray
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF JACKSON AND TO USERS OF THE CITY'S WATER SYSTEM OF INTENT TO ISSUE REVENUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City Council of the City of Jackson, County of Jackson, Michigan, intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in one or more series in a total amount not to exceed Sixteen Million Five Hundred Fifty Thousand Dollars (\$16,550,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip improvements to the Water System of the City (the "System"), including replacement of water mains and service lines, elevated storage tank improvements, well pump improvements and water treatment plant improvements, together with all related equipment, appurtenances and attachments.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS SHALL BE PAYABLE from the revenues received by the City from the operations of the Water System except as provided below in the case of bonds sold to the Michigan Finance Authority in connection with the State of Michigan's Drinking Water State Revolving Fund program. The revenues will consist of rates and charges billed to the users of the System, a schedule of which is presently on file in the office of the City Clerk. The rates and charges may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on the bonds and to pay other obligations of the System.

BOND DETAILS

Each series of the revenue bonds will be payable in annual installments not to exceed thirty (30) in number and will bear interest at the rate or rates to be determined at public or private sale but in no event to exceed such rates as may be permitted by law on the unpaid balance from time to time remaining outstanding on the bonds.

ADDITIONAL SOURCES OF PAYMENTS FOR BONDS SOLD TO MICHIGAN FINANCE AUTHORITY

IN THE EVENT THAT THE REVENUE BONDS ARE SOLD TO THE MICHIGAN FINANCE AUTHORITY, THE CITY MAY PLEDGE FOR THE PAYMENT OF THE BONDS MONEY RECEIVED OR TO BE RECEIVED BY THE CITY DERIVED FROM IMPOSITION OF TAXES BY THE STATE AND RETURNED OR TO BE RETURNED TO THE CITY AS PROVIDED BY LAW, except for money the use of which is prohibited for such purposes by the State Constitution. The City may enter into an agreement providing for the payment of taxes, which taxes are collected by the State and returned to the City as provided by law, to the Michigan Finance Authority or a trustee, and such funds may be pledged for the payment of the revenue bonds.

IN THE EVENT THAT THE REVENUE BONDS ARE SOLD TO THE MICHIGAN FINANCE AUTHORITY, THE CITY MAY PLEDGE ITS LIMITED TAX FULL FAITH AND CREDIT AS SECURITY FOR THE REVENUE BONDS, IN WHICH EVENT DEBT SERVICE ON THE BONDS SHALL BE PAYABLE EITHER FROM REVENUES OF THE SYSTEM OR FROM AD VALOREM TAXES THAT MAY BE LEVIED ON ALL TAXABLE PROPERTY IN THE CITY, SUBJECT HOWEVER, TO CONSTITUTIONAL, STATUTORY AND CHARTER TAX RATE LIMITATIONS.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

ADDITIONAL INFORMATION will be furnished at the office of the City Clerk upon request.

Andrea Murray
City Clerk, City of Jackson

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Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

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November 14, 2022

Mr. Philip J. Hones, CPA
Director of Finance
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201-1303

Re: City of Jackson Water System Revenue Bonds (DWSRF Project)

Dear Phil:

Based on my telephone call earlier today with Chandra Willinger, I have enclosed a Notice of Intent Resolution for consideration by the City Council at its meeting on November 29th. This is the next step in the financing process that began earlier this year when the City approved and submitted its applications for funding Water System improvements through the Michigan Finance Authority's ("MFA") Drinking Water State Revolving Fund Program ("DWSRF").

The City's application for funding through DWSRF indicates that of the \$16,550,000 project amount in the application, approximately 75% will be paid for through a combination of grants or principal forgiveness, with the remainder paid by a loan, which will be evidenced by the bonds. The exact amounts and percentage of loan will not be determined until the spring when the project bids are due and the project costs and financing details are finalized.

This Resolution authorizes the publication of a Notice of Intent relating to the City's bonds to be issued through the DWSRF. The bonds will be sold to the MFA and may be issued in 20 principal installments at the FY 2023 interest rate of 1.875%, or in 30 principal installments at the FY 2023 interest rate of 2.125%.

The enclosed Resolution and Notice indicate the City's intent to issue Water System Revenue Bonds in an amount not to exceed \$16,550,000 to pay part of the cost to acquire, construct, furnish and equip improvements to the Water System of the City (the "System"), including replacement of water mains and service lines, elevated storage tank improvements, well pump improvements and water treatment plant improvements, together with all related equipment, appurtenances and attachments (the "Project").

The proceeds of the Bonds may be used to pay for the construction of the Project as well as reimburse the City for the engineering, design and other preliminary costs related to the Project. The Bonds will also be used to pay issuance costs related to the Bonds. The Notice provides that

Mr. Philip J. Hones

-2-

November 14, 2022

the City will pledge the net revenues of the System as security for the Bonds. In addition, the City has the ability to pledge its limited tax full faith and credit as security for the Bonds or pledge its state revenue sharing, if necessary, in order to satisfy MFA's investment grade credit requirements. The City intends to pay the debt service solely from the user charges of the City's Water System. This is the same process that was used earlier this year for City's sewer project through the MFA/EGLE Clean Water State Revolving Fund project.

The "not to exceed" \$16,550,000 amount is based on the estimated Project amount submitted in the application earlier this year. The actual size of the Bond issue/loan amount will be resized at the time of issuance to the amount that is required based on the actual bids and final costs. In addition, the City is expected to receive grant funds or principal forgiveness to offset the cost of the Project and reduce the amount that needs to be borrowed. The City can reduce the amount of the Bonds for the Project from the amount indicated in the notice, but the City would not be able to increase the size of the Bonds for this Project over the amount in the notice without republishing a new notice for the increased amount, which is why this amount has been increased over the current engineering estimate. The EGLE will require the bonds to be sized based on the actual bids and costs after the bids have been received, less grant funds, plus a 6% contingency.

The Revenue Bond Act requires the City to notify the electors of the City of its intent to issue the bonds by publishing a notice which gives the voters a referendum right on the issuance of the bonds. The bonds can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the City. The form of Notice of Intent is included in the Resolution as Exhibit A. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City.**

Paragraph 4 of the Resolution contains language which authorizes the City to reimburse itself from bond proceeds for certain costs relating to the Project incurred prior to issuance of the bonds, including costs for engineering and design. The language of the Resolution is taken from the IRS regulations and, not surprisingly, it therefore reads as tax jargon. This is intended to provide you with flexibility relating to the use of the Bond proceeds if you spend money on Project costs before the bond closing.

If approved by Council and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in early January. The City's Project is currently in the EGLE Quarter 3 Financing Pool which requires construction bids to be received by early April in anticipation of EGLE approval in May with the loan closing on June 5th. The City Council will be asked to approve a bond authorizing ordinance in April (currently targeting April 11, 2023 meeting) to authorize the financings.

We would appreciate receiving three (3) certified copies of the Resolution upon adoption by the City Council as well as three (3) Affidavits of Publication from the newspaper in which the

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Philip J. Hones

-3-

November 14, 2022

Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Patrick F. McGow

Enclosure

cc: Chandra Willinger
Heather Ehnis
Mike Osborn
Colin McCorkle
Michael Gormely

39886884.1/043520.00071

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 22, 2022
SUBJECT: Change Order 1 to the Boos Center HVAC Project.

Recommendation:

Approve Change Order 1 to the Boos Center HVAC Project with Aladdin Electric, Inc. in the decreased amount of \$7,682.13 and authorize the City Manager and City Parks and Recreation Director to finalize the project.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Boos Center HVAC Change Order One.

We recommend approval of the Change Order. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries
DATE: November 22, 2022

RECOMMENDATION: Approve Change Order 1 to the Boos Center HVAC Project with Aladdin Electric, Inc. in the decreased amount of \$7,682.13 and authorize the City Manager and City Parks and Recreation Director to finalize the project.

SUMMARY

Approve Change Order 1 to the Boos Center HVAC Project with Aladdin Electric, Inc. in the decreased amount of \$7,682.13 and authorize the City Manager and City Parks and Recreation Director to finalize the project.

BUDGETARY CONSIDERATIONS

The Change Order represents the decreased amount of \$7,682.13, bringing the final contract amount to \$226,317.87.

HISTORY, BACKGROUND and DISCUSSION

On March 22, 2022, City Council approved the contract with Aladdin Electric, Inc of Jackson, Michigan in the amount \$234,000.00.

DISCUSSION OF THE ISSUE

The Boos Center HVAC project came in \$7,682.13 under budget.

POSITIONS

Approve Change Order 1 to the Boos Center HVAC Project with Aladdin Electric, Inc. in the decreased amount of \$7,682.13 and authorize the City Manager and City Parks and Recreation Director to finalize the project.

TO (OWNER): City of Jackson
210 Gilbert St.
Jackson, MI 49201

APPLICATION NO: 4
PERIOD TO: 10/31/2022

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): Aladdin Electric, Inc
4809 James McDivitt
Jackson, MI 49201

ARCHITECT'S PROJECT NO: 163

VIA (ARCHITECT):

CONTRACT FOR: Boo's Recreation Center

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Aladdin Electric, Inc
4809 James McDivitt Jackson, MI 49201

- 1. ORIGINAL CONTRACT SUM \$ 234,000.00
- 2. Net Change by Change Orders \$ -7,682.13
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 226,317.87
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 226,317.87

5. RETAINAGE:

- a. 0.00 % of Completed Work \$ 0.00
- b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 226,317.87
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 213,082.00

8. CURRENT PAYMENT DUE \$ 13,235.87

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	2,800.00	-10,482.13
TOTALS	2,800.00	-10,482.13
NET CHANGES by Change Order		-7,682.13

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City of Jackson
210 Gilbert St.
Jackson, MI 49201

PROJECT: Boos Rec Center Job
210 Gilbert St
Jackson, MI 49201

APPLICATION NO: 4
PERIOD TO: 10/31/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Aladdin Electric, Inc
4809 James McDivitt
Jackson, MI 49201

VIA (ARCHITECT): ARCHITECT'S
PROJECT NO: 163

CONTRACT FOR: Boos's Recreation Center

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Bonds & Permits	4,138.00	4,138.00	0.00	0.00	4,138.00	100.00	0.00	0.00
2	Fencing	9,900.00	9,900.00	0.00	0.00	9,900.00	100.00	0.00	0.00
3	Disposal	1,000.00	500.00	500.00	0.00	1,000.00	100.00	0.00	0.00
4	Utility Fees	13,000.00	0.00	13,000.00	0.00	13,000.00	100.00	0.00	0.00
5	Painting	3,300.00	3,300.00	0.00	0.00	3,300.00	100.00	0.00	0.00
6	Equipment Rental	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	0.00
7	Insulation	3,300.00	3,300.00	0.00	0.00	3,300.00	100.00	0.00	0.00
8	Masonry	21,780.00	19,602.00	2,178.00	0.00	21,780.00	100.00	0.00	0.00
9	Sheetmetal	26,257.00	26,257.00	0.00	0.00	26,257.00	100.00	0.00	0.00
10	Flatwork	5,898.00	5,898.00	0.00	0.00	5,898.00	100.00	0.00	0.00
11	HVAC Equipment	48,085.00	48,085.00	0.00	0.00	48,085.00	100.00	0.00	0.00
12	Piping Materials	4,082.00	4,082.00	0.00	0.00	4,082.00	100.00	0.00	0.00
13	Electrical Material	22,800.00	22,800.00	0.00	0.00	22,800.00	100.00	0.00	0.00
14	HVAC Labor	23,000.00	20,700.00	2,300.00	0.00	23,000.00	100.00	0.00	0.00
15	Piping Labor	16,560.00	16,560.00	0.00	0.00	16,560.00	100.00	0.00	0.00
16	Electrical Labor	29,400.00	26,460.00	2,940.00	0.00	29,400.00	100.00	0.00	0.00
17	Utility Reimbursement	-8,154.13	0.00	-8,154.13	0.00	-8,154.13	100.00	0.00	0.00
18	Permit Refund	-528.00	0.00	-528.00	0.00	-528.00	100.00	0.00	0.00
19	Fence Painting	-1,800.00	0.00	-1,800.00	0.00	-1,800.00	100.00	0.00	0.00
20	Additional Masonry	2,800.00	0.00	2,800.00	0.00	2,800.00	100.00	0.00	0.00
REPORT TOTALS		\$226,317.87	\$213,082.00	\$13,235.87	\$0.00	\$226,317.87	100.00	\$0.00	\$0.00

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: November 29, 2022
SUBJECT: Award the Ella Sharp Park Clubhouse Expansion Project Contract to R.W. Mercer of Jackson, Michigan in the amount of \$299,708.00.

