



## **AGENDA - CITY COUNCIL MEETING**

January 11, 2022

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by Fifth Ward Councilmember Karen Bunnell**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
6. **PUBLIC HEARINGS.**
7. **CITIZEN COMMENTS. (3-Minute Limit)**
8. **PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).**
  - A. **Financial Statements as of and For the 5 Months Ended November 30, 2021**
  - B. **Accept and Place on File the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021**
9. **CONSENT CALENDAR**
  - A. **Minutes of the Regular Meeting of December 7, 2021**  
*Approve the minutes of the regular City Council Meeting of December 7, 2021.*

**B. Environmental Commission Resignation**

*Approve the Mayor's recommendation to accept the resignation of Cole McEldowney from the Environmental Commission effectively immediately and to express gratitude to Mr. McEldowney for his service to the City of Jackson.*

**C. Approve a Revocable License for a Blade Sign at Jackson Candle Company at 218 S. Mechanic Street**

*Approve a Revocable License for Jackson Candle Company for the installation of a building mounted blade sign within the Mechanic Street public right-of-way at 218 S. Mechanic Street and authorize the Mayor and City Clerk to execute the appropriate document(s).*

**D. Confirmation, Appointment and Reappointment of Mayor and Council to Various Committees, Boards & Commissions**

*Approve and confirm the appointment and reappointment of the Mayor and City Councilmembers to various boards, commissions and committees.*

**10. OTHER BUSINESS.**

**11. NEW BUSINESS.**

**A. Approval of the Purchase of One 2023 Freightliner Chassis through D&K Truck Company in the amount of \$95,768.00 to be fitted with a Stellar Hooklift System Purchased and Installed through Truck and Trailer Specialties, Inc. in the amount of \$57,622.00 for a total of \$153,390.00 with a 10% Contingency Due to Ongoing Rise in Equipment Costs for a total Purchase Amount of \$168,729.00**

*Approve the purchase of one 2023 Freightliner Chassis through D&K Truck Company via MiDeal in the amount of \$95,768.00, to be fitted with a Stellar Hooklift System purchased and installed through Truck & Trailer Specialties, Inc. in the amount of \$57,622.00 for a total cost of \$153,390.00 with a 10% contingency added due to the ongoing rise in equipment costs for a total purchase amount of \$168,729.00.*

**B. JNET Interlocal Agreement**

*Approve and execute the JNET Interlocal Agreement and authorize the City Manager to sign on behalf of the City.*

**C. Approve the Sale of City Owned Properties Located at 225 N. Higby and 224 N. Durand**

*Approve the sale of City owned properties located at 225 N. Higby and 224 N. Durand to The Cooley Agency, d/b/a, The Parlour.*

**D. Consideration of First Reading for Adoption of the Revised City of Jackson Sewer Use Ordinance (SUO)**

*Adopt for first reading of the newly revised Sewer Use Ordinance (SUO).*

**E. Approval of the Purchase of One 2022 Ford F-550 XL C/C DRW Cab and Chassis to be Fitted with a Knapheide Service Body and a VanAir Air Compressor for a Total Purchase Amount of \$103,176.00**

*Approve the purchase of one 2022 Ford F-550 XL Crew Cab DRW Cab and Chassis through Gorno Ford, Government and Fleet Sales, via MiDeal, in the amount of \$39,525.00 to be fitted with a Knapheide Service Body and a VanAir Air Compressor purchased and installed through Automotive Service Company in the amount of \$54,271.00 for a total of \$93,796.00 with a 10% contingency due to the ongoing rise in equipment costs for a total purchase amount of \$103,176.00.*

**F. Approve the Sale of City Owned Property Located at 211 S. Elm Avenue for \$9,000**

*Approve the sale of City owned property located at 211 S. Elm Avenue, to Brittany Ramirez for \$9,000. Authorize the City Manager to sign all documents associated with the Property Transfer and to make minor modifications.*

**G. Approve the Second Amendment to the Development Agreement dated March 20, 2020 between the City of Jackson and New Generation Meds, L.L.C., authorize the City Manager to execute the Second Amendment, and authorize the City Attorney's Office to make minor changes if necessary.**

*Approve the second amendment to the Development Agreement dated March 20, 2020 between the City of Jackson and New Generations Meds, L.L.C., authorize the City Manager to execute the amendment, and authorize the City Attorney's Office to make minor changes if necessary.*

**H. Approval of the Deficit Elimination Plan Resolution as of June 30, 2021 for the Special Assessment Capital Project Fund**

*Approval of the Deficit Elimination Plan Resolution for the Special Assessment Capital Project Fund Deficit as of June 30, 2021.*

**I. Traffic Control Order 2370- Eaton Street, Hallett Street to Dead End**

*Approval of Traffic Control Order 2370 to install Blind Child Area sign on Eaton Street, between Hallett Street and Dead End*

**J. Approve Design and Planning for Building and Site Upgrades to Fire Station #2**

*Approve contracting with Covalle Group Architects for the design and planning of site improvements to the existing Jackson Fire Station #2 located at 1906 Milwaukee Street, at a cost not to exceed \$40,500, where the funds would come from the City's American Rescue Plan Act funds.*

**12. CITY COUNCILMEMBER'S COMMENTS.**

**13. MANAGER'S COMMENTS.**

**14. ADJOURNMENT.**



# City of Jackson, Michigan Financial Statements

As of and For the 5 Months Ended November 30, 2021

*Preliminary/Unaudited*

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**City of Jackson, Michigan**  
**General Fund Expenditure Summary**  
**As of and For the 5 Months Ended November 30, 2021**  
**( Prepared on the Adopted Budget-Basis )**  
*Preliminary/Unaudited*

Function Department	2021/22 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>General Government :</u></b>						
101-101 City Council	113,060	113,060	7,116	34,434	30.46%	78,626
101-103 Charter Review Committee	2,500	2,500	0	0	0.00%	2,500
101-172 City Manager	433,880	433,880	38,394	153,161	35.30%	280,719
101-191 Finance	465,541	465,541	35,316	143,190	30.76%	322,351
101-215 City Clerk	306,669	306,669	22,762	92,346	30.11%	214,323
101-228 Management Info. Services	360,819	360,819	53,279	133,542	37.01%	227,277
101-233 Purchasing	123,257	123,257	4,169	31,170	25.29%	92,087
101-253 City Treasurer	398,079	398,079	28,606	116,003	29.14%	282,076
101-254 City Income Tax	215,172	215,172	9,926	39,984	18.58%	175,188
101-257 City Assessor	423,890	423,890	30,855	127,177	30.00%	296,713
101-262 City Clerk-Elections	136,800	136,800	3,303	26,995	19.73%	109,805
101-265 City Hall & Grounds	419,346	419,346	20,197	86,671	20.67%	332,675
101-266 City Attorney	624,627	624,627	49,344	195,171	31.25%	429,456
101-270 Personnel	285,272	285,272	10,777	43,426	15.22%	241,846
101-278 Unallocated	800,750	800,750	70,190	203,163	25.37%	597,587
	<b>5,109,662</b>	<b>5,109,662</b>	<b>384,234</b>	<b>1,426,433</b>	<b>27.92%</b>	<b>3,683,229</b>
<b><u>Judicial:</u></b>						
101-299 Admin. Hearings Bureau	186,160	186,160	9,323	34,933	18.77%	151,227
	<b>186,160</b>	<b>186,160</b>	<b>9,323</b>	<b>34,933</b>	<b>18.77%</b>	<b>151,227</b>
<b><u>Public Safety:</u></b>						
101-301 Police	10,730,184	10,730,184	729,724	3,057,849	28.50%	7,672,335
101-311 OHSP Grant - Seatbelts	12,806	12,806	0	778	6.08%	12,028
101-320 Consortium Training	27,500	27,500	0	14,100	51.27%	13,400
101-321 In Service Training	7,000	7,000	0	0	0.00%	7,000
101-340 Fire Suppression	5,195,936	5,370,027	371,834	1,564,119	29.13%	3,805,908
101-350 Public Safety - Unallocated	2,011,296	2,011,296	172,130	685,662	34.09%	1,325,634
	<b>17,984,722</b>	<b>18,158,813</b>	<b>1,273,688</b>	<b>5,322,508</b>	<b>29.31%</b>	<b>12,836,305</b>
<b><u>Public Works :</u></b>						
101-442 Forestry	588,607	588,607	37,137	165,200	28.07%	423,407
101-444 Sidewalk Construction	43,065	43,065	414	19,053	44.24%	24,012
101-445 Drains at Large	85,043	85,043	2,081	11,339	13.33%	73,704
101-450 Street Lighting	576,110	576,110	47,121	135,400	23.50%	440,710
101-455 Weed Control	103,743	103,743	9,875	38,163	36.79%	65,580
101-465 Grounds Maintenance	456,970	456,970	37,401	107,585	23.54%	349,385
101-567 Cemeteries	309,234	309,234	41,848	140,983	45.59%	168,251
101-571 Tax Property Maintenance	238,246	238,246	78,144	159,766	67.06%	78,480
101-572 Civic Affairs	83,703	83,703	23,498	42,683	50.99%	41,020
	<b>2,484,721</b>	<b>2,484,721</b>	<b>277,519</b>	<b>820,172</b>	<b>33.01%</b>	<b>1,664,549</b>
<b><u>Community &amp; Economic Development:</u></b>						
101-701 Planning	224,224	224,224	24,160	80,424	35.87%	143,800
101-728 Economic Development	111,000	111,000	13,570	27,017	24.34%	83,983
	<b>335,224</b>	<b>335,224</b>	<b>37,730</b>	<b>107,441</b>	<b>32.05%</b>	<b>227,783</b>

( Continued - )

**City of Jackson, Michigan**  
**General Fund Expenditure Summary**  
**As of and For the 5 Months Ended November 30, 2021**  
**( Prepared on the Adopted Budget-Basis )**

- Continued -

Function Department	2021/22 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>Recreation &amp; Culture :</u></b>						
101-752 Parks, Rec. & Grnds. Admin.	292,640	292,640	28,619	101,859	34.81%	190,781
101-758 Lt. Nixon Memorial Pool	65,857	65,857	1,146	14,902	22.63%	50,955
101-771 Parks & Facilities Maintenance	696,158	696,158	80,814	232,105	33.34%	464,053
101-803 Historical District	11,673	11,673	792	3,261	27.94%	8,412
101-806 Diversity, Equity & Inclusion	248,702	248,702	18,858	70,826	28.48%	177,876
	<b>1,315,030</b>	<b>1,315,030</b>	<b>130,229</b>	<b>422,953</b>	<b>32.16%</b>	<b>892,077</b>
<b><u>Contributions to Other Funds:</u></b>						
101-965 Contributions to Other Funds	<b>356,450</b>	<b>356,450</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>356,450</b>
<b>Total General Fund Expenditures</b>	<b>27,771,969</b>	<b>27,946,060</b>	<b>2,112,723</b>	<b>8,134,440</b>	<b>29.11%</b>	<b>19,811,620</b>
 <b><u>Funds Consolidated with the General Fund</u></b> <b><u>for Financial Reporting Purposes:</u></b>						
102 Budget Stabilization	<b>36,000</b>	<b>36,000</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>36,000</b>

**City of Jackson**  
**All Other Funds - Expenditure Summary**  
**As of and For the 5 Months Ended November 30, 2021**  
**( Prepared on the Adopted Budget-Basis )**