Recommendation:

Ella Sharp Park Clubhouse Expansion Project Contract to R.W. Mercer of Jackson, Michigan in the amount of \$299,708.00

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Ella Sharp Park Clubhouse Expansion Project.

We recommend approval of the contract to R.W. Mercer of Jackson, Michigan and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: November 29, 2022

RECOMMENDATION: Award the Ella Sharp Park Clubhouse Expansion Project Contract to R. W. Mercer of Jackson, Michigan in the amount of \$299,708.00.

SUMMARY

Award the Ella Sharp Park Clubhouse Expansion Project Contract to R. W. Mercer of Jackson, Michigan in the amount of \$299,708.00.

BUDGETARY CONSIDERATIONS

Funding for this project is broken down into the following areas;

- Capital Improvement Funds \$299,708.00

HISTORY, BACKGROUND and DISCUSSION

The Trugolf Simulator was first used in the winter of 2014. The talk of adding a simulator actually started back in 2009 when seasonal golf courses were looking for ways to increase yearly revenue. When the clubhouse needed to be updated in 2012, (mainly for added basement cart space) there was going to be room available on the upper floor. Rather than turn the room into added seating, it was a perfect fit to add an indoor golf simulator. Reasons being, it only required (1) person to oversee the operation, we're simply adding electric and seasonal wages to the equation and was able to acquire a beer /alcohol license. Technology has improved over the last 8 years and made indoor golf very enjoyable.

DISCUSSION OF THE ISSUE

The City of Jackson Parks and Recreation Department strives to upgrade and focus on our revenue generated areas. This project was part of our 2022/2023 City Budget. The current simulator is busy year round and raised \$40,000 during the last indoor seasons from November -March. The revenue increase helps support the golf course overall budget.

POSITIONS

Requested action is for Council is to award the Ella Sharp Park Clubhouse Expansion Project Contract to R. W. Mercer of Jackson, Michigan in the amount of \$299,708.00.



**BID TABULATION FOR
 ELLA SHARP PARK CLUBHOUSE
 EXPANSION PROJECT - NEW SIMULATOR ROOM
 NOVEMBER 9, 2022**

		RW MERCER COMPANY 2322 BROOKLYN RD. JACKSON, MI49203	MOORE TROSPER CONSTRUCTION COMPANY 4224 KELLER RD. HOLT MI 48842
Lump Sum Bid Per Specifications		\$ 299,708.00	\$ 452,600.00
FEES FOR HANDLING ADDITIONAL			
Add to the Subcontractor's price for performing additional work requested by the Owner fee of _____ percent (____%) which fee includes all of the charges for the undersigned overhead and materials.		12%	10%
Add to the undersigned's charges for cost of all labor and materials for additional work requested by the Owner, a fee _____ percent (____%) which fee includes all of the charges for the undersigned overhead and materials.		15%	15%
For the following items of work added to or omitted from the Specifications shall be computed at the following unit prices.			
DESCRIPTION OF ITEM	UNIT	UNIT COST	UNIT COST
Excavation	Cu. Yd.	25.00	65.00
Backfill	Cu. Yd.	25.00	65.00
Concrete in Place	Cu. Yd.	175.00	451.00
Forms (One Contact)	Sq. Ft.	15.00	1.25
Reinforcing Steel	Lb.	2.50	1.00
Submitted Bid		\$ 299,708.00	\$ 452,600.00
Labor Costs		\$ 179,825.00	\$ 220,000.00
Materials Costs		\$ 104,898.00	\$ 200,600.00
Equipment Costs		\$ 14,985.00	\$ 32,000.00
Possible Change Orders		No change orders are anticipated at this time.	Bad Soils

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, R.W. Mercer Company, as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company, 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 Amount Bid (5 % of the Bid Amount), 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: **Ella Sharp Park Clubhouse Expansion**

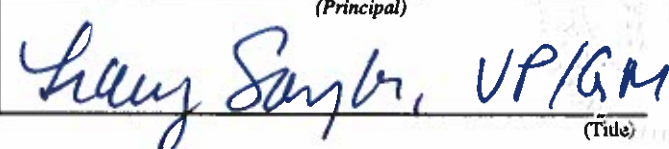
Bid Date: November 9, 2022

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 materials 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 9th day of November, A.D. 2022




(Witness)

R.W. Mercer Company
(Principal)



(Title)



(Witness)

Nationwide Mutual Insurance Company
(Surety)


James S. Kurowski Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 18, 2024



Notary Public
My Commission Expires
October 18, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 9th day of November, 2022.



Assistant Secretary



2322 Brooklyn Road, P.O. Box 180, Jackson, MI 49204-0180
(517) 787-2960 (phone) / (517) 787-1970 (fax)

Sharp Park Clubhouse Expansion Project – New Simulator Room

RW MERCER QUALIFICATION LIST

- 1. RW MERCER HAS NOT INCLUDED ANY ALLOWANCE FOR THE BUILDING / SOIL EROSION / COUNTY DRAIN PERMITS.**
- 2. RW MERCER HAS INCLUDED A FULL – TIME SUPERINTENDENT FOR THE PROJECT.**
- 3. RW MERCER HAS NOT INCLUDED ANY IT / DATA COMM, CAMERAS OR CABLING OF SAME.**
- 4. RW MERCER HAS NOT INCLUDED FURNISH OR INSTALL OF THE SIMULATOR OR ASSOCIATED TURF.**
- 5. RW MERCER HAS INCLUDED BUILDERS RISK INSURANCE, THE PERFORMANCE, LABOR & MATERIAL BONDS AND THE ONE YEAR MAINTENACE BOND.**
- 6. RW MERCER HAS FIGURED THIS AS A 3 – 4 MONTH PROJECT; AND WE RESERVE THE RIGHT TO START THE PROJECT EARLY SPRING 2023 IF PENDING WEATHER PREVENTS US FROM A PRODUCTIVE AND EFFICIENT MEANS OF CONSTRUCTION PROGRESS.**

PROPOSAL

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

Date: 11/9/22

In compliance with your invitation for bids dated October 27, 2022 to perform ELLA SHARP PARK CLUBHOUSE EXPANSION PROJECT - NEW SIMULATOR ROOM

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 RW Mercer Company
organized and existing under the laws of the State of Michigan
with offices at 2322 Brooklyn 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# 38-2120488

(Corporate Seal, if applicable)

Name of Bidder: RW Mercer Company

Signed By: 

Its: Tracy Saylor, Vice President

BID SHEET

DATE:

PROPOSAL FOR: ELLA SHARP PARK CLUBHOUSE EXPANSION PROJECT - NEW SIMULATOR ROOM

**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	October 27, 2022
#2	November 3, 2022

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

DESCRIPTION	LUMP SUM BID
Lump Sum Bid Per Specifications	\$ 299,708.00
TOTAL LUMP SUM BID WRITTEN OUT:	
Two Hundred Ninety Nine Thousand Seven Hundred Eight Dollars	

FEEES FOR HANDLING ADDITIONAL

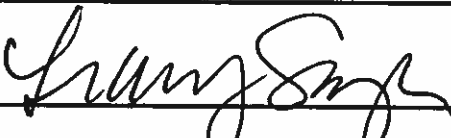
Add to the Subcontractor's price for performing additional work requested by the Owner fee of Twelve percent (12 %) which fee includes all of the charges for the undersigned overhead and materials.

Add to the undersigned's charges for cost of all labor and materials for additional work requested by the Owner, a fee Fifteen percent (15 %) which fee includes all of the charges for the undersigned overhead and materials.

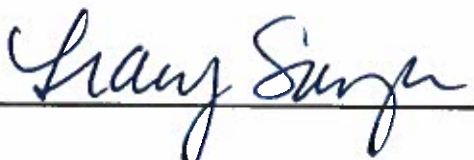
For the following items of work added to or omitted from the Specifications shall be computed at the following unit prices.

DESCRIPTION OF ITEM	UNIT	UNIT COST
Excavation	Cu. Yd.	\$ 25
Backfill	Cu. Yd.	\$ 25
Concrete in Place	Cu. Yd.	\$ 175
Forms (One Contact)	Sq. Ft.	\$ 15
Reinforcing Steel	Lb.	\$ 2.50

Submitted Bid:	\$299,708.00
Labor Costs:	\$179,825.00
Materials Costs:	\$104,898.00
Equipment Costs:	\$14,985.00
Possible Change Orders:	No change orders are anticipated at this time.

Bidder's Name:	RW Mercer Company	
Address:	2322 Brooklyn Road	
City, State, Zip:	Jackson, MI 49203	
Telephone:	(517) 787-2960	
Fax:	(517) 787-1960	
Email Address:	tracy@rwmerc.com	
Federal ID Number:	38-2120488	
Bid Signed By:		Print or Type
Title:	Tracy Saylor, Vice President	

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

By  Its Tracy Saylor, Vice President

CONTRACT COMPLIANCE

DATE: October 27, 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

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

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

Dated: 11/9/22

By: RW Mercer Company

(Bidder's Name)

By: 

(Signature)

By: Tracy Saylor, Vice President

(Title)

2322 Brooklyn Road

Address

Jackson

City

Michigan 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: RW Mercer Company

ADDRESS: 2322 Brooklyn Road

Jackson, MI 49203

SIGNED BY: 

TITLE: Tracy Saylor, Vice President

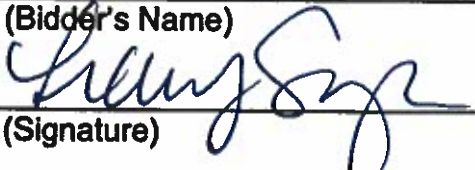
DATE: 11/9/22

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 11/9/22

By: RW Mercer Company
(Bidder's Name)

By: 
(Signature)

By: Tracy Saylor, Vice President
(Title)

2322 Brooklyn Road
Address

Jackson
City


Michigan 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

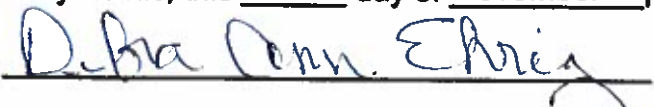
STATE OF Michigan)
COUNTY OF Jackson) ss

Tracy Saylor, being first duly sworn, deposed and says that:

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

Dated: 11/9/22 By: RW Mercer Company
(Company)
By: 
(Title)

Subscribed and sworn to before me, a Notary Public, this 9th day of November, 2022.


Notary Public, Jackson County, Mi
My commission expires: 3-14-23

**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

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

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

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

Dated 11/9/22


Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name Tracy Saylor, Vice President	Company RW Mercer Company
Telephone (517) 787-2960	Email Address tracy@rwmercerc.com

Contract or matter pending with the City:

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

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

Property address: _____

Property interest: _____

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

None of the above apply.

Dated:


Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 9th day of November, 2022,
By Tracy Saylor, Vice President.

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:	R.W. Mercer Company
ADDRESS:	2322 Brooklyn Road
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	(517) 787-2960
OFFICERS:	
President: Andy Mercer	Email Address: andy@rwmercerc.com
Vice President: Tracy Saylor	Email Address: tracy@rwmercerc.com
Secretary: Tobin Dunigan	Email Address: tdunigan@rwmercerc.com
Treasurer: Mike Schilling	Email Address: mschilling@rwmercerc.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 46+	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	N/A

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 1 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

CRITERIA 3:

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

Residential Contractor's License 2102177902

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

Electrical apprentice program - petroleum construction

Manufacturer training/certification - various

OSHA; CPR/First Aid, etc - yearly 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.

Confirmed

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.

Confirmed

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 2 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

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

Please refer to attached.

CRITERIA 10:

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

NONE

CRITERIA 11:

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

Name: Please refer to attached; insurance renewal in progress.

Walton Insurance Group

Type of Coverage:

General Liability, Auto, Worker's Comp

Telephone:

(517) 787 - 2600

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.

R.W. Mercer Co.'s workers are not classified as independent contractors. Any subcontracting firms employed by Mercer are considered independent contractors. Subcontractors are required by contract to comply with all federal, state and local laws with regard to its employees.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 4 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME **R W Mercer Company**

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.

Labor, material and equipment warranties should be defined in the plans and specifications for the project.

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.

Confirmed; provided the project we are bidding on specifies that it is a prevailing wage project and the applicable wage rates to be paid on that project are provided by the City.

CRITERIA 16:

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

Acknowledged

CRITERIA 17:

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

It is not possible to determine at this time what change orders would be necessary for a project that is not under contract.

CRITERIA 18:

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

Please refer to attached.

CRITERIA 19 (ATTACHMENT REQUIRED): Please see attachment to Criteria 18

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.

N/A

CRITERIA 21:

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

Confirmed

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.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 7 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

CRITERIA 23:

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

N/A

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

Yes

No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

Yes

No

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 8 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

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:**

RW Mercer Company; Tracy Saylor, Vice President

Print Firm Name/Principal

Signature/Principal

11/9/22

Date

Criteria #6 – Evidence of Experience

In the last three years, we have completed two large general contracting projects for the City of Jackson, including the Department of Public Works and Martin Luther King Center. We also completed the construction of The 200 Apartment Complex in downtown Jackson last year.



Surety Bonding & Insurance Group
5100 Birch Point Dr.
Interlochen, MI 49643

Phone: 231-276-3201
Mobil: 517-256-2597
sigkurowski@msn.com

January 28, 2022

To Whom It May Concern:

Re: R. W. Mercer Company

For the past 18 years, our agency, along with Nationwide Mutual Insurance Company (Best Rating A+, U.S. Treasury rating: \$1 Billion+) have provided surety bonds for the captioned. Over the years, R.W. Mercer Company has distinguished itself as one of the premier contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, we have provided surety bonds in excess of \$15,000,000/ \$25,000,000 to the captioned. Subject to normal underwriting considerations, this letter shall offer you our assurances of bonding support along these lines. Should you need additional information, please free to call the undersigned.

Sincerely,

James S. Kurowski
President and Attorney in fact



We help build contractors

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company, that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of January, 2022.

Assistant Secretary

MIOSHA/OSHA Citations - Criteria #9

Date	Job Location	Department	Violation Description/Classification	Penalty Amount	Corrective Action Taken
2017					
5/16/2017	Napoleon, MI	General Contracting	Aerial Work Platforms Fall protection Fixed and portable ladders Electrical installations (cords)	\$1,500 \$1,500 \$0 \$0	Abated on site Abated on site Corrected during inspection Corrected during inspection
5/18/2017	Vienna, OH	Petroleum Construction	No safety data sheets on site	\$0	Corrected during inspection
2018	None				
2019	None				
2020					
7/20/2020	Marshall, MI	General Contracting	No guard on portable grinder Workers exposed to material hazard of materials being attached to guardrail of Aerial Work Platform	\$1,000 \$0	Corrected during inspection Corrected during inspection
2021					
11/16/2021	Howell, MI	Petroleum Construction	Mini Excavator Annual Inspection Not on site	\$0	Zero fee citation; abated

Criteria #18 – Qualifications of Management and Supervisory Personnel

All of our project managers have over 20-30 years of experience in the industry, with the majority of them also holding a B.S. in Construction Management from Michigan State University. The City's Building Department can attest to the quality of our management and supervisory personnel.

Criteria #22

Below is a *partial* list of general construction/construction management/design/build projects currently under construction and completed (by volume).

Project	Description	Contract Amount	Completion Date
Jackson College, Jackson, MI	Construction Manager for the renovation of Whiting Hall and construction of new building addition; LEED Silver project	\$21,900,000	05/11
Jackson Public Schools Jackson, MI	Construction Manager for the JPS 2009 Bond Campaign	\$16,000,000	05/13
Jackson County ISD Jackson, MI	Construction Manager for the Renovations To Frost Elementary School	\$16,000,000	2023
Jackson College Jackson, MI	Construction Manager for the renovation of Bert Walker Hall	\$15,000,000	08/16
Napoleon Community Schools, Napoleon, MI	Construction Manager for 2012 bond campaign to renovate high school	\$13,000,000	09/14
The 200 Jackson, MI	Construction Manager for the construction of a new apartment complex in downtown Jackson.	\$11,800,000	10/20
Omnisource – Michigan Division, Jackson, MI	Construction Manager for new shredder operation and remodeling of existing facilities	\$10,800,000	06/05
Tru by Hilton Traverse City, MI	Construction Manager for the construction of a new hotel in Traverse City	\$9,700,000	2022
Hannah Hospitality East Lansing, MI	Construction Manager for new Residence Inn in East Lansing	\$9,500,000	09/15
Consumers Energy Jackson, MI	Renovation of Jackson Innovation Center	\$8,000,000	01/16
Jackson College Jackson, MI	Construction Manager for a 24-suite student dormitory; achieved LEED Gold Certification	\$6,680,000	07/09
Lifeways (Jackson Co.) Jackson, MI	Renovation of Existing Facility	\$5,500,000	2021
Anesthesia Business Cons. Jackson, MI	Renovation of 60,000 SF facility into new Corporate headquarters	\$4,900,000	09/06
City of Jackson Jackson, MI	Construction of new public works facility	\$4,600,000	06/20
Consumers Energy Jackson, MI	Renovation of Parnall First Floor	\$4,300,000	08/18

Project	Description	Contract Amount	Completion Date
Sealandaire Jackson, MI	Renovation of 20,000 SF existing facility	\$2,800,000	08/19
Llamasoft Ann Arbor, MI	Renovation of third floor of existing facility	\$2,600,000	02/20
Jackson Free Methodist Church Jackson, MI	Construction of new addition; renovation of the existing facility	\$2,500,000	01/20
Classic Turning Jackson, MI	Construction of new addition; renovation of existing facility	\$2,400,000	10/19
Beacon & Bridge Mt. Morris, MI	Construction of new convenience store with A & W; installation of new fueling system	\$2,400,000	5/19
Standard Bistro Ann Arbor, MI	Renovation of restaurant	\$2,100,000	03/18
Turtle Creek Casino Traverse City, MI	Construction of new convenience store/ Fueling facility	\$2,000,000	07/18
Toledo 76, Inc. Homer, MI	Construction of New Convenience Store/Fueling Facility	\$1,950,000	09/15
City of Jackson Jackson, MI	Renovation and addition to existing MLK Center	\$1,910,000	10/20
MB C-Stores, LLC Dowagiac, MI	Construction of New Convenience Store/ Fueling Facility	\$1,800,000	12/13
Kelly Fuels, Inc. Jackson, MI	Construction manager for the construction of a new strip mall facility	\$1,686,000	08/17
Save Time Clark Lake, MI	Construction of new 7,700 SF convenience store; bank and Subway	\$1,600,000	05/11
Pic Center Jackson, MI	Construction of new 6,100 SF medical office facility.	\$1,550,000	06/13
Grinnell Properties, LLC Jackson, MI	Design/Build construction of new medical office facility addition	\$1,500,000	01/17
Page Ave., LLC Michigan Center, MI	Design/build construction of new two-story medical office building	\$1,500,000	02/10



Criteria #24

May 11, 2022

To whom it may concern:

RE: R.W. Mercer Co.
Workers' Compensation

The following are workers' compensation intrastate experience modification factors by policy year:

5/1/22-23	.76
5/1/21-22	.73
5/1/20-21	.73

If you have any questions, please let us know.

Sincerely,

Kathy Corden

Kathy Corden
Account Manager

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

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

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

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

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

Price (25%)

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

Submitted Bid:	\$299,708.00
Labor Costs:	\$179,825.00
Materials Costs:	\$104,898.00
Equipment Costs:	\$14,985.00
Possible Change Orders:	No change orders are anticipated at this time.

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.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Moore Trosper Construction Company
4224 Keller Road, PO Box 217
Holt, MI 48842

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

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

OWNER:

(Name, legal status and address)

City of Jackson

BOND AMOUNT: Five Percent of Bid (5% of Bid)


PROJECT: City of Jackson- Ella Sharp Park Clubhouse Expansion Project, New Simulator Room
(Name, location or address, and Project number, if any)

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

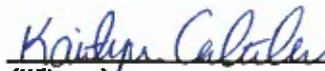
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 9th day of November, 2022



(Witness)



(Witness) Kaitlyn Caltrider

Moore Trosper Construction Company
(Principal)  (Seal)

(Title) Harold V. Moore, CEO
Travelers Casualty and Surety Company of America
(Surety)  (Seal)

(Title) Ian T Foster, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **IAN T FOSTER** of **LANSING** 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 **9th** day of **November**, 2022 .




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PROPOSAL

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

Date: 11/9/22

In compliance with your invitation for bids dated October 27, 2022 to perform ELLA
SHARP PARK CLUBHOUSE EXPANSION PROJECT - NEW SIMULATOR ROOM

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 Moore Trospen Construction Company
organized and existing under the laws of the State of MI
with offices at 4224 Keller Road, Holt, MI 48842

(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# 38-2413803

(Corporate Seal, if applicable)

Name of Bidder: Moore Trospen Construction Company

Signed By: _____

Its: Harold V. Moore, CEO

BID SHEET

DATE: 11/9/22

PROPOSAL FOR: ELLA SHARP PARK CLUBHOUSE EXPANSION PROJECT - NEW SIMULATOR ROOM

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
1	10/27/22
2	11/3/22

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

DESCRIPTION	LUMP SUM BID
Lump Sum Bid Per Specifications	
TOTAL LUMP SUM BID WRITTEN OUT:	

FEES FOR HANDLING ADDITIONAL

Add to the Subcontractor's price for performing additional work requested by the Owner fee of ten percent (10 %) which fee includes all of the charges for the undersigned overhead and materials.

Add to the undersigned's charges for cost of all labor and materials for additional work requested by the Owner, a fee fifteen percent (15 %) which fee includes all of the charges for the undersigned overhead and materials.


For the following items of work added to or omitted from the Specifications shall be computed at the following unit prices.

DESCRIPTION OF ITEM	UNIT	UNIT COST
Excavation	Cu. Yd.	\$ <u>65⁰⁰</u>
Backfill	Cu. Yd.	\$ <u>65⁰⁰</u>
Concrete in Place	Cu. Yd.	\$ <u>451⁰⁰</u>
Forms (One Contact)	Sq. Ft.	\$ <u>1.25</u>
Reinforcing Steel	Lb.	\$ <u>1.00</u>

Submitted Bid:	<u>\$ 452,600</u>
Labor Costs:	000,000 <u>\$ 220,000</u>
Materials Costs:	<u>\$ 200,600</u>
Equipment Costs:	<u>\$ 32,000</u>
Possible Change Orders:	<u>Bad soils</u>

Bidder's Name:	Moore Trosper Construction Company	
Address:	4224 Keller Road	
City, State, Zip:	Holt, MI 48842	
Telephone:	517-694-6310	
Fax:	517-694-1173	
Email Address:	info@mooretrosper.com	
Federal ID Number:	38-2413803	
Bid Signed By:	Harold V. Moore	Print or Type
Title:	CEO	

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 Harold V. Moore, CEO

CONTRACT COMPLIANCE

DATE: October 27, 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

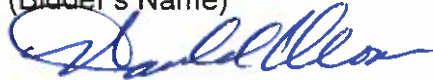
Moore Trosper Construction Company certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual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

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

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

Dated: 11/9/22

By: Moore Trosper Construction Company
(Bidder's Name)

By: 
(Signature)

By: Harold V. Moore, CEO
(Title)

4224 Keller Road
Address

Holt

City

MI 48842

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: Moore Trospen Construction Company

ADDRESS: 4224 Keller Road

Holt, MI 48842

SIGNED BY: 

TITLE: Harold V. Moore, CEO


DATE: 11/9/22

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 11/9/22

By: Moore Trosper Construction Company
(Bidder's Name)

By: 
(Signature)

By: Harold V. Moore, CEO
(Title)

4224 Keller Road

Address

Holt

City

MI 48842

State and Zip

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.

~~provided~~ within 24 hrs upon request

Bruton Electric

Hopkins Mechanical

Lansing Tile

**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

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

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

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

Dated 11/9/22


Signature Harold V. Moore, CEO



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name Harold V. Moore	Company Moore Trosper Construction Company
Telephone 517-694-6310	Email Address info@mooretrosper.com

Contract or matter pending with the City:
Ella Sharp Park Clubhouse Expansion

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

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

- A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

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

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

- None of the above apply.

Dated:



Signature Harold V. Moore, CEO

STATE OF MICHIGAN)
) SS
 COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 9th day of November, 2022,
 By Harold V. Moore



KIMBERLY LYNN ZAJAC
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
 My Commission Expires July 19, 2023



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:	Moore Trosper Construction Company
ADDRESS:	4224 Keller Road
CITY, STATE, ZIP:	Holt, MI 48842
TELEPHONE:	517-694-6310
OFFICERS:	
President: Brian Moore/Ted Moore	Email Address: bmoore@mooretrosper.com/tmoore@same
Vice President:	Email Address:
Secretary: Heather Place	Email Address: hplace@mooretrosper.com
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Moore Trosper Construction Company
STREET ADDRESS:	4224 Keller Road
CITY, STATE, ZIP CODE:	Holt, MI 48842
UNDER CURRENT MANAGEMENT SINCE (DATE):	6/11/82

CRITERIA 3:

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

Michigan Builders License #2101108782

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

Our skilled labor is all union and trained by their respective unions. Additional training is provided by AGC as necessary.

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.