- Continued -

Fund Type/Fund Name	2021/22 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>Permanent Funds :</u></b>						
151 Cemetery Perpetual Maint.	45,500	45,500	0	0	0.00%	45,500
155 Ella W. Sharp Endowment	24,000	24,000	0	0	0.00%	24,000
160 Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	7,000
<b><u>Special Revenue Funds :</u></b>						
202 Major Street	10,331,120	11,420,293	868,990	2,549,468	22.32%	8,870,825
203 Local Street	2,617,710	2,780,308	300,059	1,064,610	38.29%	1,715,698
208 Ella W. Sharp Park Operating	843,732	843,732	64,141	422,705	50.10%	421,027
245 Public Improvement	1,114,965	1,114,965	18,767	183,391	16.45%	931,574
246 Cortland St. Redev. Project	34,560	34,560	3,765	7,675	22.21%	26,885
249 Building Department	722,358	722,358	32,759	167,678	23.21%	554,680
251 Housing Code Enforcement	1,181,712	1,181,712	53,923	306,427	25.93%	875,285
252 Building Demolitions	61,780	61,780	0	66,124	107.03%	(4,344) <b>Note 2</b>
265 Drug Law Enforcement	17,968	17,968	1,389	7,626	42.44%	10,342
272 SAFER Grant	0	479,544	0	0	0.00%	479,544
273 Project Safe Neighborhoods	0	111,565	5,709	19,461	17.44%	92,104
275 Byrne/JAG Grant	0	47,998	0	3,015	6.28%	44,983
278 CESF Program	0	0	5,362	5,362	N/A	(5,362) <b>Note 2</b>
279 American Rescue Plan Act	1,882,250	1,882,250	10,305	26,618	1.41%	1,855,632
296 Recreation Activity	187,093	187,093	11,399	47,257	25.26%	139,836
297 Recreation Millage Program	645,424	645,424	47,514	247,895	38.41%	397,529
<b><u>Debt Service Funds :</u></b>						
308 2020 Capital Improvement D/S	223,533	223,533	18,767	18,767	8.40%	204,766
352 2017 Mich. Trans. Fund D/S	761,350	761,350	80,675	80,675	10.60%	680,675
367 2021 City Hall Refunding D/S	734,840	734,840	0	26,150	3.56%	708,690
385 2016 Capital Improvement D/S	143,275	143,275	0	137,645	96.07%	5,630
386 2018 Capital Improvement D/S	1,443,000	1,443,000	308,750	308,750	21.40%	1,134,250
389 2017 BRA TIF Refunding D/S	415,704	415,704	110,352	110,352	26.55%	305,352
391 2021 BRA TIF Refunding D/S	758,700	758,700	52,466	52,466	6.92%	706,234
394 2001 DDA TIF D/S	2,597,987	2,597,987	0	0	0.00%	2,597,987
395 2019 DDA TIF Refunding D/S	205,630	205,630	85,315	85,315	41.49%	120,315
<b><u>Capital Projects Funds :</u></b>						
401 Capital Projects	0	0	0	6,000	N/A	(6,000) <b>Note 2</b>
402 Water Equip. and Replacem.	4,995,759	4,995,759	477,357	1,421,488	28.45%	3,574,271
403 Lead Service Line Replacement	845,246	845,246	0	1,910	0.23%	843,336
404 Sanitary Sewer Maint.	391,202	391,202	14,810	111,247	28.44%	279,955
405 Sanitary Sewer Replacement	3,214,299	3,214,299	65,383	858,048	26.69%	2,356,251
406 Wastewater Equip. Replacem.	2,062,083	2,062,083	97,411	554,114	26.87%	1,507,969
408 2020 Capital Imp. Bonds Const.	0	0	0	873	N/A	(873) <b>Note 2</b>
489 Brownfield Redevelopmt. Auth.	1,298,540	1,298,540	164,599	179,499	13.82%	1,119,041
494 DDA Project	2,805,617	2,805,617	85,315	85,315	3.04%	2,720,302

( Continued - )

**City of Jackson**  
**All Other Funds - Expenditure Summary**  
**As of and For the 5 Months Ended November 30, 2021**  
**( Prepared on the Adopted Budget-Basis )**

- Continued -

Fund Type/Fund Name	2021/22 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>Enterprise Funds :</u></b>						
514 Auto Parking System	252,247	252,247	4,535	4,756	1.89%	247,491
518 Parking Assessment	280,808	280,808	21,472	60,789	21.65%	220,019
519 Cooper/Francis Parking Deck	283,836	283,836	2,690	10,435	3.68%	273,401
590 Sewer	8,776,495	8,776,495	457,566	2,378,141	27.10%	6,398,354
591 Water	13,542,689	13,542,689	664,170	3,380,565	24.96%	10,162,124
<b><u>Internal Service Funds :</u></b>						
641 Public Works Administration	413,922	413,922	37,232	146,737	35.45%	267,185
642 Engineering Administration	266,064	266,064	16,535	92,581	34.80%	173,483
643 Local Site Remed. Revolving	0	0	0	0	N/A	0
661 Motor Pool and Garage	1,333,779	1,333,779	62,852	293,432	22.00%	1,040,347
663 Equipment Revolving	0	0	0	0	N/A	0
676 Workers' Compensation	171,243	171,243	2,359	102,978	60.14%	68,265
677 Self-Insured Health Care	4,791,500	4,791,500	400,781	1,874,314	39.12%	2,917,186
<b><u>Trust &amp; Agency Funds :</u></b>						
703 County & School Tax Collection	48,000	48,000	0	0	0.00%	48,000
731 Employees' Retirement System	4,175,000	4,175,000	351,182	1,662,772	39.83%	2,512,228
732 Policemen's/Firemen's Pension	663,540	663,540	53,284	253,353	38.18%	410,187
734 Police./Fire. Pension-345	7,640,000	7,640,000	500,380	2,142,106	28.04%	5,497,894
736 Public Employee Health Care	15,000	15,000	0	2,250	15.00%	12,750
<b><u>Special Assessment Funds :</u></b>						
852 2020 Special Assessment D/S	157,420	157,420	0	147,220	93.52%	10,200
895 Special Assessment	1,084,586	1,084,586	(97,008)	325,940	30.05%	758,646

**City of Jackson**  
**All Funds - Revenue Summary**  
**As of and For the 5 Months Ended November 30, 2021**  
**( Prepared on the Adopted Budget-Basis )**

Fund/Fund Name	2021/22 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<b><u>General Fund :</u></b>						
Property Taxes	10,411,253	10,411,253	196,488	9,035,987	86.79%	
Income Taxes	8,020,000	8,020,000	730,666	4,625,162	57.67%	
Licenses & Permits	241,325	241,325	92,600	100,161	41.50%	
Federal Grants	15,614	189,705	0	2,408	1.27%	
State Grants	6,110	6,110	0	1,527	24.99%	
State Revenue Sharing	4,789,762	4,789,762	0	940,076	19.63%	
Charges For Goods & Services	1,213,759	1,213,759	17,540	128,905	10.62%	
Fines & Forfeits	252,150	252,150	53,722	208,768	82.80%	
Investment Income	155,000	155,000	4,230	33,820	21.82%	
Contributions From Other Funds	2,036,750	2,036,750	1,967	8,494	0.42%	
Contributions From Local Units	12,500	12,500	0	90	0.72%	
Miscellaneous	186,430	186,430	16,327	407,573	218.62%	
Total General Fund Revenues	27,340,653	27,514,744	1,113,540	15,492,971	56.31%	
<b><u>Funds Consolidated with the General Fund</u></b>						
<b><u>for Financial Reporting Purposes:</u></b>						
<b>102</b>	<b>Budget Stabilization</b>	<b>36,000</b>	<b>36,000</b>	<b>7</b>	<b>36</b>	<b>0.10%</b>
<b><u>Permanent Funds :</u></b>						
151	Cemetery Perpetual Maint.	78,346	783	5,650	16,539	2112.26%
155	Ella W. Sharp Endowment	24,000	24,000	0	0	0.00%
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%
<b><u>Special Revenue Funds :</u></b>						
202	Major Street	86,778	8,677,834	187,891	1,664,395	19.18%
203	Local Street	2,506,088	2,506,088	76,447	555,075	22.15%
208	Ella W. Sharp Park Operating	844,600	844,600	23,049	320,996	38.01%
245	Public Improvement	1,181,500	1,181,500	22,776	1,035,114	87.61%
246	Cortland St. Redev. Project	0	0	34	169	N/A
249	Building Department	494,500	494,500	55,555	259,632	52.50%
251	Housing Code Enforcement	1,168,000	1,168,000	71,826	381,051	32.62%
252	Building Demolitions	1,500	1,500	57	56,283	3752.20%
265	Drug Law Enforcement	15,600	15,600	2,033	2,783	17.84%
273	Project Safe Neighborhood	111,565	111,565	5,709	19,461	17.44%
275	Byrne/JAG Grant	0	47,998	0	3,015	N/A
279	American Rescue Plan Act	16,017,651	16,017,651	0	15,722,413	98.16%
296	Recreation Activity	216,800	216,800	9,923	53,712	24.77%
297	Recreation Millage Program	645,500	645,500	66	417	0.06%
<b><u>Debt Service Funds :</u></b>						
308	2020 Capital Improvement D/S	223,533	223,533	18,767	18,767	8.40%
352	2017 Mich. Trans. Fund D/S	761,350	761,350	80,675	80,675	10.60%
367	2021 City Hall Refunding D/S	680,600	680,600	558,661	613,732	90.18%
385	2016 Capital Improvement D/S	143,275	143,275	0	137,645	96.07%
386	2018 Capital Improvement D/S	1,443,000	1,443,000	0	0	0.00%

Note 2

Note 2

Note 2

(Continued-)

**City of Jackson**  
**All Funds - Revenue Summary**  
**As of and For the 5 Months Ended November 30, 2021**  
**( Prepared on the Adopted Budget-Basis )**

- Continued -

Fund/Fund Name	2021/22 Budget		Actual Month To Date	Actual Year To Date	Percent Collected		
	Original	Amended					
<b><u>Debt Service Funds (Continued) :</u></b>							
389	2017 BRA TIF Refunding D/S	415,704	415,704	110,352	110,352	26.55%	
391	2021 BRA TIF Refunding D/S	758,700	758,700	52,466	52,466	6.92%	
394	2001 DDA TIF D/S	2,597,987	2,597,987	0	0	0.00%	
395	2019 DDA TIF Refunding D/S	205,630	205,630	85,315	85,315	41.49%	
<b><u>Capital Projects Funds :</u></b>							
401	Capital Projects	500	500	23	51	10.20%	
402	Water Equip. and Replacem.	3,269,754	3,269,754	273,086	1,364,490	41.73%	
403	Lead Service Line Replacement	845,246	845,246	30,326	151,531	17.93%	
404	Sanitary Sewer Maintenance	391,202	391,202	14,810	111,247	28.44%	
405	Sanitary Sewer Replacement	1,038,575	1,038,575	86,715	433,694	41.76%	
406	Wastewater Equip. Replacem.	1,461,450	1,461,450	121,969	609,424	41.70%	
408	2020 Capital Imp. Bonds Const.	0	0	3	12	N/A	<b>Note 2</b>
489	Brownfield Redevelopmt. Auth.	1,340,180	1,340,180	472	2,185	0.16%	
494	DDA Project	3,320,256	3,320,256	160,407	165,428	4.98%	
<b><u>Enterprise Funds :</u></b>							
514	Auto Parking System	92,893	92,893	276	979	1.05%	
518	Parking Assessment	261,042	261,042	39,546	162,082	62.09%	
519	Cooper/Francis Parking Deck	16,150	16,150	1,816	4,629	28.66%	
590	Sewer	6,647,106	6,647,106	624,466	2,690,956	N/A	<b>Note 2</b>
591	Water	11,834,447	11,834,447	993,657	6,017,294	50.85%	
<b><u>Internal Service Funds :</u></b>							
641	Public Works Administration	366,886	366,886	25,371	177,177	48.29%	
642	Engineering Administration	266,714	266,714	20,066	113,310	42.48%	
643	Local Site Remed. Revolving	300	300	51	236	78.67%	
661	Motor Pool and Garage	1,135,484	1,135,484	84,087	465,483	40.99%	
664	Equipment Revolving	0	0	0	0	N/A	
676	Workers' Compensation	110,000	110,000	6,571	38,715	35.20%	
677	Self-Insured Health Care	5,242,500	5,242,500	398,052	2,100,186	40.06%	
<b><u>Trust &amp; Agency Funds :</u></b>							
703	County & School Tax Collection	48,000	48,000	215	1,461	3.04%	
731	Employees' Retirement System	5,920,961	5,920,961	(772,673)	704,934	11.91%	
732	Policemen's/Firemen's Pension	659,736	659,736	(30,325)	220,379	33.40%	
734	Police./Fire. Pension-345	9,819,831	9,819,831	(401,899)	3,732,213	38.01%	
736	Public Employees Health Care	200,000	200,000	42,197	142,172	71.09%	
<b><u>Special Assessment Funds :</u></b>							
852	2020 Special Assessment D/S	157,420	157,420	0	147,220	93.52%	
897	Special Assessment	777,166	777,166	(96,574)	180,608	23.24%	

**City of Jackson**  
**Notes to Revenue & Expenditure Summaries**  
**As of and For the 5 Months Ended November 30, 2021**  
**( Prepared on the Adopted Budget-Basis )**

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**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:** January 11, 2022  
**SUBJECT:** Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021

---

**Recommendation:**

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021.