We ensure that all subcontractors, employee and other individuals under our supervision are compliant.

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.

Moore Trosper 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.

CRITERIA 6 (ATTACHMENT REQUIRED) See attached. We self perform demo, concrete and general trades. All other work will be subcontracted.

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) See attached

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

CRITERIA 8:

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

NONE

CRITERIA 9:

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

NONE

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:	David Chapman Agency, Inc. (please see attached cert.)
-------	--

Type of Coverage:	Commercial General, Automobile, Umbrella Liability & WC
-------------------	---

Telephone:	517-319-8245
------------	--------------

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.

Moore Trosper will provide a one (1) year workmanship warranty on all work performed. Manufacturer warranties to be provided based on specifications for the project.

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.

Moore Trosper will pay all craft employees current wage rates and fringe benefits as required.

CRITERIA 16:

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

Moore Trosper acknowledges our obligation to comply with the 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.

Potential change orders could be items missed on the plans by the architect or concealed conditions unknown until demolition/construction starts. It is impossible to put a cost on potential change orders without knowing what the change would be.

CRITERIA 18:

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

Specific personnel assigned to this project are TBD, however, Moore Trosper has been in business for 40 years and has a large pool of employees with long term experience in project management and on-site supervision.

CRITERIA 19 (ATTACHMENT REQUIRED): See attached

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

CRITERIA 20:

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

The table of contents for our ISO 9001:2015 manual is attached as well as our certification of the same.

CRITERIA 21:

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

Moore Trosper affirms that all construction work for this project will proceed economically, efficiently, continuously and without interruptions.

CRITERIA 22 (ATTACHMENT REQUIRED): See attached

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

CRITERIA 23:

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

This is TBD based on available employees at time of construction.

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:

As a union contractor signatory with the local carpenters, laborers and cement finishers unions, our employees are trained through their respective unions.

Note that our field personnel are all part of a registered apprenticeship program or have completed their journeyman certification, therefore, there is no documentation on how we would assess employees outside of this realm.

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

CRITERIA 24 (ATTACHMENT REQUIRED) See attached

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

CRITERIA 25:

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

Yes

No

CRITERIA 26 (ATTACHMENT REQUIRED): See attached

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

CRITERIA 27:

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

It is our desire to utilize local contractors on this project while still providing the City the optimal price to complete the scope of work. In addition, we will review our labor pool and should there be employees living in the City of Jackson or Jackson County that are able to perform the work necessary, they will be placed on this project. We are unable to determine what percentage that will be at this time.

CRITERIA 28 (ATTACHMENT REQUIRED): See attached

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

CRITERIA 29:

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

See attached

Harold V. Moore, CEO

Print Firm Name/Principal

Signature/Principal

11/9/22



Date



4224 Keller Road
P.O. Box 217
Holt, Michigan 48842

Phone: (517) 694-6310
Fax: (517) 694-1173
info@mooretrosper.com

Criteria 6:

Moore Trosper Construction Company is a Native American, family-owned corporation based in Mid-Michigan. Founded in 1982 as a general contracting firm, we developed into construction manager and design/build service provider by giving our clients individual attention, continuous communication and offering a team approach to ensure each project's successful completion in an efficient, economical manner. As a full-service company offering direct "hands-on" performance and management, we have successfully completed a broad range of commercial projects from gaming, manufacturing, health care, worship, educational and institutional facilities and corporate offices. We specialize in the programming, project administration, and construction management of private, educational, public, municipal and institutional projects. Our company is a certified Minority Business Enterprise and is ISO 9001-2008 certified. We are members of the Associated General Contractors and have been recognized with awards in safety since 2002.

We have a strong relationship with our clients built on trust, values, communication, coordination, cooperation and respect. Some of our more notable clients that we have worked with in occupied and sensitive spaces include FireKeepers Casino, Gun Lake Casino, Nottawaseppi Huron Band of the Potawatomi, Sparrow Health System, Jackson National Life Insurance, Emergent Biosolutions, Lansing Community College and Consumers Energy.

Moore Trosper Construction Company has a well-seasoned team of skilled tradesmen, field superintendents, project managers, estimators, and support staff. Marked by an exceptionally low turn-over, our talented personnel provide a trusted and proven platform from which to offer consistent product value and an unhesitating commitment to our client's needs. Maintaining in-house estimating capabilities enables us to perform meaningful value engineering and tightly price the critical portions of a contract. Our years of experience and project management policies create a cooperative team relationship with the client, architect and the contractor, thereby saving time and money.

Moore Trosper will be self performing demolition, concrete and general trades. All other work will be subcontracted and those contractors are TBD at this time. More detailed information can be provided within 48 hours of bid submission.

Criteria 12:

Moore Trosper maintains a sufficient internal labor pool and subcontractor pool to complete the scope of work for this project. Additionally, no construction workers will be misclassified as independent contractors.



**MOORE TROSPER
CONSTRUCTION COMPANY**

CAPABILITY STATEMENT

#6

Native American Indian Owned



*Dacey's Taphouse, FireKeepers Casino Hotel
Battle Creek, Michigan*



*Michigan Law Enforcement Officers Memorial
Lansing, Michigan*



*Center for Family Health Dental Clinic
Jackson, Michigan*



*Dart Container Airport Hangar
Lansing, Michigan*

CORE COMPETENCIES

- Construction Management
- Owner Representation
- General Contracting
- Design and Build
- Pre-Construction/Consulting
- Concrete Flatwork and Walls
- Rough and Finish Carpentry
- Commercial
- Cultural and Preservation
- Education - K-12 & Higher Ed
- Gaming & Entertainment
- Government
- Healthcare
- Religious



Moore Trosper Construction Company was founded in 1982 and is a Native American Indian owned, Minority Business Enterprise. Family owned and operated, we are a well-respected leader in the construction industry with an unwavering commitment to quality work, responsiveness to clients, and attention to detail. We provide construction management, owner representation, general contracting, design and build, along with general trades and concrete services, to clients both large and small. We succeed because we adhere to the sound business practices and ethics that have guided us since inception.

PRINCIPAL OFFICE

4224 Keller Road
Holt, MI 48842

NORTHERN MI OFFICE

531 Ashmun Street
Sault Ste. Marie, MI 49783

CONTACT

Brian Moore, Co-President
Theron (Ted) Moore, Co-President

☎ 517.694.6310

✉ info@mooretrosper.com

🌐 www.mooretrosper.com

UIE

Y98MN62KYBV4

CAGE CODE

1DQ06

EMR

0.36

BONDING CAPACITY

\$100 million per project
\$150 million aggregate

NAICS CODES

236220 236210
238110 238350

DIFFERENTIATORS

- ✓ 40 years of proven experience
- ✓ Outstanding safety performance exhibited by annual awards from AGC
- ✓ In house estimating, carpentry and concrete services
- ✓ Our focus is on quality craftsmanship, functionality and value. We emphasize hands-on management style and personal attention to clients
- ✓ Demonstrated commitment to quality assurance, quality improvement, and customer service by being ISO 9001-2015 Certified

Committed to superior quality and results



Lauren Piscitello
*Account Underwriter
Travelers Bond
Business Area, Columbus, OH*

*(614) 416-3560
lpiscite@travelers.com*

**One Easton Oval Suite # 375
Columbus, OH 43219**

March 1, 2022

RE: Surety Capacity Letter for Moore Trosper Construction Co.

To Whom it May Concern:

We are pleased to share with you our experience as surety for Moore Trosper Construction Co. We consider Moore Trosper Construction Co. one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

Travelers Casualty and Surety Company of America provides the Moore Trosper Construction Co. with a single surety capacity of \$100,000,000 and an aggregate surety program of \$150,000,000.

Our willingness to provide surety credit on any project is subject to Moore Trosper Construction Co.'s acceptance of an award of the contract, Moore Trosper Construction Co. applying to the Travelers Casualty and Surety Company of America on or about the day work is scheduled to begin for bonding, and Moore Trosper Construction Co., and us, as surety, determining that the contract documents, contract specifications and bond forms are acceptable

We are pleased to share with you our experience with this fine organization. If you require any additional information, please let us know.

Best regards,

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

Lauren Piscitello



Inspire ~ Empower ~ Succeed

April 4, 2022

To Whom It May Concern:

This letter of recommendation is written on behalf of Mr. Ted Moore and Moore Trosper Construction. Mr. Moore and the Moore Trosper team have been working with Mason Public Schools since March of 2015 in the capacity of Owners Representative for the district’s capital improvement plan. Moore Trosper has been with the district from the facility assessment phase to current construction of Phase 2 of our \$69.8 million project.

The Moore Trosper team assisted with the identification of the facilities and programming needs of the district. Their construction expertise was instrumental in the assessment of current facilities and in the development of a master plan to address our infrastructure needs. Moore Trosper was a valuable participant on two community/staff steering committees over a two-year period to develop a scope of work and cost model for our bond proposal.

Moore Trosper’s most accomplished work to date was their assistance in the passage of the district’s \$69.7 million bond proposal on November 7, 2017. Mr. Moore’s knowledge and hard work helped the district formulate positive messaging and internal and external communication to educate the community on the needs of the district. Mr. Moore was a valuable asset at numerous community forums and speaking engagements to community groups. Mr. Moore helped in the formation of a “YesMason” advocacy group to assist the district in getting out a positive message and encouraging yes voters to get to the polls.

Since the election, Moore Trosper has been leading the construction efforts of the school district and representing MPS with contract negotiations, schematic design, bid development, asbestos abatement and construction contract awards. Their expertise in monitoring construction activity, reviewing change orders and budget development has resulted in added value and significant savings to the project.

In the spring of 2020, the district assigned the Construction Manager (CM) responsibilities to the Moore Trosper team. On short notice they transitioned into the role of CM and successfully brought two \$11 million new construction and renovation projects to completion on time and on budget. Their knowledge and experience in construction management was critical to the district during this time. We trusted Moore Trosper to step in and they rose to the occasion.

I strongly recommend Moore Trosper’s involvement in any capacity in your capital improvement project. Their construction management services have been exceptional and their value to the project has exceeded expectations.

Educationally yours,


Ronald Drzewicki, Ed.S.
Superintendent



Improving the health of the people in our communities by providing quality, compassionate care to everyone, every time

April 1, 2022

Sparrow Eaton Hospital
321 East Harris Street
Charlotte MI 48813

Re: Moore Trosper Construction Co Inc – Letter of Recommendation

To Whom It May Concern,

Sparrow Eaton Hospital is writing this letter of recommendation to highly recommend Moore Trosper Construction Company. We are a hospital healthcare organization with a total of six Physician Medical office building within our surrounding community. We have utilized Moore Trosper Construction services several times the past ten years at all levels from the basic one-day jobs to preconstruction services with complete remodels in the hospital environment to our physician medical business type occupancy.

Moore Trosper was instrumental throughout each phase of our most recent suite remodels in two of our occupied physician buildings. They provided preconstruction estimates and were very flexible with the ever-changing physician schedules and patient loads for each of these. These both were extremely challenging remodels, very tight site, limited work hours with no storage space for construction supplies. Despite each of these obstacles, Moore Trosper completed both construction projects on time and on-budget. They also remained flexible when additional funds were brought forward toward the end of these projects and worked with the facilities development team to achieve some of our upgrade goals.

I am confident that Moore Trosper Construction Team will be an excellent choice for your facilities development team to work and coordinate with to enhance your facilities and you will be very satisfied with their services. If you have any questions or would like additional information, please feel free to contact me at (517) 290-1711.

Sincerely,

Randy W. Owens
Director of Support Services
Sparrow Eaton Hospital
Office 517-541-5914
Randy.Owens@sparrow.org



March 24, 2022

LETTER OF SUPPORT

In advance of a potential Bond initiative, Holt Public Schools hired Moore Trosper to serve as our Owner's Representative. An owner's representative is hired by a project owner (Holt Public Schools), to represent us through the entire process of development, site selection, design, permitting, and construction. Moore Trosper was an important partner in our pre-bond work and critical in helping us pass our \$148 million Bond proposal. Moore Trosper met with the Board of Education and Holt Public administration countless times to better understand the format and type of information to be included in our Bond campaign.

Holt Public is a district that serves 5250 students. We have ten schools and several axillary buildings that are included in our Bond. In addition to what I have listed above, during the planning process, Moore Trosper helped us select our architect and construction manager, negotiate contracts, prepare bids, and continues to make recommendations to the Board of Education and Administration. Our relationship is strong. By hiring Moore Trosper to serve as our Owner's Representative, our administrators have had the autonomy to continue focusing on our daily responsibilities, rather than just the Bond. In a time when we continue to deal with a talent shortage, knowing Moore Trosper is alongside of us to support, recommend and coach us brings great comfort.

It is with great pride and enthusiasm that I write to support Moore Trosper. I would love to add detail and context to my narrative, and I welcome the opportunity to share more. In the event you have additional questions about Moore Trosper, feel free to contact me.

Sincerely,

David G. Hornak, Ed.D.
Superintendent, Holt Public Schools



March 22, 2022

Mr. Theron E. Moore
Moore Trosper Construction Company
4224 Keller Road
Holt, Michigan 48842

Dear Mr. Moore,

On behalf of Jackson National Life Insurance Company, I would like to commend you and your team for the outstanding work you perform on various projects that you have been contracted to perform for Jackson.

Many of the projects that your company have performed for us have been on tight timeframes and skilled oversight. The projects have not only been delivered on time but on budget also. Your passion to provide the best customer service shines through in your actions. Your dedication and drive to push any project you have worked on with us is exactly what we like to see in a contractor. You continue to prove that when called upon your company will pull through and provide us with top notch management as well as construction services.

We look forward to working with Moore Trosper Construction Company again.

Sincerely,

Dennis A. Blue
Vice President, Corporate Support Services
Jackson



**NOTTAWASEPPI HURON
BAND OF THE POTAWATOMI**

A FEDERALLY RECOGNIZED TRIBAL GOVERNMENT

April 26, 2022

Re: Moore Trosper Construction Company

To Whom it May Concern:

We are pleased to share our experience with Moore Trosper Construction Company and Ted Moore.

Moore Trosper Construction Company has been a part of several of our major construction projects including, FireKeepers Casino, the two subsequent hotel expansions, the demolition and reconstruction of Kabaret Lounge and Dacey's Taphouse, construction of a new gas station and convenience store, renovation of a historic fire station into the Fire Hub restaurant and food pantry, and the renovation and upgrade of the main casino entry. In addition to the work at the casino, Moore Trosper has been involved with numerous projects at the Pine Creek Indian Reservation including a community greenhouse and gardens, Athens Indian Church, two different housing projects, the Pow Wow Grounds, and renovations of the Justice Center and Health Center.

The Nottawaseppi Band of the Huron Potawatomi Indians is pleased with the quality of work, attention to detail, and the responsiveness of the entire Moore Trosper team. They have done an excellent job in employing and training our Tribal members through the course of these project.

On behalf of the Tribal Council, we would recommend any of Moore Trosper Construction Company's services and look forward to working with them on future endeavors.

Migwéché,

Dorie Rios
Tribal Council Vice-Chair

CERTIFICATE OF REGISTRATION



Moore Trosper Construction Company
4224 Keller Road
Holt, Mi 48842 USA

Global Management System Registration, LLC issues this certificate to the firm named above, having assessed and approved the firm's quality management system and finding the system conforms to the standards of:

ISO 9001-2015
ANSI / ISO / ASQ Q9001-2015

The Quality Management System is applicable to the following:

**Construction Management, General Contractor,
Design and Build**

This approval is subject to the firm maintaining its system to the required standards which will be monitored by GMSR.

Certificate Number: GMSR C1007-1019
Date of Issue: February 12, 2020
Date of Expiration: February 12, 2023

Russell D. Cromer
Managing Member of GMSR LLC

Global Management System Registration, LLC

47866 West Road Wixom MI 48393





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Document Number	Document Name
	QUALITY POLICY INFORMATION
QPM-001	Quality Policy Manual
QPM-002	Organization Chart
QPM-003	Quality Policy and Objectives
QPM-004	Mission Statement
QPM-005	Shall Matrix
QPM-006	Procedure Flowchart
	401 MANAGEMENT REVIEW
401PR001	Management Review and Continuous Improvement Procedure
401FR001	Management Review Meeting Agenda
401FR002	Key Measures Summary
401FR003	Customer Satisfaction Survey
401FR004	Employee Satisfaction Survey
401FR005	Quality Policy & Safety Policy Signoff
	402 ESTIMATING
402PR002	Estimating Process Procedure
402FR001	Estimating Checklist
402FR004	Estimate Summary Sheet (Excel)
402FR004	Estimate Summary Sheet (Lotus)
402FR005	Bid List
402FR006	Estimate Sheet (preprinted)
402FR007	Request for Quotation
402FR008	Work Authorization Form – Verbal Order
402FR020	Contract Review Checklist
	404 DESIGN CONTROL
404PR001	Design Control Procedure
	405 DOCUMENT MANAGEMENT
405PR001	ISO Documents –Document Management Procedure
405FR002	Master List of ISO Documents
405FR003	Document Change Request
405FR004	List of Controlled Manuals
405FR005	Document Exchange Notice
405FR007	Document Change Request Log
	406 PURCHASING
406PR001	Purchasing Management Procedure
406WI001	Vendor Listing Assessment
406WI002	Purchase Order Flowchart
406FR002	Purchase Order (preprinted)
406FR003	Purchase Order Checklist Form
406FR004	Purchase Order Attachment #1 (preprinted)

QPM = Quality Policy Manual; PR = Procedure; FR = Form; WI = Work Instruction

July 6, 2016



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406FR005	Purchase Order Attachment #2
406FR006	Purchase Order Attachment #3
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	409PR001 PROJECT MGMT.
409PR001	Project Management Procedure
	409PR002 EQUIPMENT
409PR002	Equipment Management Procedure
	409PR003 SITE MGMT.
409PR003	Site Management Procedure
	409PR004 CO's & BULLETINS
409PR004	Change Orders & Bulletins Procedure
	409PR005 SAFETY
409PR005	Company Safety Manual
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409WI001	Extra Costs Flowchart
409FR002	Pre-Construction Checklist
409FR003	Equipment List
409FR004	Change Order Breakdown Worksheet
409FR005	Revise Purchase Order Form
409FR006	Daily Report (preprinted)
409FR007	Shop Drawing/Color Log
409FR008	Change Order Form (preprinted)
409FR009	Testing/Inspection Requirements Checklist
409FR010	Job Specific Master List of Documents
409FR011	Job Set Up for Accounting
409FR011A	GC Job Set Up Form
409FR012	Job Set Up Checklist
409FR013	Purchase Order Worksheet and Schedule of Values
409FR014	Job Cost Gray Book Schedule
409FR015A	Transmittal Sheet
409FR015B	Transmittal Sheet
409FR016	Punchlist Form
409FR017	Additional Work Authorization Form (preprinted)
409FR018	Cost Tracking Log
409FR019	Subcontractor Evaluation
409FR020	Change Order Review Checklist
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409FR022	Transfer Sheet
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409FR032	Request for Records
409FR033	Warranty Information Sheet
409FR034	Verbal Authorization NOT to Perform Work
409FR035	Safety Orientation
	410 RECEIVING
410PR001	Receiving Materials Procedure
410FR001	Vendor Non-Conforming Material Report
410FR002	Customer Supplied Product Receiving Form
	411 GAGE MANAGEMENT
411PR001	Gage Management System Procedure
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413PR001	Non Conforming Material Procedure
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414FR001	Corrective Action Log
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	415 HANDLING, STORAGE, ETC.
415PR001	Handling, Storage, Preservation & Delivery Procedure
	416 RECORDS MANAGEMENT
416PR001	Records Management Procedure
416FR001	Records Matrix
	417 INTERNAL AUDITING
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417FR002	Internal Auditing Schedule
417FR003	Audit Non-Conformance Form
417FR004	Internal Audit Report
	418 TRAINING
418PR001	Training Procedure
418FR001	Training Matrix
418FR002	Training Schedule

Criteria 22:

The extra costs in the below projects are not related to Moore Trosper's timeliness, performance, quality of work, extension requests, contractual fines/penalties imposed and have no liens filed or history of claims for extra work or any contract defaults. These are a small representation of projects of comparable size/complexity that we have completed in the last five years.

YEAR	PROJECT	CLIENT	ORIGINAL CONTRACT	CHANGE ORDERS	FINAL CONTRACT
2021	Chelsea 300-400 Media Center	Clark Construction	475,000	116,304	591,304
2021	F/K Quality Inn Roof Replace	Firekeepers Casino	550,000	107,390	657,390
2021	CE Battle Creek Paving	Consumers Energy - Jackson	704,923	52,915	757,838
2021	F/K EV Charging & Add Parking	Firekeepers Casino	679,720	79,091	758,811
2021	Sault Childcare Renovation	Sault Tribe Chippewa Indians	469,000	18,007	487,007
2020	F/K Hotel Exp.06A GT Constr.	Clark Construction	3,108,100	1,685,560	4,793,660
2020	Cooley Center Renovations	WMU Cooley Law School	665,800	124,428	790,228
2020	Portland - Middle School Reno	Clark Construction	623,613	114,451	738,065
2020	Everett Addition/Renovation	The Christman Company	596,240	38,067	634,307
2020	Delta Mills Church	Delta Mills Methodist Church	428,007	0	428,007
2020	Fulton Schls 2020 Sinking Fund	Wieland Construction	412,300	12,648	424,948
2020	Sault - Lambert Center Reno	Sault Tribe Chippewa Indians	655,000	0	655,000
2020	Chelsea High School Renovation	Clark Construction	460,400	133,254	593,654
2019	Alma College Bruske Hall	Granger Construction Company	682,000	88,930	770,930
2019	Goodwill Mason	Goodwill Industries of CMH	3,375,968	339,979	3,715,947
2019	NHBP Comm Gardens II - Constr	Nottawaseppi Huron Band of Potawatomi	1,022,433	8,097	1,030,530
2019	CE P1-2 Major Systems Upgrades	Consumers Energy - Jackson	3,140,285	410,248	3,550,533
2019	F/K Hotel Expansion Concrete	Clark Construction	1,888,000	359,881	2,247,881
2019	NHBP Pow Wow Grounds Imprv	Nottawaseppi Huron Band of Potawatomi	553,770	55,315	609,085
2019	Consumers Energy JAC Tool Room	Consumers Energy - Jackson	681,525	256,356	937,881
2018	Eastern HS Renovations	The Christman Company	775,400	249,884	1,025,284
2018	Jenison Fieldhouse Renovations	Miller - Davis Company	846,981	144,059	991,040
2018	Bath Schools Concrete	The Christman Company	488,000	137,423	625,423
2018	Wilson Talent Center	Ingham Intermediate	1,476,000	90,469	1,566,469
2018	MSU Cook Hall	The Christman Company	563,877	125,208	689,085
2018	Ingham County Animal Shelter	Granger Construction Company	755,406	36,783	792,189
2018	NHBP Community Greenhouse	Nottawaseppi Huron Band of Potawatomi	1,142,811	(11,057)	1,131,754
2018	MSU COL Elevators 1 & 2	Michigan State University	523,459	0	523,459
2018	IHM Multi Purpose Building	Immac. Heart of Mary Church	1,437,546	85,606	1,523,152
2018	Martin Luther HS Conversion	Martin Luther High School	767,870	(5,493)	761,377
2018	MI Law Enforcement Memorial	State of Michigan	1,065,000	0	1,065,000
2018	Owosso Elementary Concrete	Clark Construction	435,800	136,931	572,731
2018	F/K Porte Cochere & Vestibule	Firekeepers Casino	2,724,624	228,071	2,952,695
2017	ELM Water Standby Power System	E.L. Meridian Water/Sewer Auth	608,033		608,033
2017	Origami Campus Improvements	Origami Brain Injury Rehab Cnt	1,030,400	114,595	1,144,995
2017	Kent ISD - HVAC	Kent Intermediate School Dist.	592,000	45,598	637,598
2017	Fairview Schools Concrete	The Christman Company	680,000	439	680,439
2017	SOM Hannah/Ottawa Restrooms	State of Michigan	4,203,500	587,085	4,790,585
2017	JKL Classroom Addition	Sault Tribe of Chippewa Indians	3,500,000	893,000	4,393,000
2017	Sparrow Urgent Care Mich. Ave.	Sparrow Health Systems	1,196,256	111,928	1,308,184
2017	MSU Fee Hall Exhaust System	Michigan State University	447,140	1,994	449,134
2017	CE - Adrian Empl. Parking Lot	Consumers Energy - Jackson	1,987,238	832,132	2,819,369
2017	JKL Middle School FFE PO180063	JKL Public School Academy	427,927	3,376	431,303
2017	Consumers Energy Hart Road	Consumers Energy - Jackson	1,228,000	136,342	1,364,342



PO BOX 316
NEW POLICE ILL
MI 48864

June 28, 2022

RE: Moore – Trospen Construction Co.; WC5001129
4224 Keller Rd
Holt, MI 48842

To whom it may concern:

The insured's Experience Mod history from the Grand River deviated mod for the last three years is:

22/23 Term: .49
21/22 Term: .36
20/21 Term: .36

Current term effective 07/01/2022 to 07/01/2023

Sincerely,

Kristy McKay, CIC, AU, AIS, AINS Account Executive
Grand River Insurance

GENERAL (231) 421-5879

CLAIMS (517) 925-1643

SUPPORT@GRANDRIVERINSURANCE.COM

Criteria 26:

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project can be provided upon start of the project. All field personnel are union laborers, carpenters and cement finishers.