Attached is a memo from Shane LaPorte, the Director of Neighborhood and Economic Operations, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021. Monthly expenses includes Personnel Salaries & Expenses, Administration Cost, City Attorney Expenses, Homeowner Emergency Hazards/Major Component Project Cost, CHDO Operating Cost, and CHDO Reserve Habitat for Humanity Deland Project Expense.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of Neighborhood and Economic Operations

**DATE:** January 11, 2022

**RECOMMENDATION:** To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021

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### SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending November 30, 2021.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- City Attorney Expenses
- Homeowner Emergency Hazards / Major Component Cost
  - ❖ 241 Rosedale Place – Roofing System
  - ❖ 242 Hill St.- Roofing System & Electrical
  - ❖ 948 Chittock St.- Roofing System, Boiler & Hot Water Heater
  - ❖ 1513 S. MLK Jr. Dr. – Roofing System
- CHDO Operating
- CHDO Reserve (Habitat for Humanity – Deland Project)

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021.

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ATTACHMENTS

**City of Jackson**  
**Community Development Block Grant**  
**Monthly Financial Summary**  
**For the Five Months Ended November 30, 2021**

	<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>
<b><u>Administration</u></b>							
1 Administration & Planning							
FY 2019/2020	78,000	78,000	-	-	78,000	-	100.0%
FY 2020/2021	100,000	90,491	-	8,965	99,456	544.00	99.5%
FY 2021/2022	125,000	-	10,401	36,753	36,753	88,247	29.4%
<b><u>Code Enforcement</u></b>							
2 City Attorney Office							
FY 2019/2020	28,700	24,538	-	4,162	28,700	-	100.0%
FY 2021/2022	20,000	-	1,967	4,332	4,332	15,668	21.7%
<b><u>Rehabilitation Projects</u></b>							
3 Rehabilitation Administration							
FY 2019/2020	46,450	46,450	-	-	46,450	-	100.0%
FY 2020/2021	97,696	65,877	524	25,040	90,917	6,779	93.1%
FY 2021/2022	105,000	-	12,852	25,701	25,701	79,299	24.5%
4 City Emergency Hazard Repair Program							
FY 2020/2021	497,059	157,006	65,818	201,298	358,304	138,755	72.1%
<b><u>Street Projects</u></b>							
5 Special Assessments							
FY 2019/2020	25,000	4,365	-	-	4,365	20,635	17.5%
6 Steward: RR to E Ganson							
FY 2019/2020	24,550	24,550	-	-	24,550	-	100.0%
FY 2020/2021	170,000	93,815	-	76,185	170,000	-	100.0%
7 Street Lighting (FY 2019/2020)	379,924	229,442	-	-	229,442	150,482	60.4%
8 Street Construction - Chalet Terrance							
FY 2019/2020	480,000	480,000	-	-	480,000	-	100.0%
FY 2020/2021	220,000	218,358	-	-	218,358	1,642	99.3%

**City of Jackson**  
**Community Development Block Grant**  
**Monthly Financial Summary**  
**For the Five Months Ended November 30, 2021**

	<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>
9 Pre-construction Design (FY 2020/2021)	151,266	4,248	-	46,215	50,463	100,803	33.4%
10 Cooley: Morrell to Biddle							
FY 2021/2022	240,000	-	-	42,365	42,365	197,635	17.7%
11 Biddle: Mechanic to MLK Jr Dr							
FY 2021/2022	279,500	-	-	18,815	18,815	260,685	6.7%
12 Perrine-Burr							
FY 2021/2022	56,500	-	-	-	-	56,500	0.0%
<b><u>Recreation -Other Projects</u></b>							
13 Loomis Park Court Improvements	312,849	300,175	-	-	300,175	12,674	95.9%
14 Boo Center Improvements							
FY 2020/2021	305,000	244,782	-	-	244,782	60,218	80.3%
FY 2021/2022	535,980	-	-	-	-	535,980	0.0%
<b><u>Public Service</u></b>							
15 King Center Summer Youth Program (FY 2019/2020)	18,832	18,832	-	-	18,832	-	100.0%
16 Loomis Park Playground Program (FY 2019/2020)	2,881	2,881	-	-	2,881	-	100.0%
17 Kitchen Incubator Program (FY 2019/2020)	7,451	-	-	-	-	7,451	0.0%
<b><u>Demolition</u></b>							
18 Demolition							
FY 2019/2020	259,000	257,552	-	1,448	259,000	0	100.0%
FY 2020/2021	300,000	12,541	-	1,277	13,818	286,182	4.6%
FY 2021/2022	75,000	-	-	-	-	75,000	0.0%

**City of Jackson**  
**HOME**  
**Monthly Financial Summary**  
**For the Five Months Ended November 30, 2021**

	<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 2018/2019	161,290	161,290	-	-	161,290	-	100.0%
FY 2019/2020	55,068	54,384	-	-	54,384	684	98.8%
2 HOME Administration			-				
FY 2017/2018	26,000	26,000	-	-	26,000	-	100.0%
FY 2018/2019	28,000	28,000	-	-	28,000	-	100.0%
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	0.0%
3 CHDO Reservation							
FY 2017/2018	40,000	39,720	-	280	40,000	-	100.0%
FY 2018/2019	175,584	107,969	5,905	67,615	175,584	-	100.0%
FY 2019/2020	503,052	-	8,810	8,810	8,810	494,242	1.8%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
FY 2021/2022	118,329	-	-	-	-	118,329	0.0%
4 CHDO Operating Expenses							
FY 2017/2018	14,000	5,250	1,416	13,221	18,471	(4,471)	131.9%
FY 2018/2019	18,000	-	-	-	-	18,000	0.0%
FY 2019/2020	18,000	-	-	-	-	18,000	0.0%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%
5 Partnership Park - Homebuyer Rehabilitation (CAA)							
FY 2021/2022	200,000	-	-	-	-	200,000	0.0%

**City of Jackson**  
**2020/8 CV Homeless Prevention**  
**Monthly Financial Summary**  
**For the Five Months Ended November 30, 2021**

	<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>
<b><u>Administration</u></b>							
1 CDBG-CV Admin City FY 2020/2021	60,000	6,687	-	1,076	7,763	52,237	12.9%
2 CDBG-CV Admin CAA FY 2020/2021	40,000	13,773	-	11,368	25,141	14,859	62.9%
<b><u>Homeless Prevention - Public Services</u></b>							
3 Eviction Prevention FY 2020/2021	120,000	120,000	-	-	120,000	-	100.0%
4 Foreclosure Prevention FY 2020/2021	160,000	37,934	-	2,478	40,412	119,588	25.3%
5 Water Shut-off Protection FY 2020/2021	246,020	12,265	-	4,860	17,125	228,895	7.0%



## CITY COUNCIL MEETING MINUTES

December 7 , 2021

### **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 Fourth Ward Councilmember Laura Dwyer Schlecte.

### **ROLL CALL:**

Present: Mayor Daniel Mahoney, Vice Mayor/1<sup>st</sup> Ward Councilmember Arlene Robinson, 2<sup>nd</sup> Ward Councilmember Freddie Dancy, 3<sup>rd</sup> Ward Councilmember Angelita Gunn, 4<sup>th</sup> Ward Councilmember Laura Dwyer Schlecte, and 6<sup>th</sup> Ward Councilmember Will Forgrave.

Absent: 5<sup>th</sup> Ward Councilmember Karen Bunnell.

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

### **ADOPTION OF AGENDA:**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to adopt the agenda. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**PRESENTATIONS/PROCLAMATIONS:** none.

**PUBLIC HEARINGS:**

**A. Public Hearing and Resolution Determining the Necessity for Street Resurfacing on Greenwood Avenue from Fourth Street to Morrell Street**

Darrin Voris of 1220 Greenwood Avenue spoke in opposition of the project at this time. Michelle Woods of 1108 Greenwood Avenue spoke in opposition of the project at this time. Cheryl Kirk of 1012 Greenwood Avenue spoke in opposition of the project at this time.

Trinity United Methodist Church at 1508 Greenwood Avenue sent in correspondence in regards to the proposed project.

Charles Ahronheim of 1410 Greenwood Avenue sent in correspondence in regards to the proposed project.

**1. Resolution – Street Resurfacing on Greenwood Avenue**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the resolution. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**CITIZEN COMMENTS:**

Citizen comments were heard and the meeting continued.

**PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:**

**A. Environmental Commission Meeting Minutes, 10/20/21**

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to accept and place on file the Environmental Commission Meeting Minutes from 10/20/21. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**B. Accept and Place on File – the CDBG, HOME, CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021**

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to accept and place on file the CDBG, HOME, CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**CONSENT CALENDAR:**

**A. Minutes of the Regular Meeting of November 23, 2021**

*Approve the minutes of the regular City Council Meeting of November 23, 2021.*

**B. Minutes of the Special Meeting of December 1, 2021**

*Approve the minutes of the special City Council Meeting of December 1, 2021.*

**C. Corrective Resolution for Special Assessment Roll No. 3422**

*Approve Corrective Resolution for Special Assessment Roll No. 3422 for Repaving of Morrell from Greenwood to S. Martin Luther King Jr. Drive, confirmed May 11, 2021*

**D. Special Event Application – Jackson Right to Life Motorcade**

*Approve a request from the Jackson Right to Life to host their motorcade on January 22, 2022 on the streets of Jackson.*

**E. Reappointment to the Human Relations Commission**

*Approve the Mayor's recommendation to reappoint Cheryl Ragland to the Human Relations Commission for a three-year term, beginning January 1, 2022 and ending on December 31, 2025, in concurrence with the HRC recommendation.*

**F. Appointment to the Board of Review**

*Approve the Mayor's recommendation to appoint Pastor James Hines to the Board of Review to serve a 2-year term, beginning February 1, 2022 and ending January 31, 2024.*

**G. Proclamation Honoring Linda Haas as Honorary City Historian**

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the consent calendar with the removal of items A and G for separate consideration. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the minutes of the regular meeting of November 23, 2021. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Schlecte, and Forgrave (4). Nays: none. Abstain: Mayor Mahoney and Councilmember Gunn. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to adopt a proclamation honoring Linda Haas as Honorary City Historian. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

### **OTHER BUSINESS:**

#### **A. Resolution Revoking OPRA Certificate Number 3-19-0030**

**Recommendation:** *Approve the proposed Resolution revoking the Obsolete Property Rehabilitation Act (OPRA) Certificate Number 3-19-0030.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve the resolution revoking the Obsolete Property Rehabilitation Act (OPRA) Certificate Number 3-19-0030. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

### **NEW BUSINESS:**

#### **A. Award the Municipal Building Refuse and Recycling Collection Contract to Modern Waste Systems in the Amount of \$43,887.00**

**Recommendation:** *Award the Municipal building refuse and recycling collection contract to Modern Waste Systems in the amount of \$43,887.00 and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to award the Municipal Building Refuse and Recycling Collection Contract to Modern Waste Systems in the amount of \$43,887.00. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

#### **B. Recommendation of Approval for Professional Services Contract with Tetra Tech to Perform the Engineering and Project Administration for the Water Treatment Plant Ground Storage Tank Isolation Valve Replacement at a Cost of \$17,000.00**

**Recommendation:** *Approval of the Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Water Treatment Plant Ground Storage Tank Isolation Valve Replacement at a cost of \$17,000.00. This contract is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the professional services contract with Tetra Tech to perform the engineering and project administration for the Water Treatment Plant ground storage tank isolation valve replacement at a cost of \$17,000. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**C. Recommendation of Approval for Professional Services Contract with Tetra Tech to Perform the Engineering and Project Administration for the Sodium Hydroxide System Rehabilitation at the Water Treatment Plant at a Cost of \$29,400.00**

**Recommendation:** *Approval for Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Sodium Hydroxide System Rehabilitation at the Water Treatment Plant at a cost of \$29,400.00. This contract is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the professional services contract with Tetra Tech to perform the engineering and project administration for the sodium hydroxide system rehabilitation at the Water Treatment Plant at a cost of \$29,400.00. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**D. Amendment 2 to the 21-002 Major Street Engineering Contract**

**Recommendation:** *Approval of Amendment 2 to the 21-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$59,490.00 and authorization for the City Manager and City Engineer to sign the appropriate document.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the amendment to the contract for \$59,490.00. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**E. 2022 City Council Meeting Dates Resolution**

**Recommendation:** *Approval of resolution establishing 2022 meeting dates for Jackson City Council.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the resolution establishing the 2022 meeting dates for the City of Jackson City Council. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**F. Change Order 5 to the Clinton Street and Glick Highway Construction Contract with Bailey Excavating, Inc.**

**Recommendation:** *Approve Change Order 5 to the Clinton Street and Glick Highway Construction contract with Bailey Excavating, Inc. in the increased amount of \$89,496.98 to add items for the repair of the sanitary sewer for the Water Treatment Plant and authorize the City Manager and the City Engineer to execute the appropriate document.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve Change Order 5 to the Clinton Street and Glick Highway Construction Contract with Bailey Excavating, Inc. in the amount of \$89,496.98. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**G. Contract Award for 2022 Local Street Engineering**

**Recommendation:** *Approval of the award for the 2022 Local Street Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan for \$151,632.36, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to award the 2022 Local Street Engineering Contract in the amount of \$151,632.36. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

**H. Approval of Professional Engineering Services Contract with Fishbeck, for the Design Phase of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of \$395,000.00**

**Recommendation:** *Approval of the Professional Engineering Services Contract with Fishbeck for the design phase of the Clean Water State Revolving Fund (CWSRF) project at the Wastewater Treatment Plant in the amount of \$395,000.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the professional engineering services contract with Fishbeck, for the design phase of the Clean Water State Revolving Fund Project at the Wastewater Treatment Plant in the amount of \$395,000.00. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

#### **CLOSED SESSION:**

**Closed Session to Discuss Specific Pending Litigation, In re National Prescription Opiate Litigation, Case No. 1:17-md-2804; United States District Court, Northern District of Ohio, pursuant to MCL 15.268(e).**

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to go into closed session. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

#### **RETURN TO OPEN SESSION:**

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to return to open session. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve a resolution authorizing the entry of State Local Government Intrastate Agreement concerning allocation of settlement proceeds in the National Opioids Litigation and authorize the City Attorney to execute the necessary documents to effectuate the agreement. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve a resolution authorizing entry of participation agreements in partial settlement of the National Prescription Opiate Litigation and authorize the City Attorney to execute the necessary documents to effectuate the agreement. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Forgrave (6). Nays: none. Motion carried.

#### **CITY COUNCILMEMBER'S COMMENTS:**

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

**MANAGER'S COMMENTS:**

City Manager Jonathan Greene offered comments.

**ADJOURNMENT:**

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Schlecte. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:29 p.m.

**MEMO TO:** City Councilmembers  
**FROM:** Daniel Mahoney, Mayor  
**DATE:** January 11, 2022  
**SUBJECT:** Environmental Commission Resignation

---

**Recommendation:**

**Approve the Mayor's recommendation to accept the resignation of Cole McEldowney from the Environmental Commission effective immediately and to express gratitude to Mr. McEldowney for his service to the City of Jackson.**

On September 14, 2021, City Council approved the Mayor's recommendation to appoint Cole McEldowney to the Environmental Commission as an ex-officio member to a term ending December 31, 2022. His circumstances do not make continued service possible and he has therefore resigned.

**Cole McEldowney**

4200 E. South St. • Jackson • MI • 49201

(517) 257-6967 • mcelandeycole@gmail.com

12/15/2021

Dear Mr. White:

Please accept this letter as my formal notice of resignation from the Environmental Commission of the City of Jackson, effective 12/15/2021. To pursue higher education and due to conflicting time commitments, I must resign from my seat on this commission immediately.

It has been a privilege working for the environmental betterment of my home with this team of esteemed and driven individuals. Jackson deserves the great work this commission does to make this city a more sustainable and environmentally progressive place to live. There is no doubt in my mind that a great difference can be made with the guidance of these commissioners on the operations of city council. Whenever my education is complete, I look forward to seeing the benefits reaped of this work upon returning and would be ecstatic to contribute further in any way I can.

Sincerely,

Cole McEldowney

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** January 11, 2022  
**SUBJECT:** **Approve a Revocable License for a Blade Sign at Jackson Candle Company at 218 S. Mechanic Street**

---

**Recommendation:**

**Approve a Revocable License for Jackson Candle Company for the installation of a building mounted blade sign within the Mechanic Street public right-of-way at 218 S. Mechanic Street and authorize the Mayor and City Clerk to execute the appropriate document(s).**

Attached is a report Jon Dowling, City Engineer requesting approval of a Revocable License.

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

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** January 11, 2022

**RECOMMENDATION:** Approve a Revocable License for Jackson Candle Company for the installation of a building mounted blade sign within the Mechanic Street public right-of-way at 218 S. Mechanic Street and authorize the Mayor and City Clerk to execute the appropriate document(s).

### SUMMARY

The City has received a Revocable License request from Jackson Candle Company for the installation of a building mounted blade sign on the building at 218 S. Mechanic Street. The blade sign will extend into the Mechanic Street public right-of-way.

### BUDGETARY CONSIDERATIONS

The Licensee is responsible for all costs and insurance associated for the construction, use and maintenance of the sign.

### HISTORY, BACKGROUND and DISCUSSION

As the face of the building at 218 S. Mechanic Street is located on the property line of the parcel upon which it sits, the proposed sign, although attached to the building face, will be located within the S. Mechanic Street public right-of-way. As such, the installation of the sign requires a Revocable License.

### DISCUSSION OF THE ISSUE

Exhibit A of the attached Revocable License document shows the size, location and appearance of the proposed sign that will project into the S. Mechanic Street right-of-way.

### POSITIONS

Engineering requests that the attached Revocable License be approved, and that the Mayor and City Clerk be authorized to execute the Revocable License on behalf of the City. If you have any questions, please contact me.

ATTACHMENTS

## REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to Jackson Candle Company, a Michigan limited liability company with offices at 218 S. Mechanic Street, Jackson, Michigan 49201, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's Mechanic Street right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as 218 S. Mechanic Street, Jackson, Michigan, a 48 inch wide by 56 inch tall building mounted blade sign (hereinafter "structure"). The design, configuration and location of said structure is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall pay Licensor the sum of Twenty Five Dollars (\$25.00).
2. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.
3. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.
4. Licensee agrees to keep the structure in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

6. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's Street right-of-way.

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of \$500,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

8. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

9. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

10. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

11. If Licensee fails to comply with a Notice of Revocation, Licensor shall take any and all action necessary to remove the structure, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

12. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

13. This Revocable License is a personal license, and shall not be assigned by Licensee.

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

**LICENSOR:**  
CITY OF JACKSON, a  
Michigan municipal corporation

By \_\_\_\_\_  
Daniel Mahoney, Mayor

By \_\_\_\_\_  
Andrea Muray, City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My Comm. Exp.: \_\_\_\_\_

Acknowledged and Agreed

**LICENSEE:**

Jackson Candle Company, LLC

By \_\_\_\_\_  
Jennifer Spencer

Its Owner / Manager

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Jennifer Spencer, the Owner/Manager of Jackson Candle Company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My Comm. Exp.: \_\_\_\_\_

Prepared by:  
City Attorney's Office  
161 West Michigan Avenue  
Jackson, Michigan 49201  
(517) 788-4050

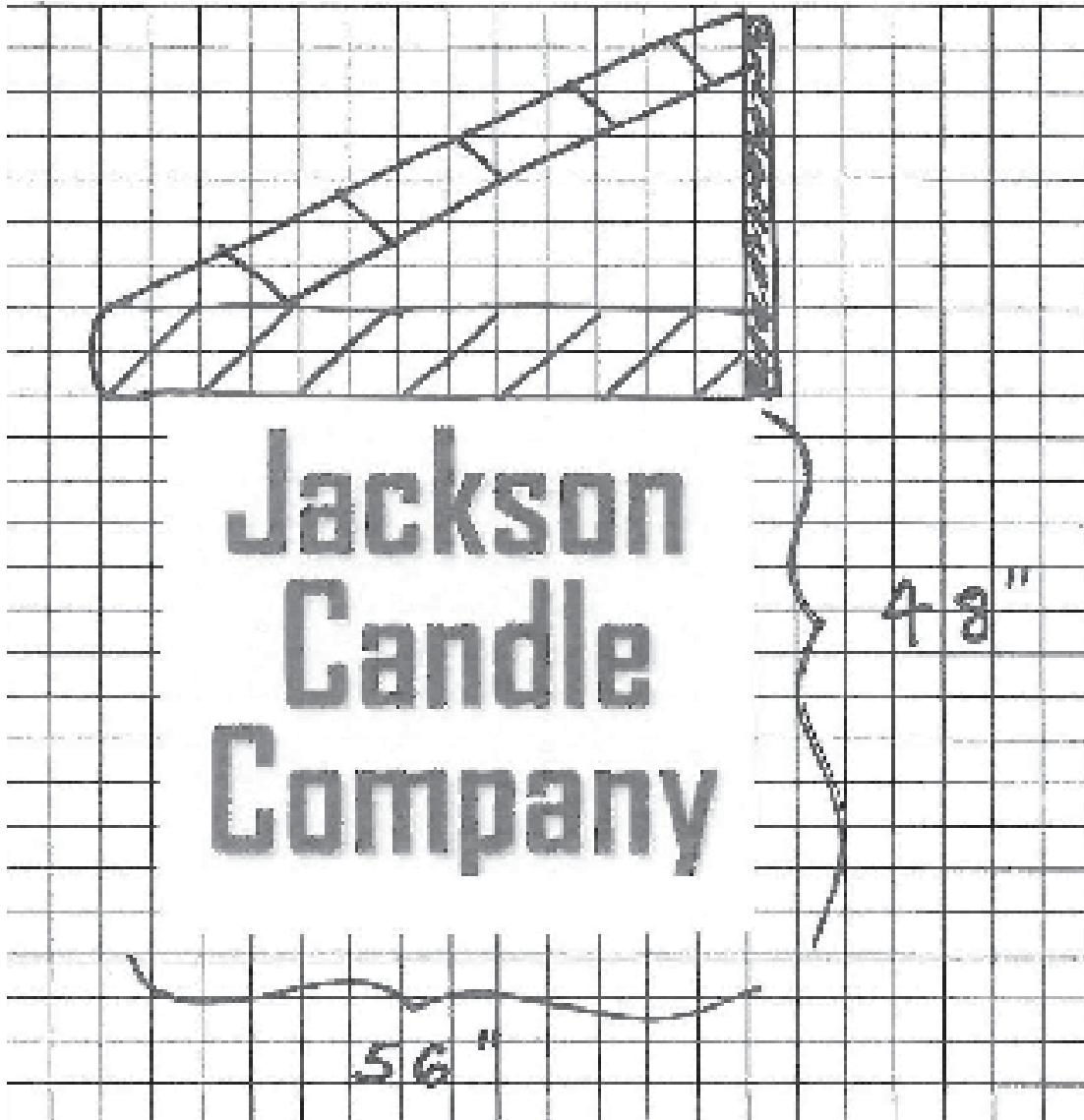
When recorded return to:  
City Attorney's Office  
161 West Michigan Avenue  
Jackson, Michigan 49201

ATTACHMENT 1

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

The South 82 feet of Lot 11, Block 2 South, Range 1 East of the Original Plat of the Village of Jacksonburgh.