Moore Trosper
Construction Company

4224 Keller Rd, Box 217,
Holt, MI 48842
Office: 517-694-6310
Fax: 517-694-1173

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In all matters involving staff members of Moore Trosper Construction Company or applicants for employment, the Company shall take no action nor deny any benefit based upon discrimination with respect to race, color, religion, age, sex, height, weight, marital status, national origin, handicapped or disabled veteran status, or misdemeanor arrest record.

Brian M. Moore
President



Brian Moore, President

SEP. 24, 2013
Date

Theron E. Moore
President

C:\Misc\HumanResources\Policies releases\equalemploy.doc



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: November 29, 2022
SUBJECT: Award the Loomis Park Playground Project Phase 2 Contract to R.W. Mercer of Jackson, Michigan in the amount of \$190,605.00.

Recommendation:

Award the Loomis Park Playground Project Phase 2 Contract to R.W. Mercer of Jackson, Michigan in the amount of \$190,605.00

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Loomis Park Playground Project.

We recommend approval of the contract to R.W. Mercer of Jackson, Michigan and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries

DATE: November 29, 2022

RECOMMENDATION: Award the Loomis Park Playground Project Phase 2 Contract to R.W. Mercer of Jackson, Michigan in the amount of \$190,605.

SUMMARY

Award the Loomis Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of \$190,605.

BUDGETARY CONSIDERATIONS

Funding for this project is broken down into the following areas;

- CDBG-CV Funding \$190,605.

HISTORY, BACKGROUND and DISCUSSION

The Loomis Park Leather and Associates Wood Playground was originally built and fundraised by the Loomis Park Playground Project Committee in the year 2000. The playground has provided a great place for kids to play for 22 years. In the fall of 2022 we started Phase One of the Loomis Park Playground and will be finished early summer 2023.

DISCUSSION OF THE ISSUE

Over the last several years we have had to remove several elements from the Space Rocket to wood fencing and walls to help open the park largely due to a high amount of vandalism and some crime. The attached pictures can help show the wear and tear of the playground equipment and pavilion. Splinters, rotted wood and inability to replace playground products have caused high maintenance costs. The playground's original concept was great at the time but it's created a playground area that has hiding places and for safety reasons staff and police can't see through the park. This current design allows for open play, level ground, new pavilion, lights, new playground equipment and walking areas. The new plan will create diverse opportunities and a safe recreational experience for all. A new playground is easier and faster to order equipment replacement and handle the vandalism. All equals into more opportunity for the community and savings on maintenance time and safety.

POSITIONS

Requested action is for Council to award the Loomis Park Playground Project Contract to R.W. Mercer of Jackson, Michigan in the amount of \$190,605.00.

SITE DATA

1. PROJECT INFORMATION
 PROJECT # 7-030000
 CITY OF JACKSON
 JACKSON, MISSISSIPPI
 ARCHITECT
 COVALLE ARCHITECTS
 JACKSON, MISSISSIPPI

SITE PLAN NOTES

1. SOLIDERS AS NOTED
2. 2" TALL W/ WEDGE WALL SET BACKING PLAN FOR DETAIL
3. FINISH: SEE ARCHITECTURE
4. FINISH: SEE ARCHITECTURE
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19. FINISH: SEE ARCHITECTURE
20. FINISH: SEE ARCHITECTURE

GENERAL NOTES

1. EXISTING AND PROPOSED CURB CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF JACKSON STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
2. ALL CURB SHALL BE CONSTRUCTED TO THE FINISH OF THE CURB AND SHALL BE SET TO THE FINISH OF THE ADJACENT SIDEWALK OR DRIVEWAY.
3. ALL CURB SHALL BE CONSTRUCTED TO THE FINISH OF THE CURB AND SHALL BE SET TO THE FINISH OF THE ADJACENT SIDEWALK OR DRIVEWAY.
4. CURB SHALL BE CONSTRUCTED TO THE FINISH OF THE CURB AND SHALL BE SET TO THE FINISH OF THE ADJACENT SIDEWALK OR DRIVEWAY.

LEGEND

CONCRETE FINISH AND SIDEWALK
 SEE DETAIL THIS SHEET
 ADD ALTERNATE FINISH TO PLACE
 SEE DETAIL THIS SHEET
 ADD ALTERNATE FINISH TO PLACE
 SEE DETAIL THIS SHEET
 LIGHT POLE SET LIGHTING PLAN
 SEE DETAIL THIS SHEET

CONCRETE SECTION

1. TYPICAL, NOTED FINISHED ELEVATION AND WALKWAY FINISH PROFILES
 2. CONCRETE FINISH AND SIDEWALK
 3. FINISH: SEE ARCHITECTURE
 4. FINISH: SEE ARCHITECTURE
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A1' FLAT CURB W/ POURED IN PLACE SURFACE

1. TYPICAL, NOTED FINISHED ELEVATION AND WALKWAY FINISH PROFILES
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CONC. PAD FOR PAVILION

1. TYPICAL, NOTED FINISHED ELEVATION AND WALKWAY FINISH PROFILES
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A2' FLAT CURB

1. TYPICAL, NOTED FINISHED ELEVATION AND WALKWAY FINISH PROFILES
 2. CONCRETE FINISH AND SIDEWALK
 3. FINISH: SEE ARCHITECTURE
 4. FINISH: SEE ARCHITECTURE
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811

ALL UTILITIES ARE SHOWN BASED ON APPROVED UTILITY LOCATIONS. THESE UTILITIES ARE NOT TO BE DELETED OR MOVED WITHOUT THE CITY OF JACKSON'S APPROVAL. THE CITY OF JACKSON IS NOT RESPONSIBLE FOR THE ACCURACY OF THESE UTILITIES.

SHEET NUMBER C2.0	JOB NUMBER 2189003	DATE 2/9/2022	SHEET TITLE SITE LAYOUT		PROJECT BOOS CENTER SITE UPGRADES	CURB COVALLE ARCHITECTS	ISSUED FOR: 1. OWNER REVIEW 2. BIDS 3. CONSTRUCTION DOCUMENTS 4. BIDS	DATE 11/15/2021 1/23/2021 3/11/2022 02-09-2022	BY [Signature]	APPROVED FOR THE CITY OF JACKSON [Signature]	811 Call before you dig	ALL UTILITIES ARE SHOWN BASED ON APPROVED UTILITY LOCATIONS. THESE UTILITIES ARE NOT TO BE DELETED OR MOVED WITHOUT THE CITY OF JACKSON'S APPROVAL. THE CITY OF JACKSON IS NOT RESPONSIBLE FOR THE ACCURACY OF THESE UTILITIES.	PLANS PROVIDED BY: 811
			PROJECT INFORMATION BOOS CENTER SITE UPGRADES										
			ARCHITECT COVALLE ARCHITECTS										
			ENGINEER COVALLE ARCHITECTS										

BID SHEET

DATE:

PROPOSAL FOR: CDBG-CV FUNDED - BOOS CENTER - EAST SITE UPGRADES

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____

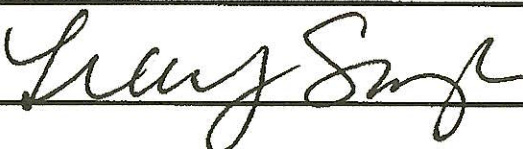
SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

DESCRIPTION	TOTAL COST
ALL WORK ASSOCIATED WITH LISTED BID ALTERNATE A ON THE ATTACHED PLAN SETS	\$190,605.00
TOTAL BID WRITTEN OUT: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">One Hundred Ninety Thousand Six Hundred Five</div>	

Submitted Bid:	\$190,605.00
-----------------------	---------------------

Labor Costs:	\$76,243.00
Materials Costs:	\$85,772.00
Equipment Costs:	\$28,590.00
Possible Change Orders:	N/A

Bidder's Name:	R.W. Mercer Company	
Address:	2322 Brooklyn Road	
City, State, Zip:	Jackson, MI 49203	
Telephone:	(517) 787-2960	
Fax:	(517) 787-1960	
Email Address:	tracy@rwmerc.com	
Federal ID Number:	38-2120488	
Bid Signed By:		Print or Type
Title:	Vice President	

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

By _____ Its Vice President _____

American Institute of Architects

AIA Document A310

Bid Bond

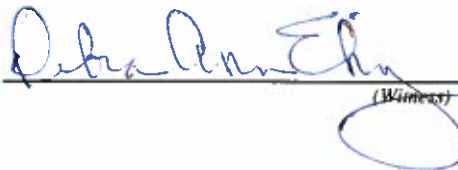
KNOW ALL MEN BY THESE PRESENTS, that we, R.W. Mercer Company, as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company, duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jackson, as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the Amount Bid (5 % of the Bid Amount), 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: **Boos Center - Site Work, Concrete and Site Lighting Phase**

Bid Date: November 17, 2022

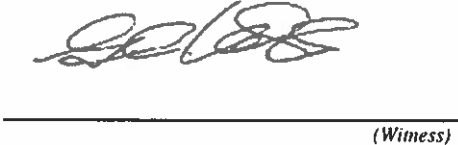
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials 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 17th day of November, A.D. 2022.


(Witness)

R.W. Mercer Company
(Principal)

VP-Finance
(Title)


(Witness)

Nationwide Mutual Insurance Company
(Surety)


James S. Kurowski Attorney -in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

GAIL A KUROWSKI, JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary, provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of November, 2022

Assistant Secretary

CHECKLIST FOR BID SUBMITTAL

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

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

 CONTRACTOR MUST HAVE FIVE (5) YEARS OF COMMERCIAL CONSTRUCTION EXPERIENCE.

PROPOSAL

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

Date: 11/17/2022

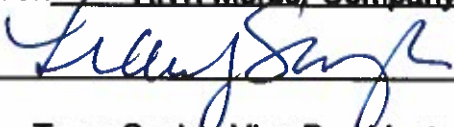
In compliance with your invitation for bids dated November 3, 2022 to perform CDBG-CV FUNDED - BOOS CENTER - EAST SITE UPGRADES

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 R.W. Mercer Company
organized and existing under the laws of the State of Michigan
with offices at 2322 Brooklyn 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 - 2120488

(Corporate Seal, if applicable) Name of Bidder: R.W. Mercer Company
Signed By: 
Its: Tracy Saylor, Vice President

BID SHEET

DATE:

PROPOSAL FOR: CDBG-CV FUNDED - BOOS CENTER - EAST SITE UPGRADES

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____

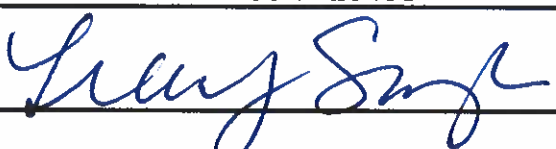
SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

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ALL WORK ASSOCIATED WITH LISTED BID ALTERNATE A ON THE ATTACHED PLAN SETS	\$190,605.00
TOTAL BID WRITTEN OUT: One Hundred Ninety Thousand Six Hundred Five	

Submitted Bid:	\$190,605.00
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Labor Costs:	\$76,243.00
Materials Costs:	\$85,772.00
Equipment Costs:	\$28,590.00
Possible Change Orders:	N/A

Bidder's Name:	R.W. Mercer Company
Address:	2322 Brooklyn Road
City, State, Zip:	Jackson, MI 49203
Telephone:	(517) 787-2960
Fax:	(517) 787-1960
Email Address:	tracy@rwmerc.com
Federal ID Number:	38-2120488
Bid Signed By:	 Print or Type
Title:	Vice President

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

By _____ Its _____ Vice President _____

CONTRACT COMPLIANCE

DATE: November 3, 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

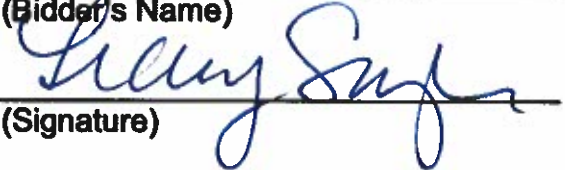
R.W. Mercer Company certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation,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

In connection with this commitment R.W. Mercer Company 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: 3/23/2022

By: R.W. Mercer Company
(Bidder's Name)

By: 
(Signature)

By: Tracy Saylor, Vice President
(Title)