JACKSON CANDLE COMPANY, 218 S MECHANIC STREET, PIN 4-0056



**EXHIBIT A, PAGE 2 OF 2**

**JACKSON CANDLE COMPANY, 218 S MECHANIC STREET, PIN 4-0056**

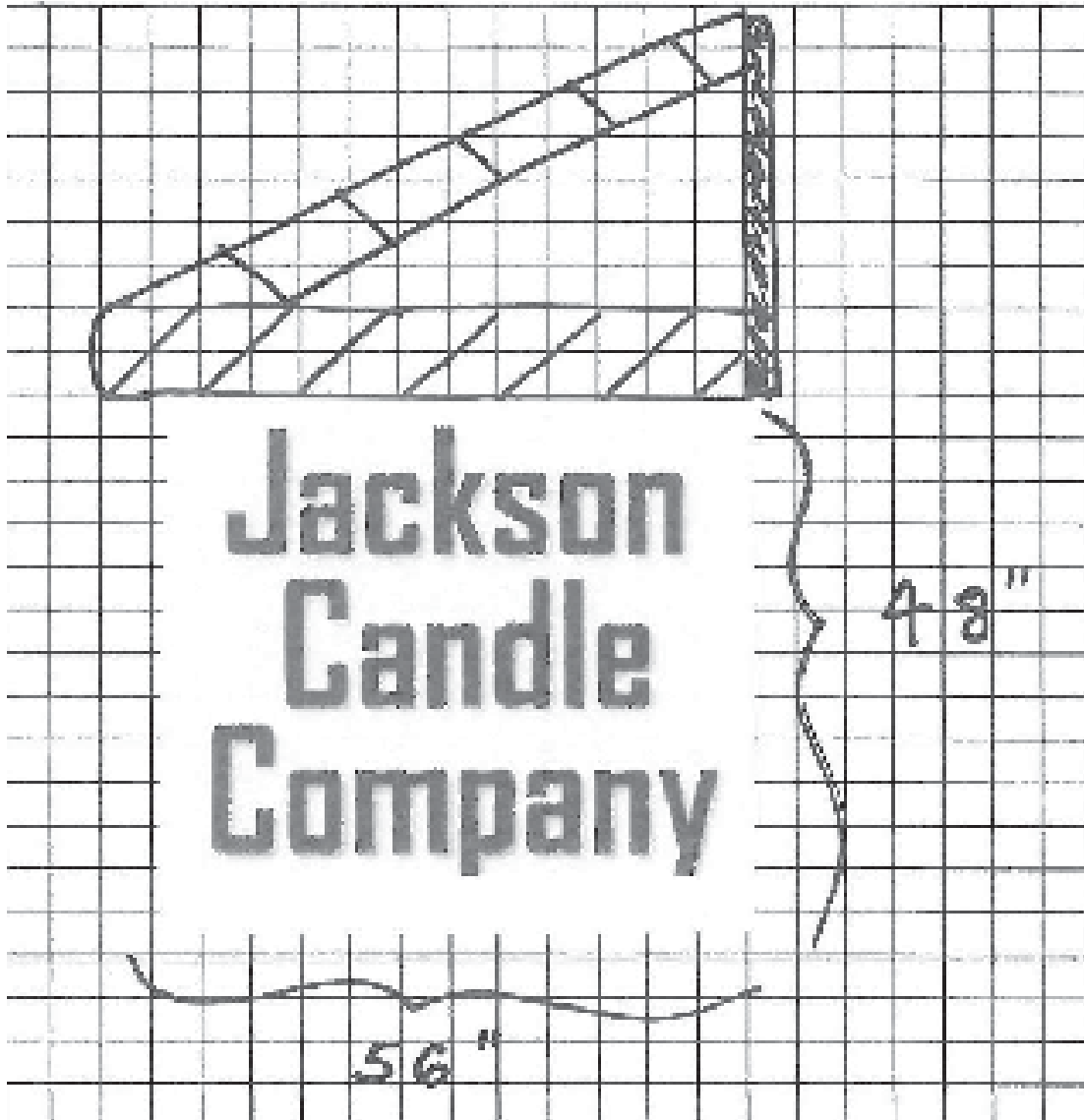


ATTACHMENT 1

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

The South 82 feet of Lot 11, Block 2 South, Range 1 East of the Original Plat of the Village of Jacksonburgh.

JACKSON CANDLE COMPANY, 218 S MECHANIC STREET, PIN 4-0056



**EXHIBIT A, PAGE 2 OF 2**

**JACKSON CANDLE COMPANY, 218 S MECHANIC STREET, PIN 4-0056**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

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

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

PRODUCER Richmond Agency, Inc. 833 Laurence Ave  Jackson MI 49202	CONTACT NAME: Loretta Jean Ravert	
	PHONE (A/C, No, Ext): 517-788-9130 FAX (A/C, No): 517-788-8036 E-MAIL ADDRESS: jeanie@richmondagency.com	
INSURED Artvertise Signs LLC 6355 Seymour Rd Jackson MI 49201-7608	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Home Owners	26638
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

CERTIFICATE NUMBER: 20211229154342314

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	Y		06186220	06/17/2021	06/17/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>			4990590700	06/17/2021	06/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY						\$
<input type="checkbox"/> UMBRELLA LIAB	OCCUR						EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB	CLAIMS-MADE						AGGREGATE \$
DED	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

The City of Jackson including it's officials and employees are listed as Additional Insured in regards to General Liability Coverages.

**CERTIFICATE HOLDER****CANCELLATION**

City of Jackson  
161 W. Michigan Ave  
Jackson MI 49201

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

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2021

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

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

<b>PRODUCER</b> Richmond Agency, Inc. 833 Laurence Ave  Jackson MI 49202		<b>CONTACT NAME:</b> Jen Andrus <b>PHONE (A/C, No, Ext):</b> 517-788-9130 <b>FAX (A/C, No):</b> 517-788-8036 <b>E-MAIL ADDRESS:</b> janet@richmondagency.com	
<b>INSURED</b> Jackson Candle Company LLC 218-220 S Mechanic St Jackson MI 49201		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lexington Insurance Co. <b>NAIC #</b> 19437 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 20211213144828751

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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	N	1GL-047938323-00	10/16/2021	01/16/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
	<b>AUTOMOBILE LIABILITY</b>						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	<b>UMBRELLA LIAB</b>						PRODUCTS - COM/OP AGG \$
	<b>EXCESS LIAB</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						BODILY INJURY (Per person) \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PROPERTY DAMAGE (Per accident) \$
							PER STATUTE    OTH-ER
							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)

City of Jackson is listed as additional insured in regards to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**
 City of Jackson  
 161 W. Michigan Ave  
 Jackson MI 49201

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

AUTHORIZED REPRESENTATIVE

**MEMO TO:** City Councilmembers  
**FROM:** Daniel J. Mahoney, Mayor  
**DATE:** January 11, 2022  
**SUBJECT:** Mayor and City Council Committees, Boards & Commissions

---

**RECOMMENDATION:**

Approve the Mayor's recommendation of appointment, reappointment, and confirmation of Mayor and City Councilmembers to various Boards, Committees and Commissions.

Key: A = Appointment  
C = Confirmation  
R = Reappointment

<b><u>TERM ENDING</u></b>	<b><u>BOARD, COMMITTEE OR COMMISSION</u></b>
11/30/23	<b><u>City Employee Retirement Pension Board</u></b>
11/30/23	(C) Mayor Daniel Mahoney – By Virtue of Office (R) Councilmember Will Forgrave
11/30/23	<b><u>City Planning Commission</u></b>
11/30/23	(C) Mayor Daniel Mahoney – By Virtue of Office (R) Councilmember Laura Schlecte – Ex-Officio
11/30/23	<b><u>Downtown Development Authority</u></b>
11/30/23	(A) Councilmember Freddie Dancy
11/30/23	<b><u>Economic Development Corporation for County</u></b>
11/30/23	(R) Councilmember Laura Schlecte
11/30/23	<b><u>Ella W. Sharp Park Board/Parks &amp; Recreation Board</u></b>
11/30/23	(R) Councilmember Will Forgrave
11/30/23	<b><u>Emergency Management Advisory Council</u></b>
11/30/23	(R) Councilmember Freddie Dancy

**Environmental Commission**

11/30/23 (R) Councilmember Will Forgrave

**Local Emergency Planning Committee**

11/30/23 (R) Councilmember Freddie Dancy

**JACTS Policy Committee**

11/30/23 (R) Councilmember Laura Schlecte

**Local Development Finance Authority**

6/3/23 (A) Mayor Daniel Mahoney

6/3/23 (R) Councilmember Laura Schlecte

**Parks & Recreation Commission**

11/30/23 (R) Councilmember Will Forgrave

11/30/23 (R) Councilmember Freddie Dancy

**Police & Fire Pension Board (Including Act 245)**

11/30/23 (C) Mayor Daniel Mahoney – By Virtue of Office

**Public Arts Commission**

5/28/23 (R) Councilmember Karen Bunnell – Ex-Officio

**Medical Marihuana Licensing Review Committee**

11/30/23 (A) Mayor Daniel Mahoney

**Region 2 Planning Commission**

11/30/23 (R) Councilmember Laura Schlecte

**Jackson County Brownfield Authority**

3/31/23 (R) Councilmember Laura Schlecte

**Jackson County Community Correction Advisory Board**

11/30/23 (R) Councilmember Will Forgrave

**Martin Luther King, Jr. Corridor Authority**

11/30/23 (R) Councilmember Arlene Robinson

**Human Relations Commission Liaison**

11/30/23 (R) Councilmember Arlene Robinson

**Racial Equity Commission**

11/30/23 (R) Councilmember Freddie Dancy

Your consideration and concurrence is appreciated.

DJM:lmn

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Michael Osborn, Director of Public Works

**DATE:** January 11, 2022

**SUBJECT:** **Approval of the purchase of one 2023 Freightliner Chassis through D&K Truck Company in the amount of \$95,768.00 through MiDeal to be fitted with a Stellar Hooklift System purchased and installed through Truck & Trailer Specialties, Inc in the amount of \$57,622.00 for total of \$153,390.00 with a 10% contingency due to ongoing rise in equipment costs for total purchase amount of \$168,729.00.**

---

**Recommendation:**

**Approve the purchase of one 2023 Freightliner Chassis through D & K Truck Company in the amount of \$95,768.00 through MiDeal to be fitted with a Stellar Hooklift System purchased and installed through Truck & Trailer Specialties, Inc in the amount of \$57,622.00 for total of \$153,390.00 with a 10% contingency due to the ongoing rise in equipment costs for total purchase amount of \$168,729.00.**

Due to ongoing rise in equipment costs that change every month, we have added a 10% contingency cost.

Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Michael Osborn, Director of Public Works  
**DATE:** January 11, 2022

**RECOMMENDATION:** Approve the purchase of one 2023 Freightliner Chassis through D&K Truck Company in the amount of \$95,768.00 through MiDeal to be fitted with a Stellar Hooklift System purchased and installed through Truck & Trailer Specialties, Inc in the amount of \$57,622.00 for total of \$153,390.00 with a 10% contingency due to the ongoing rise in equipment costs for a total purchase amount of \$168,729.00.

### SUMMARY

The City of Jackson is spending large amounts of time and money in maintenance and repair costs on the existing hook lift vehicles in the motor pool fleet. The requested hook lift truck would replace one of the current 2006 models that through age and daily use is in poor condition. There are three other hook lift trucks in the fleet and all are of similar age and condition.

### BUDGETARY CONSIDERATIONS

Funding for this purchase is budgeted from Public Works Motor Pool-Machinery and Equipment line item 661-454-000-985.000 for \$153,390.00 with a 10% contingency due to the ongoing rise in equipment costs for a total purchase amount of \$168,729.00.

### HISTORY, BACKGROUND and DISCUSSION

The City utilizes the hooklift trucks to provide many different types of public services to the residents of the City. The hooklift truck style is versatile in that the rear attachment can be changed depending on the services needed. This style of truck can be used with large dumpster style containers, aggregate dump boxes, flatbeds, liquid tanks and salters. A few of the typical uses include hauling of leaves, snow, sand, gravel, large tree debris and brush, spoils from water main breaks and sewer repairs, salting and chloride application on city streets, as well as spraying for dust control. They are also utilized for city cleanup events, property cleanups and trash picked up throughout the city. This style of truck is used daily for any one of the above listed services to the residents.

### POSITIONS

Approve the purchase of one 2023 Freightliner Chassis with Stellar Hooklift System for the Department of Public Works Motor Pool Fleet in fiscal year 2021/22.

Prepared for:  
TC Utilities Div  
Jackson City Of  
161 W Michigan



Jackson, MI 49201  
Phone: 517-768-6142

Prepared by:  
Edward Merrill  
D & K TRUCK COMPANY  
3020 Snow Rd  
LANSING, MI 48917  
Phone: (517) 484-1905 Ext. 129

**M i - D E A L C o n t r a c t**

**City of Jackson  
– Freightliner CHASSIS for /Hooklift Stellar**

**2023 FREIGHTLINER 108SD CHASSIS**

SET BACK AXLE - TRUCK	18,000# TAPERLEAF FRONT SUSPENSION
CUMMINS L9 350 HP @ 1050 LB-FT @ 1200 RPM	108 INCH BBC FLAT ROOF ALUMINUM CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	5325MM (210 INCH) WHEELBASE
RT-46-160 46,000# R-SERIES TANDEM REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME
TUFTRAC 46,000# COMFORT RIDE REAR SUSPENSION	2275MM (90 INCH) REAR FRAME OVERHANG
MFS-18-133A 18,000# DROP SINGLE FRONT AXLE	1/4 INCH (6.35MM) C-CHANNEL INNER DOUBLE FRAME REINFORCEMENT

			<b>PER UNIT</b>		<b>TOTAL</b>
VEHICLE PRICE	<b>TOTAL # OF UNITS (1)</b>	\$	95,768	\$	95,768
DEALER INSTALLED OPTIONS		\$	0	\$	0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$</b>	<b>95,768</b>	<b>\$</b>	<b>95,768</b>

**TAXES AND FEES**

FEDERAL EXCISE TAX (FET)	\$	0	\$	0
TAXES AND FEES	\$	0	\$	0

**COMMENTS:**

**ESTIMATED 1<sup>ST</sup> QUARTER '23, PENDING CHIP AND VENDOR SUPPLY.**

**DELIVERY AND MI-DEAL FEES INCLUDED IN ABOVE PRICE.**

POSSIBLE TIRE ESCALATOR & RAW MATERIAL SURCHARGES FOR 2022 CALENDAR YEAR, TBD.

APPROVAL: Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.



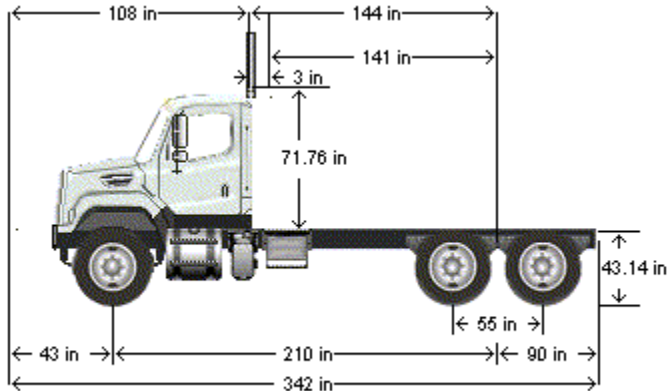
Prepared for:  
 TC Utilities Div  
 Jackson City Of  
 161 W Michigan



Jackson, MI 49201  
 Phone: 517-768-6142

Prepared by:  
 Edward Merrill  
 D & K TRUCK COMPANY  
 3020 Snow Rd  
 LANSING, MI 48917  
 Phone: (517) 484-1905 Ext. 129

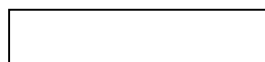
**D I M E N S I O N S**



**VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS**

Wheelbase (545) .....	5325MM (210 INCH) WHEELBASE
Rear Frame Overhang (552) .....	2275MM (90 INCH) REAR FRAME OVERHANG
Cab Size (829) .....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) .....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) .....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

**TABLE SUMMARY - DIMENSIONS**



Prepared for:  
 TC Utilities Div  
 Jackson City Of  
 161 W Michigan

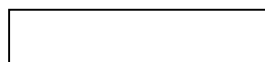


Jackson, MI 49201  
 Phone: 517-768-6142

Prepared by:  
 Edward Merrill  
 D & K TRUCK COMPANY  
 3020 Snow Rd  
 LANSING, MI 48917  
 Phone: (517) 484-1905 Ext. 129

Dimensions	Inches
Bumper to Back of Cab (BBC)	108.3
Bumper to Centerline of Front Axle (BA)	42.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	144.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	141.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	233.7
Cab Height (CH)	71.8
Wheelbase (WB)	209.6
Frame Overhang (OH)	89.6
Overall Frame Length	338.6
Overall Length (OAL)	342.0
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	43.1

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared for:  
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Jackson City Of  
161 W Michigan

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## S P E C I F I C A T I O N P R O P O S A L

### Interior Convenience/Driver Retention Package

055-002	INTERIOR CONVENIENCE PACKAGE	\$278.00
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### Vehicle Configuration

001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748	
004-223	2023 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			N/C
003-001	LH PRIMARY STEERING LOCATION			STD

### General Service

AA1-002	TRUCK CONFIGURATION	STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)	N/C
A85-011	CONSTRUCTION SERVICE	STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT	N/C
AA4-010	DIRT/SAND/ROCK COMMODITY	N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS	STD
AB1-008	MAXIMUM 8% EXPECTED GRADE	STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE	STD
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY	STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs	
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs	
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs	
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs	

### Truck Service

AA3-010	ROLL OFF/ROLL ON BODY	N/C
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.	N/C

### Engine

101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	\$3,551.00
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### Electronic Parameters



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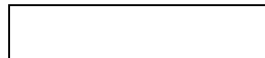
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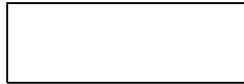
79A-075	72 MPH ROAD SPEED LIMIT				N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT				N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM				N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED				N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM				N/C
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM				N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH				N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND				N/C
80G-002	PTO MINIMUM RPM - 700				N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH				N/C

### Engine Equipment

99C-021	2010 EPA/CARB/GHG21 CONFIGURATION				STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION				N/C
13E-001	STANDARD OIL PAN				STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL				STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER				STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE				STD
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES	40	20		\$227.00
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL				\$248.00
281-001	STANDARD BATTERY JUMPERS				STD
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB				\$257.00
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN				STD
289-001	NON-POLISHED BATTERY BOX COVER				STD
87P-001	CAB AUXILIARY POWER CABLE	5			\$62.00
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10			\$206.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE				STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM				STD
128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20			\$22.00



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016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$816.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			N/C
239-014	09 FOOT 06 INCH (114 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$4.00)
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5	\$144.00
43X-004	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 48 TO 52 INCHES BACK OF CAB			\$105.00
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			N/C
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE			N/C
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$10.00
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			STD
266-104	1115 SQUARE INCH ALUMINUM RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			STD

## Transmission



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342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	STD
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### Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV	STD
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES	STD
84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	STD
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	N/C
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	N/C
84G-011	1950 RPM PRIMARY MODE SHIFT SPEED	N/C
84H-010	1900 RPM SECONDARY MODE SHIFT SPEED	N/C
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES	STD
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB	\$49.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED	\$23.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO	N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON	N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN	STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED	STD
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013	STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK	STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)	STD

### Front Axle and Equipment



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400-1AB	MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	250		\$2,531.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-012	TRW TAS-85 POWER STEERING	40		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR	5		\$48.00
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE			STD
<b>Front Suspension</b>				
620-013	18,000# TAPERLEAF FRONT SUSPENSION	200		\$1,428.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
<b>Rear Axle and Equipment</b>				
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE	2,960		\$14,169.00
421-489	4.89 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	45	45	\$476.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			N/C
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			\$24.00
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			N/C
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C



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423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		STD
433-002	NON-ASBESTOS REAR BRAKE LINING		STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		N/C
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		STD
425-002	REAR BRAKE DUST SHIELDS	10	\$130.00
440-006	REAR OIL SEALS		STD
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS	20	N/C
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		\$93.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		STD
42T-001	STANDARD REAR AXLE BREATHER(S)		STD

### Rear Suspension

622-303	TUFTRAC GEN2 46,000# COMFORT RIDE REAR SPRING SUSPENSION	750	\$6,318.00
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		N/C
431-003	AXLE CLAMPING GROUP		N/C
624-025	55 INCH AXLE SPACING		N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		N/C
439-001	REAR SHOCK ABSORBERS - ONE AXLE		N/C

### Brake System

490-100	WABCO 4S/4M ABS		STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		STD
904-001	FIBER BRAID PARKING BRAKE HOSE		STD
412-001	STANDARD BRAKE SYSTEM VALVES		STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		STD
413-002	STD U.S. FRONT BRAKE VALVE		STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		STD
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		N/C
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)		\$106.00
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		STD

### Trailer Connections



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296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE			\$55.00
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5	\$484.00
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD

**Wheelbase & Frame**

545-532	5325MM (210 INCH) WHEELBASE			N/C
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	440	120	\$1,006.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	200	390	\$1,000.00
552-054	2275MM (90 INCH) REAR FRAME OVERHANG			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 144.09 in			
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		\$50.00
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REAR MOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30	N/C

**Chassis Equipment**

556-1E5	14 INCH PAINTED STEEL BUMPER			STD
557-002	LOOP STEP MOUNTED BELOW BUMPER	10		\$60.00
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$80.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
605-003	LEVEL FRAME RAILS (+/- 1%) WHEN CHASSIS IS LOADED TO FRONT AND REAR SUSPENSION RATINGS			\$123.00

**Fuel Tanks**

204-152	70 GALLON ALUMINUM FUEL TANK - LH	5		\$72.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5		STD



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216-020	EQUIFLO INBOARD FUEL SYSTEM		STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		STD
<b>Tires</b>			
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	\$474.00
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES	160	\$8.00
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		STD
<b>Wheels</b>			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	\$204.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS	104	STD
496-011	FRONT WHEEL MOUNTING NUTS		STD
497-011	REAR WHEEL MOUNTING NUTS		STD
<b>Cab Exterior</b>			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		STD
650-008	AIR CAB MOUNTING		STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		STD
667-004	FRONT FENDERS SET-BACK AXLE		STD
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	\$115.00
678-001	LH AND RH GRAB HANDLES		STD
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		\$253.00
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		\$88.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		\$15.00
644-004	FIBERGLASS HOOD		STD
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5	\$119.00
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		STD
726-002	DUAL ELECTRIC HORNS		\$14.00
728-001	SINGLE HORN SHIELD		STD
657-1A0	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		\$43.00
78G-002	KEY QUANTITY OF 2		STD