2322 Brooklyn Road
Address

Jackson
City

Michigan 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

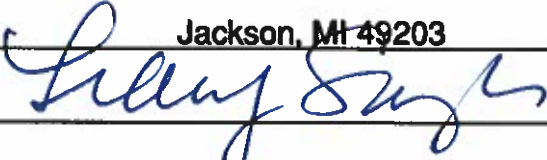
The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical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

ADDRESS: 2322 Brooklyn Road
Jackson, MI 49203

SIGNED BY: 

TITLE: Vice President

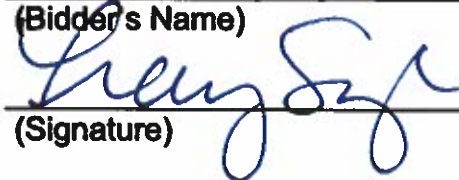
DATE: 3/23/2022

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 11/15/2022

By: Tracy Saylor
(Bidder's Name)

By: 
(Signature)

By: Vice President
(Title)

2322 Brooklyn Road
Address

Jackson
City

Michigan 49203
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

ss

COUNTY OF Jackson)

Tracy Saylor, being first duly sworn, deposed and says that:

- 1. He is Vice President of, R.W. Mercer Company 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: 3/23/2022

By: R.W. Mercer Company

(Company)

By: *Tracy Saylor*

(Title)

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

[Signature]

Notary Public, Jackson County, My commission expires: 12-30-2027



**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

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

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

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

Dated 11/17/2022


Signature

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: R.W. Mercer Comapny
2. Established: Year 1960 Number of Employees 195
3. Type of organization: Individual Partnership Corporation Other
4. Former name(s) if any, and year(s) in business

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

5.1 Company Name: Lifeways
Address: 1200 N West Ave, Jackson, MI 49202
Phone: (517) 783-0962
Contact: Ric Scheele
Type of Work: Interior Remodel
Budget: \$5,000,000

5.2 Company Name: DPW - City of Jackson
Address: 521 Water Street, Jackson, MI 49203
Phone: (517) 788-4170
Contact: Tim Pickett
Type of Work: New Building - Office Space & Garage
Budget: \$4,500,000

5.3 Company Name: Martin Luther King Center - City of Jackson
Address: 1107 Adrian Street, Jackson, MI 49203
Phone: (517) 748-5363
Contact: Kelli Hoover
Type of Work: Interior Remodel
Budget: \$2,500,000

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

Signed  Name Tracy Saylor
Title Vice President Date 11/17/2022



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name Tracy Saylor	Company R.W. Mercer Company
Telephone (517) 787-2960	Email Address tracy@rwmerc.com

Contract or matter pending with the City:

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

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

Property address: _____

Property interest: _____

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

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

Additional information regarding any of the above:

None of the above apply.

Dated: November 17th, 2022

Hayden

Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 15th day of November, 2022.
By [Signature]

NICKOLE E JOHNSON
Notary Public, State of Michigan
County of Jackson
My Commission Expires 12-31-2027
Acting in the County of Jackson



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: 3/23/2022



Contractor Signature

Tracy Saylor

Printed Name

Vice President

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:	R.W. Mercer Company
ADDRESS:	2322 Brooklyn Road
CITY, STATE, ZIP:	Jackson, MI 49203
TELEPHONE:	(517) 787-2960
OFFICERS:	
President: Andy Mercer	Email Address: andy@rwmercerc.com
Vice President: Tracy Saylor	Email Address: tracy@rwmercerc.com
Secretary: Tobin Dunigan	Email Address: tdunigan@rwmercerc.com
Treasurer: Mike Schilling	Email Address: mschilling@rwmercerc.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 46+	
PARENT COMPANY NAME:	N/A
STREET ADDRESS:	N/A
CITY, STATE, ZIP CODE:	N/A
UNDER CURRENT MANAGEMENT SINCE (DATE):	N/A

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 1 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

CRITERIA 3:

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

Residential Contractor's License 2102177902

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

Electrical apprentice program - petroleum construction
Manufacturer training/certification - various
OSHA; CPR/First Aid, etc - yearly 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.

Confirmed

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.

Confirmed

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

Please refer to attached.

CRITERIA 10:

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

NONE

CRITERIA 11:

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

Name: Please refer to attached; insurance renewal in progress.	Walton Insurance Group
Type of Coverage:	General Liability, Auto, Worker's Comp
Telephone:	(517) 787 - 2600

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.

R.W. Mercer Co.'s workers are not classified as independent contractors. Any subcontracting firms employed by Mercer are considered independent contractors. Subcontractors are required by contract to comply with all federal, state and local laws with regard to its employees.

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.

Labor, material and equipment warranties should be defined in the plans and specifications for the project.

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.

Confirmed; provided the project we are bidding on specifies that it is a prevailing wage project and the applicable wage rates to be paid on that project are provided by the City.

CRITERIA 16:

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

Acknowledged

CRITERIA 17:

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

It is not possible to determine at this time what change orders would be necessary for a project that is not under contract.

CRITERIA 18:

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

Please refer to attached.

CRITERIA 19 (ATTACHMENT REQUIRED): Please see attachment to Criteria 18

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.

N/A

CRITERIA 21:

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

Confirmed

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.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 7 OF 13 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME R.W. Mercer Company

CRITERIA 23:

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

N/A

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

Yes

No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

Yes

No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

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:**

RW Mercer Company; Tracy Saylor, Vice President

Print Firm Name/Principal

Signature/Principal

11/9/22

Date

Criteria #6 – Evidence of Experience

In the last three years, we have completed two large general contracting projects for the City of Jackson, including the Department of Public Works and Martin Luther King Center. We also completed the construction of The 200 Apartment Complex in downtown Jackson last year.



Surety Bonding & Insurance Group
5100 Birch Point Dr.
Interlochen, MI 49643

Phone: 231-276-3201
Mobil: 517-256-2597
sigkurowski@msn.com

January 28, 2022

To Whom It May Concern:

Re: R. W. Mercer Company

For the past 18 years, our agency, along with Nationwide Mutual Insurance Company (Best Rating A+, U.S. Treasury rating: \$1 Billion+) have provided surety bonds for the captioned. Over the years, R.W. Mercer Company has distinguished itself as one of the premier contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, we have provided surety bonds in excess of \$15,000,000/ \$25,000,000 to the captioned. Subject to normal underwriting considerations, this letter shall offer you our assurances of bonding support along these lines. Should you need additional information, please free to call the undersigned.

Sincerely,

James S. Kurowski
President and Attorney in fact



We help build contractors

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
GAIL A KUROWSKI; JAMES S KUROWSKI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of January, 2022

[Handwritten signature of Laura B. Guy]

Assistant Secretary

MIOSHA/OSHA Citations - Criteria #9

Date	Job Location	Department	Violation Description/Classification	Penalty Amount	Corrective Action Taken
2017					
5/16/2017	Napoleon, MI	General Contracting	Aerial Work Platforms Fall protection Fixed and portable ladders Electrical installations (cords)	\$1,500 \$1,500 \$0 \$0	Abated on site Abated on site Corrected during inspection Corrected during inspection
5/18/2017	Vienna, OH	Petroleum Construction	No safety data sheets on site	\$0	Corrected during inspection
2018	None				
2019	None				
2020					
7/20/2020	Marshall, MI	General Contracting	No guard on portable grinder Workers exposed to material hazard of materials being attached to guardrail of Aerial Work Platform	\$1,000 \$0	Corrected during inspection Corrected during inspection
2021					
11/16/2021	Howell, MI	Petroleum Construction	Mini Excavator Annual Inspection Not on site	\$0	Zero fee citation; abated

Criteria #18 – Qualifications of Management and Supervisory Personnel

All of our project managers have over 20-30 years of experience in the industry, with the majority of them also holding a B.S. in Construction Management from Michigan State University. The City's Building Department can attest to the quality of our management and supervisory personnel.

Criteria #22

Below is a partial list of general construction/construction management/design/build projects currently under construction and completed (by volume).

Project	Description	Contract Amount	Completion Date
Jackson College, Jackson, MI	Construction Manager for the renovation of Whiting Hall and construction of new building addition; LEED Silver project	\$21,900,000	05/11
Jackson Public Schools Jackson, MI	Construction Manager for the JPS 2009 Bond Campaign	\$16,000,000	05/13
Jackson County ISD Jackson, MI	Construction Manager for the Renovations To Frost Elementary School	\$16,000,000	2023
Jackson College Jackson, MI	Construction Manager for the renovation of Bert Walker Hall	\$15,000,000	08/16
Napoleon Community Schools, Napoleon, MI	Construction Manager for 2012 bond campaign to renovate high school	\$13,000,000	09/14
The 200 Jackson, MI	Construction Manager for the construction of a new apartment complex in downtown Jackson.	\$11,800,000	10/20
Omnisource – Michigan Division, Jackson, MI	Construction Manager for new shredder operation and remodeling of existing facilities	\$10,800,000	06/05
Tru by Hilton Traverse City, MI	Construction Manager for the construction of a new hotel in Traverse City	\$9,700,000	2022
Hannah Hospitality East Lansing, MI	Construction Manager for new Residence Inn in East Lansing	\$9,500,000	09/15
Consumers Energy Jackson, MI	Renovation of Jackson Innovation Center	\$8,000,000	01/16
Jackson College Jackson, MI	Construction Manager for a 24-suite student dormitory; achieved LEED Gold Certification	\$6,680,000	07/09
Lifeways (Jackson Co.) Jackson, MI	Renovation of Existing Facility	\$5,500,000	2021
Anesthesia Business Cons. Jackson, MI	Renovation of 60,000 SF facility into new Corporate headquarters	\$4,900,000	09/06
City of Jackson Jackson, MI	Construction of new public works facility	\$4,600,000	06/20
Consumers Energy Jackson, MI	Renovation of Parnall First Floor	\$4,300,000	08/18

Project	Description	Contract Amount	Completion Date
Sealandaire Jackson, MI	Renovation of 20,000 SF existing facility	\$2,800,000	08/19
Llamasoft Ann Arbor, MI	Renovation of third floor of existing facility	\$2,600,000	02/20
Jackson Free Methodist Church Jackson, MI	Construction of new addition; renovation of the existing facility	\$2,500,000	01/20
Classic Turning Jackson, MI	Construction of new addition; renovation of existing facility	\$2,400,000	10/19
Beacon & Bridge Mt. Morris, MI	Construction of new convenience store with A & W; installation of new fueling system	\$2,400,000	5/19
Standard Bistro Ann Arbor, MI	Renovation of restaurant	\$2,100,000	03/18
Turtle Creek Casino Traverse City, MI	Construction of new convenience store/ Fueling facility	\$2,000,000	07/18
Toledo 76, Inc. Homer, MI	Construction of New Convenience Store/Fueling Facility	\$1,950,000	09/15
City of Jackson Jackson, MI	Renovation and addition to existing MLK Center	\$1,910,000	10/20
MB C-Stores, LLC Dowagiac, MI	Construction of New Convenience Store/ Fueling Facility	\$1,800,000	12/13
Kelly Fuels, Inc. Jackson, MI	Construction manager for the construction of a new strip mall facility	\$1,686,000	08/17
Save Time Clark Lake, MI	Construction of new 7,700 SF convenience store; bank and Subway	\$1,600,000	05/11
Pic Center Jackson, MI	Construction of new 6,100 SF medical office facility.	\$1,550,000	06/13
Grinnell Properties, LLC Jackson, MI	Design/Build construction of new medical office facility addition	\$1,500,000	01/17
Page Ave., LLC Michigan Center, MI	Design/build construction of new two-story medical office building	\$1,500,000	02/10



Criteria #24

May 11, 2022

To whom it may concern:

RE: R.W. Mercer Co.
Workers' Compensation

The following are workers' compensation intrastate experience modification factors by policy year:

5/1/22-23	.76
5/1/21-22	.73
5/1/20-21	.73

If you have any questions, please let us know.

Sincerely,

Kathy Corden

Kathy Corden
Account Manager

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

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

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

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

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

Price (25%)

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

Submitted Bid:	\$190,605.00
Labor Costs:	\$76,243.00
Materials Costs:	\$85,772.00
Equipment Costs:	\$28,590.00
Possible Change Orders:	No change orders are anticipated at this time.

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.

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 29th, 2022

SUBJECT: City owned property lease.

Recommendation: Approve a five year lease agreement between Jackson Area Soccer Club Inc. and the City of Jackson for the use of City owned Parcel N. 8-128100000 east three acres, at a cost of one dollar per year. Allow the City Attorney and City Manager to make minor modifications to the agreement as needed.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

November 29th, 2022

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: Council Meeting November 29rd, 2022

RECOMMENDATION: Approve a five year lease agreement between Jackson Area Soccer Club Inc and the City of Jackson for the use of City owned Parcel N. 8-128100000 east three acres, at a cost of one dollar per year. Allow the City Attorney and City Manager to make minor modifications to the agreement as needed.