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575-001	REAR LICENSE PLATE MOUNT END OF FRAME		STD
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		N/C
302-047	LED AERODYNAMIC MARKER LIGHTS		\$34.00
311-012	DAYTIME RUNNING LIGHTS - LOW BEAM ONLY		\$21.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS		STD
318-002	(1) SWIVEL UTILITY LIGHT HIGH BACK OF CAB OR ROOF MOUNTED	3	\$130.00
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		\$286.00
797-001	DOOR MOUNTED MIRRORS		STD
796-001	102 INCH EQUIPMENT WIDTH		STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		N/C
74A-001	RH DOWN VIEW MIRROR		\$21.00
729-001	STANDARD SIDE/REAR REFLECTORS		STD
768-043	63X14 INCH TINTED REAR WINDOW		STD
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		STD
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	\$218.00
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		STD
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		STD

**Cab Interior**

707-1AK	OPAL GRAY VINYL INTERIOR		STD
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		\$50.00
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		\$27.00
772-006	BLACK MATS WITH SINGLE INSULATION		STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		(\$2.00)
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		(\$9.00)
694-010	IN DASH STORAGE BIN		N/C
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	\$26.00
693-023	LH DOOR MAP POCKET		\$101.00
742-007	(2) CUP HOLDERS LH AND RH DASH		STD
680-006	GRAY/CHARCOAL FLAT DASH		N/C



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 LANSING, MI 48917  
 Phone: (517) 484-1905 Ext. 129

860-004	SMART SWITCH EXPANSION MODULE			\$196.00
720-002	2-1/2 LB. FIRE EXTINGUISHER	5		\$37.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			\$31.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			\$16.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			\$145.00
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF			N/C
655-005	LH AND RH ELECTRIC DOOR LOCKS			\$36.00
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			N/C
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$167.00
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$255.00
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		\$69.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-014	CORDURA PLUS CLOTH DRIVER SEAT COVER			\$2.00
761-014	CORDURA PLUS CLOTH PASS SEAT COVER			\$4.00
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			N/C
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

**Instruments & Controls**

732-003	WOODGRAIN DRIVER INSTRUMENT PANEL			N/C
734-003	WOODGRAIN CENTER INSTRUMENT PANEL			N/C
870-001	BLACK GAUGE BEZELS			N/C
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD



Prepared for:  
 TC Utilities Div  
 Jackson City Of  
 161 W Michigan



Jackson, MI 49201  
 Phone: 517-768-6142

Prepared by:  
 Edward Merrill  
 D & K TRUCK COMPANY  
 3020 Snow Rd  
 LANSING, MI 48917  
 Phone: (517) 484-1905 Ext. 129

840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		N/C
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		STD
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		N/C
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		N/C
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR BELOW LH DASH		STD
844-001	2 INCH ELECTRIC FUEL GAUGE		STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		STD
33U-007	CHASSIS MODULE JUMPER AND BRACKET FOR BODY BUILDER TO RELOCATE THE CHASSIS MODULE INTO THE CAB		\$257.00
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		STD
864-001	2 INCH TRANS OIL TEMPERATURE GAUGE		STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		STD
372-051	CUSTOMER FURNISHED PTO CONTROLS		N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		STD
679-001	OVERHEAD INSTRUMENT PANEL		STD
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AUXILIARY INPUTS, J1939	10	\$490.00
747-001	DASH MOUNTED RADIO		N/C
750-002	(2) RADIO SPEAKERS IN CAB		N/C
753-001	AM/FM ANTENNA MOUNTED ON LH ROOF		\$23.00
748-001	POWER AND GROUND STUDS IN/UNDER DASH		\$11.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		STD
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL LOCATED BETWEEN DRIVER AND PASSENGER SEATS		\$10.00
812-001	ELECTRONIC 3000 RPM TACHOMETER		STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		STD
329-091	(6) IGN CONTROLLED EXTRA SWITCHES WITH IND LIGHTS WIRED TO POWER DIST BOX WITH RELAYS PROVIDING 20 AMPS PER CIRCUIT TO JUNCTION BLOCK AND 1 CIRCUIT AT 30 AMPS		\$468.00
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		STD



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660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET	\$19.00
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH	N/C
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR	STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE	N/C
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS	STD

**Design**

065-000	PAINT: ONE SOLID COLOR	STD
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**Color**

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY	STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS	STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	STD
964-020	STANDARD BLACK BUMPER PAINT	STD
963-003	STANDARD E COAT/UNDERCOATING	STD

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	8408 lbs	8642 lbs	17050 lbs

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



# TRUCK & TRAILER *Specialties, Inc.*

3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | [www.ttspec.com](http://www.ttspec.com) | ph: (616) 698-8215 | fx: (616) 698-0972

**November 23, 2021**

**Quote No. DQ0003109**

City of Jackson

521 Water Street, Jackson, MI 49203

Attn: Jeff Schmeltz, ph: (517) 398-0202

## **Equipment Quotation**

### **Install Stellar Hook lift hoist model Shuttle 138-18-52 including the following:**

Stellar Shuttle 138-18-52, pt# SH52-138, designed for 130" to 144" CT chassis

Body lengths 15'-16' containers; up to 19' flatbed

61-3/4" hook height

Sliding front jib assembly

Hydraulic lock-out to prevent out of sequence operation

SH52-138 includes:

26874 Tilt Asm 174-20-52k

99903 Secondary Asm 138-18-52K Gen2

99921 Dump Asm 138-18-52K Gen2

99901 Base Asm 138-18-52K Gen2

99942 Hose kit 138-18-52K Gen2

98674 Mtg kit shuttle52 Gen2

Install tab alarm kit with bracket

Standard zinc pins

Standard black paint

### **Install Central Hydraulic System including the following**

A10VO80 Rexroth piston pump directly mounted to PTO

Hot-shifted PTO

Low-oil shutdown relay with override button

Rexroth 5m4-12 closed-center control valve with the following sections:

DA Air-operated Motorspooled Hook Hoist (26 GPM)

DA Air-operated Motorspooled Jib (15 GPM)

SA EPC Spinner w/ 2,000 PSI B Port LS Relief (8 GPM)

SA EPC Conveyor w/ 2,000 PSI B Port LS Relief (15 GPM)

SA EPC Pre-wet w/ 2,000 PSI B Port LS Relief (8 GPM)

Valve to be mounted in a stainless-steel valve enclosure on side of frame

Apsco Air lever controllers for the hoist & jib functions with safety detents, mounted at a 30-degree angle

Control console in cab for air lever controllers with safety detents

30-gallon side of frame-mounted steel hydraulic tank

Zinga-type return oil filter mounted in tank

Filled with AW32 hydraulic oil

18" brass Low oil sensor mounted in tank

Suction strainer mounted in the tank

Ball valve shutoff on hydraulic tank for case drain and suction ports

All necessary hoses and fittings

Conveyor, spinner and prewet circuits to have stainless steel couplers with dust caps and plugs

3/4" male for return, 1/2 male for conveyor, 1/2" female for spinner, and 3/8" male for prewet

Mount coupler plate behind cab like current truck

### **Install Rexroth CS430 Electric Spreader Controller mounted between the seats on a console**

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Operated groundspeed oriented

Install remote pause/blast big switch on console

**Install Roll-Rite Electric Tarp System including the following:**

Install tarp tower constructed of 6" channeled uprights, with full width formed top for supporting tarp brackets

Aluminum wind deflector 97" wide

Direct-drive motor/gear box assembly mounted to the tarp head

Aluminum tarp bow only, does not need tension bows

5-spring tarp arms with frame mounting brackets extending off Steller subframe

20' Mesh tarp cover

Install switch in controller console mounted between seats

**Install Custom Chassis Lighting & Electrical including the following:**

Four (4) SoundOff mPower (mo. EMPC2SMS4) amber/green LED flashers flush-mounted:

Two (2) tarp tower-mounted front-facing on tarp header

Two (2) tarp tower-mounted side-facing on ends of tarp head

Three-hole, 6" oval, steel light boxes mounted to the chassis just behind the tires/fenders on each side including the following in each light box:

One (1) SoundOff LED nForce (mo. ENFSLSRV12) amber/green flashers (inner holes)

One (1) SoundOff LED backup light (middle holes)

One (1) SoundOff LED STT light (mounted in outside holes)

¾" Marker light kit mounted on end of light box

Proximity switch, 12-volt for body-up light with indicator mounted in dash

Install ¾" marker 3-light cluster located below hinge

Betts junction box with sealed wiring

Backup alarm

Use chassis switches for: flashers, PTO on

Install indicators for: PTO on & low-oil- location to be determined

**Install Four single poly fenders for tandem chassis including the following:**

Buyers poly single fender kit for dual wheel- Black

Offset mild steel fender mounting kit - Black

Mudflaps behind the drive tires incorporated to poly fenders

Mount 3" x 4" tubing below frame extending from one side to the other for mudflap brackets

**Install Minimizer Floor Mats for Freightliner SD108 (mo. FKFRTL2B-MIN)**

**Paint Hoist and attaching hardware painted Black**

**Above chassis-installed equipment and painted price: \$57,622.00 ea.**

Minimum full 1-year warranty on parts and labor on all equipment.

**Chassis requirements to be confirmed at time of order:**

CT: To be determined at time of build

6-pack of switches

Round fuel tank

Horizontal DPF mounted under the curbside door or behind cab

Right side with a vertical tailpipe

OEM front bumper

PTO provision

**Payment Terms: Net 30. Pricing effective for 30 days only.**

# TRUCK & TRAILER *Specialties, Inc.*

3286 Hanna Lake Industrial Drive | Dutton, MI 49316 | [www.ttspec.com](http://www.ttspec.com) | ph: (616) 698-8215 | fx: (616) 698-0972

**FOB:** City of Jackson  
**Delivery:** Dependent on chassis arrival – To be determined

**Thank you for the opportunity to quote.**

Respectfully submitted by,  
Jon Luea/Mike Bouwman

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** January 11, 2022  
**SUBJECT:** JNET Interlocal Agreement

---

**Recommendation:**


Approve and execute JNET Interlocal Agreement

Attached is a memorandum from Director Elmer Hitt regarding the Jackson Narcotics Enforcement Team (JNET) Interlocal Agreement.

I recommend approval of Director Hitt's request to continue as a member of JNET. Your consideration and concurrence is appreciated.

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Elmer J. Hitt, Director of Police and Fire Services 

**DATE:** January 11, 2022

**RECOMMENDATION:** Approve JNET Interlocal Agreement

---

## SUMMARY

The Jackson Narcotics Enforcement Team (JNET) is a multi-jurisdictional task force whose focus is drug interdiction. The team is comprised of members of the Michigan State Police, Jackson County Sheriff's Department, and Jackson Police Department.

## BUDGETARY CONSIDERATIONS

The Jackson Police Department currently has one officer assigned to JNET. No new budget adjustments are necessary.

## HISTORY, BACKGROUND and DISCUSSION

JNET has been in existence for more than 16 years, and has been quite successful. In order to continue with the task force, the attached Interlocal Agreement must be signed each year by the organizations whose employees are part of the team.

## DISCUSSION OF THE ISSUE

The Agreement has remained the same for many years. No changes were made from the Agreement that was approved and executed for 2021.