SUMMARY

Jackson Area Soccer club Inc (JACS) has requested to use City owned Parcel N.8-128100000 for youth soccer practice and games. JACS agrees to assum maintenance of the property. Lease cost receommeded by Staff is \$1.00.

BUDGETARY CONSIDERATIONS

City of Jackson would save mowing cost of \$5,347.02.

Current rate \$127.31 per acre X 3 acres X 14 mowing's= \$5,347.02.

HISTORY, BACKGROUND and DISCUSSION

Jackson Area Soccer Club Inc. (JACS) is a local youth soccer organization that has practice and competition fields located on Jackson Public School property North of Northeast School. The City owns several acres of greenspace abutting to the West of JACS soccer field. For many years the City has mowed and maintained the greenspace. The City was approached by JACS with a request to use the multi-acre greenspace. In exchange for use of the field, JACS agrees to mow and maintain the field at no cost to the City. If JACS is able to expand the Soccer field more teams and additional soccer events could be added, which will attract families from within and outside the City of Jackson participate or attend. Many communities in Michigan have exceptional locations for Soccer. JCS hopes to make Jackson a desirable place to come and enjoy Soccer. A five year lease is being requested due to the financial inputs JACS will have making the field fit for play.

POSITIONS

ATTACHMENTS: Development agreement, map, mow cost sheet.

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into on _____, 2022, between the City of Jackson, a Michigan municipal corporation, 161 West Michigan Avenue, Jackson, Michigan 49201 ("Landlord"), and JACS Club Soccer Inc., commonly known as the Jackson Area Soccer Club ("JACS"), P.O. Box 1754, Jackson, Michigan 49204 ("Tenant") upon the terms and conditions listed below.

1. Premises

Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and subject to the conditions contained in this Lease, the east three acres of Parcel N. 8-128100000, more fully depicted and described in the attached Exhibit A labeled "leased property soccer field" (the "Premises").

2. Term and Termination

The effective date of this Agreement is the date first written above and shall continue for a five year period ending on November __, 2027. Thereafter, the Lease will automatically renew for successive one-year terms unless otherwise terminated by one of the parties. Either party may terminate this Agreement by serving on the other party a 30 day Notice of Termination. All notices shall be served by first class mail with postage prepaid and mailed to the address appearing above.

3. Use of Premises

Tenant shall have use of the Premises as a soccer field for its members. Use of the Premises is limited to soccer games or practices for JACS members and may not be used for any other purpose.

4. Use Charge

Tenant shall pay the City a use charge of One and no/100 Dollar (\$1.00) per year for use of the Premises.

5. Insurance

Tenant agrees to carry liability insurance naming the City of Jackson as additional insured.

6. Maintenance and Use of Premises

The maintenance of the Premises shall be the responsibility of the Tenant. The Tenant may level the property as needed to make it suitable for play. All mowing and weeding will be the responsibility of the Tenant. All expenses associated with leveling, mowing and maintaining the Premises shall be borne by the Tenant. Tenant may install a chain-link fence at its expense upon securing the requisite permit from Landlord. A temporary banner/signage with advertising may be installed on the interior of any fence that is permitted and erected, provided that the signage

faces the field of play and not Porter Street. Porta-Johns are permitted. Any proposed storage building larger than 200 square feet will require a City permit and site plan review/approval.

7. Compliance with Statutes, Ordinances, and Regulations

The Tenant agrees that it will comply with all rules, regulations, ordinances and statutes relating to or affecting the use of the Premises and agree to indemnify and save harmless the City for any costs, damages or penalties incurred by the City due to Tenant's non-compliance with such rules, regulations, instructions, ordinances or statutes.

8. Successor and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective parties only. This Agreement may not be assigned by the Tenant without the written permission of the City.

9. Tenant Indemnification

The Tenant agrees to defend, indemnify and hold harmless the City and its officials, agents, representatives or employees from claims, demands, suits, actions, payments, judgments, including expenses, legal or otherwise, and any liability which arises out of or pertains to the use of the Premises, resulting from the negligent actions or omissions by the Tenant, its officers, agents, representatives and/or employees.

10. Construction

This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan. It is agreed that the Agreement is a result of negotiations between the parties and, therefore, shall not be construed for or against either party.

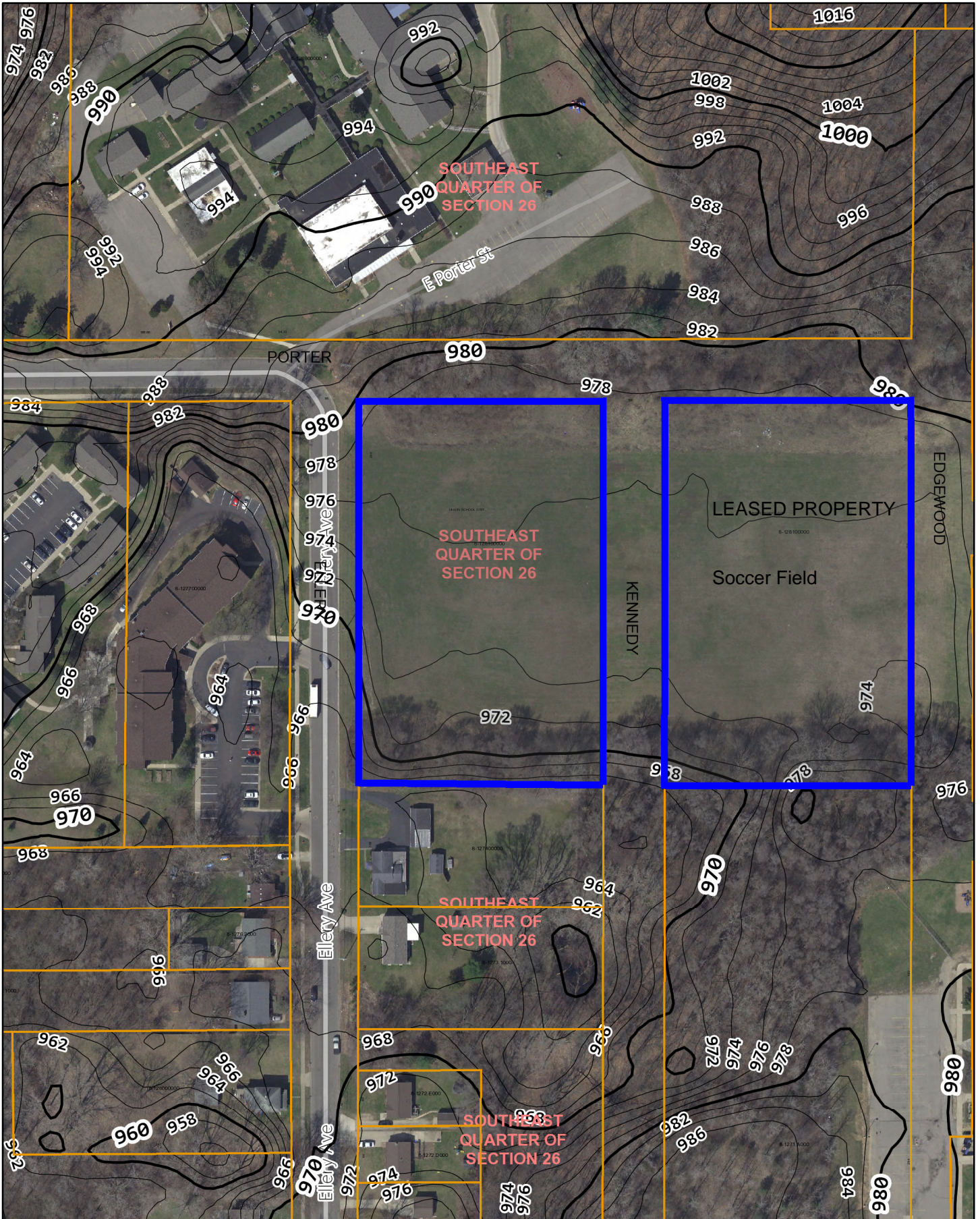
The parties have executed this Lease as of the date first above written.

The City of Jackson

By: _____
Jonathan Greene, City Manager

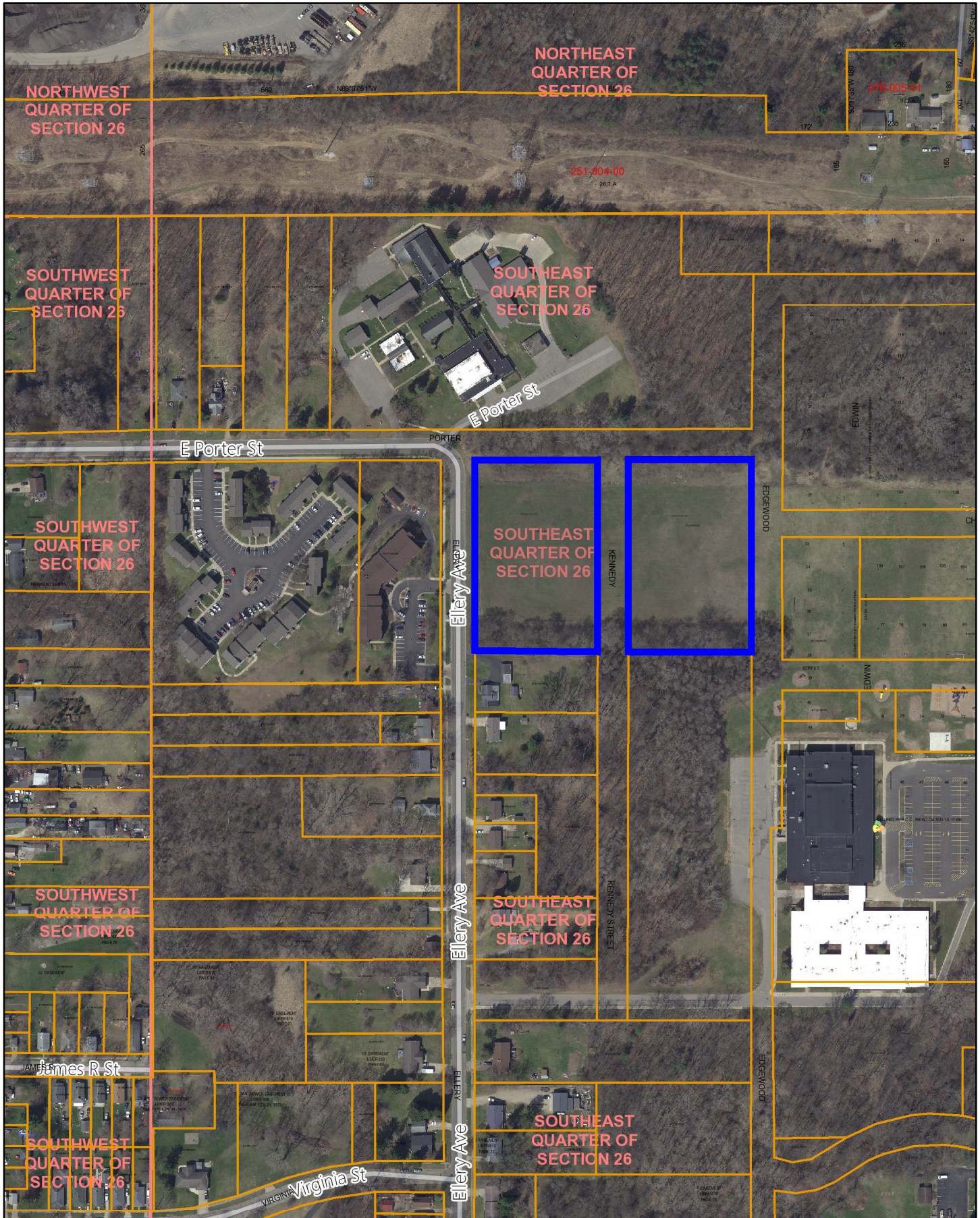
JACS Club Soccer Inc.

By: _____
Christopher Elliott, President



The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.





The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.



8-1281

211,050 sf/43560 = 4.8450 acres

4.8450 acres x 127.31 = 616.81

Date	Round #	Amount
4/29/22	1	\$616.81
5/13/22	2	\$616.81
5/26/22	3	\$616.81
6/10/22	4	\$616.81
6/23/22	5	\$616.81
7/7/22	6	\$616.81
7/21/22	7	\$616.81
8/4/22	8	\$616.81
8/19/22	9	\$616.81
9/1/22	10	\$616.81
9/15/22	11	\$616.81
9/29/22	12	\$616.81
10/13/22	13	\$616.81
10/27/22	14	Not back yet

2022 Mowing Season

\$8,018.53