## POSITION

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

---

ATTACHMENT

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

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

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

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

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

**ARTICLE I**

**OPERATIONAL PROCEDURES AND GUIDELINES**

**I. PURPOSE**

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

**II. COMMAND BOARD**

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

**III. OPERATION POLICIES AND PROCEDURES**

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

#### IV. PERSONNEL AND COMPENSATION

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

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

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

#### V. COMMANDER

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

#### VI. LIABILITY AND INSURANCE

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

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

## VII. JURISDICTION

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

### **ARTICLE II FORFEITURE PROCEDURES AND DISPOSITION OF PROPERTY SEIZED**

#### I. FORFEITURES PURSUANT TO THE CONTROLLED SUBSTANCE ACT

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

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

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

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

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

## II. CUSTODIAN OF SEIZED AND FORFEITED MONIES AND PROPERTY

The County of Jackson shall be the custodian of all seized and forfeited monies for purposes stated under MCL 333.7524. All such money received by the County of Jackson shall be placed in a "Drug Law Enforcement Fund 265 Account." The County shall establish two such accounts: (1) A "Pending" non-adjudicated forfeiture account in which shall be placed all seized (except evidence) monies prior to settlement or judicial adjudication. Monies shall not be disbursed from said "Pending" account unless the County receives an Administrative Order (Declaration of Administrative Forfeiture), a Stipulation of Out-of-Court Settlement, a Judgment of Forfeiture, or a Court Order authorizing the release of said monies; (2) A "Revenue" account which shall contain forfeited monies, proceeds from the sales of forfeited real and personal property, a court ordered restitution receipts, and any other miscellaneous income received by JNET or the Command Board.

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

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

## III. DUTIES AND FUNCTIONS OF THE COUNTY OF JACKSON

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

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

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

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

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

**ARTICLE III**

**WITHDRAWAL; TERMINATION**

**I. WITHDRAWAL FROM AGREEMENT**

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

**II. DISTRIBUTION OF FORFEITURE ASSETS UPON WITHDRAWAL**

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

**III. DISTRIBUTION OF FORFEITURE ASSETS UPON TERMINATION**

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

**IV. Revocation of Prior Agreements:**

This agreement rescinds all previous agreements.

Date: \_\_\_\_\_

\_\_\_\_\_  
Michigan Department of State Police

Date: \_\_\_\_\_

\_\_\_\_\_  
Jackson County Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager, City of Jackson

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Jackson County Sheriff Department

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Jackson Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Jackson County Prosecutor

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** January 11, 2022

**SUBJECT:** Approve the sale of City Owned properties located at 224 N. Durand Street and 225 N. Higby Street to The Cooley Agency, d/b/a, The Parlour.

---

Recommendation: Approve the sale of City owned properties located at 224 N. Durand Street and 225 N. Higby Street to The Cooley Agency, d/b/a, The Parlour. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

Attached is a report from Lisa Moutinho. Your consideration and concurrence is appreciated.

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** January 11, 2022

**SUBJECT:** Approve the sale of City Owned properties located at 224 N. Durand Street and 225 N. Higby Street to The Cooley Agency, d/b/a, The Parlour.

---

Recommendation: Approve the sale of City owned properties located at 224 N. Durand Street and 225 N. Higby Street to The Cooley Agency, d/b/a, The Parlour. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

Attached is a report from Lisa Moutinho. Your consideration and concurrence is appreciated.

PROPERTY TRANSFER AND  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 ("City"), and The Cooley Agency, d/b/a, The Parlour, whose address is 1401 Daniel Road, Jackson, MI 49202 and referred to as "Developer" ("Developer"),

WITNESSETH:

WHEREAS, the City is the owner of real properties in City of Jackson commonly known as 224 N. Durand Street and 225 N. Higby Street, Jackson, MI 49202, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Property"; and

WHEREAS, Developer owns and operates The Parlour in the City of Jackson; and

WHEREAS, Developer desires to purchase the Property from the City to build 'Parlour Park', outdoor seating and high quality playground equipment for families to visit; and

WHEREAS, Developer will abide by the terms set forth in this Agreement and pay the City SEVEN HUNDRED FIFTY DOLLARS AND no/100 (\$750.00) in consideration for the City transferring ownership of the Property to Developer; and

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

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

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

1. RECITALS. The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.
2. TRANSFER OF PROPERTY. Upon execution of the Development Agreement by Developer and the City, and the Developer paying the City the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.
3. COMBINING LOTS. Developer agrees to combine 224 N. Durand Street and 225 N. Higby Street into a single parcel through the City of Jackson Assessor's Office procedure before making any repairs identified in Exhibit B.
4. IMPROVEMENTS BY DEVELOPER. Developer shall be required to make the improvements contained in Exhibit B by the date(s) listed on Exhibit B. In addition should Developer wish to make improvements to Property, all improvements and repairs shall be performed in a workmanlike manner. All improvements and repairs shall be in compliance with local code requirements and all applicable ordinances and regulations of the City of Jackson.
5. TAXES. Developer will keep current on all taxes assessed on the Property.
6. FAILURE TO FOLLOW CITY OF JACKSON CODE OF ORDINANCES

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

7. DEFAULT AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS.

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

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

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

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

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

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

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

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

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

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

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

If to the City, to:           City of Jackson  
161 West Michigan Avenue  
Jackson, MI 49201  
Attention: City Manager

With a copy to:           City of Jackson  
161 West Michigan Avenue  
Jackson, MI 49201  
Attention: City Attorney

If to Developer, to:       The Cooley Agency  
d/b/a The Parlour  
Mark Cooley, Agent  
1401 Daniel Road  
Jackson, MI 49202

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE CITY OF JACKSON**

\_\_\_\_\_

Jonathan Greene  
City Manager

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me in Jackson County, Michigan this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Jonathan Greene, the City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public,  
Jackson County, Michigan  
My Commission Expires: \_\_\_\_\_

**DEVELOPER**

The Cooley Agency, d/b/a, The Parlour

By: \_\_\_\_\_  
Mark Cooley  
Its: Agent

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me in Jackson County, Michigan this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Mark Cooley, as an agent of The Cooley Agency, d/b/a, The Parlour.

\_\_\_\_\_  
Notary Public,  
Jackson County, Michigan  
My Commission Expires: \_\_\_\_\_

EXHIBIT A - DESCRIPTION OF REAL PROPERTY

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

LOT 119 WILLIAMSON'S ADD

Commonly known as: 224 N. DURAND STREET, JACKSON, MI  
49202

Parcel/Tax ID#: 2-045100000

And

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

LOT 130 WILLIAMSON'S ADDITION

Commonly known as 225 N. HIGBY STREET, JACKSON, MI 49202

Parcel/Tax ID#: 2-046100000

## EXHIBIT B- LIST OF IMPROVEMENTS

Property: 224 N. Durand Street & 225 N. Higby Street

Within 12 months of purchase, install outdoor seating and high quality playground equipment, surrounded by a 6' vinyl fence. All improvements and repairs shall be performed in a workmanlike manner. All improvements and repairs shall be in compliance with local code requirements and all applicable ordinances and regulations of the City of Jackson.

## PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **City of Jackson**, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, MI 49201 (Seller), and **The Cooley Agency**, d/b/a The Parlour, whose address is 1401 Daniel Road, Jackson, MI 49202 (Buyer), agree to sell and purchase by quit claim deed the following real estate located in the City of Jackson, Jackson County, Michigan, described as follows:

See Exhibit A attached

Commonly known as 224 N. Durand Street and 225 N. Higby Street (the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay SEVEN HUNDRED TWENTY FIVE DOLLARS (the Purchase Price) , subject to building and use restrictions and easements, if any, and zoning ordinances, if any, on the following conditions:

### 1. EVIDENCE OF TITLE

Buyer and Seller agree that evidence of title will not be required for this real estate transaction.

### 2. TITLE OBJECTIONS

Buyer and Seller agree that no objections can be made as to the marketability of title to the Property after the execution of this Purchase Agreement.

### 3. EARNEST MONEY DEPOSIT

No earnest money deposit shall be required from the Buyer.

### 4. TAXES AND PRORATED ITEMS

All taxes which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Seller shall be responsible for payment of all installments due on or before closing for any special assessment against the Property. Buyer shall be responsible for payment of all installments due after closing on any special assessment against the Property. If any special assessment must be paid in full at closing, Buyer shall make such payment at closing.

### 5. IMPROVEMENTS

There currently are not any residential structures on this property and the property is vacant land.

## 6. CLOSING

Closing shall take place at the office of the City Attorney on or after November 10, 2021.

## 7. PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed. The parties agree that the City shall prepare the required Deed and closing documents necessary to complete this transaction.

## 8. POSSESSION

Possession of the Property shall be given immediately at closing.

## 9. INSPECTION CONTINGENCY

This offer is contingent on the Buyer, at the Buyer's option, having the land and its structures examined for physical condition including, but not limited to, satisfactory foundations; drainage; grading; and construction; by a contractor/professional inspector of Buyer's own choice and at Buyer's own expense within five (5) days of the Effective Date (as defined below). Unless Buyer notifies Seller, in writing, within seven (7) days of the Effective Date (as defined below) that Buyer has substantial cause to be dissatisfied with the results of such examinations, and which writing shall specifically recite the causes of such dissatisfaction, Buyer will be conclusively presumed to accept the condition of the premises "AS IS." If Buyer duly notifies Seller of Buyer's dissatisfaction, Seller shall have the option of providing for the making of the required repair or declaring this Agreement null and void. For the purpose of this Property Inspection Contingency, no individual cause for dissatisfaction costing less **than One Thousand and NO/100 (\$1,000.00) Dollars** to repair, as determined by the reasonable estimate of Seller's contractor, shall constitute "substantial cause to be dissatisfied."

Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer has received this form and has certified its accuracy prior to the closing on the Property. Buyer further acknowledges their agreement that all provisions relating to acceptance of the Property in "AS IS — WHERE IS, WITH ALL FAULTS" applies to any condition on or in the Property relating to the presence of lead.

## 10. CONDITION OF PROPERTY

Buyer acknowledges and agrees that the Property shall be sold, and Buyer shall accept possession of the real property on the Closing Date, "AS IS- WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price, and Buyer shall assume the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by Buyer's investigations during the Due Diligence Period or otherwise. Seller nor their respective officials, officers, employees, agents, representatives, successors or assigns (each, a "Seller's Representative" and, collectively, "Seller's Representative's") have or shall be deemed to have made any representations or warranties, express or implied, regarding the Property or any matters

affecting the Property, including without limitation the physical condition of the Property, title to or boundaries of the Property, soil conditions, the presence or absence, location or scope of any Hazardous Materials in, at, or under the Property, compliance with building, health, safety, land use or zoning laws, other engineering characteristics, traffic patterns and all other information pertaining to Property. Buyer moreover acknowledges (i) that Buyer is a sophisticated purchaser, knowledgeable and experience in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property, (ii) that Buyer has entered into this Agreement in reliance on its own (or its experts') investigation of the physical, environmental, economic and legal condition of the Property, and (iii) that Buyer is not relying upon any representation or warranty concerning the Property made by Seller or Seller's Representatives other than as expressly set forth. Seller shall not have any liability of any kind or nature for any subsequently discovered defects in the Property whether those defects were latent or patent.

#### 11. LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property is as described in Exhibit A of this Purchase Agreement.

#### 12. BUYER'S DEFAULT

If Buyer fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Buyer as herein expressly permitted, Seller shall have the right, in its sole discretion, to (a) terminate this Agreement, and/or (b) enforce specific performance of Buyer's obligation to execute the documents and pay the Purchase Price required for Seller to convey the Property to Buyer. Seller shall give 10 days' notice and an opportunity to cure any breach by Buyer occurring less than 10 days prior to the agreed upon date of Closing. Notwithstanding the foregoing, in the event that Buyer fails to develop the Property in accordance with a Development Agreement executed by the Parties, Seller shall have the right to re-enter and re-possess the Property and to retain the Purchase Price.

#### 13. SELLER'S DEFAULT

If Seller defaults under this Agreement, Buyer may, at Buyer's option, either declare this Agreement null and void and or pursue all legal and equitable remedies available to Buyer under Michigan law.

#### 14. RISK OF LOSS

The risk of loss shall remain with the Seller until title transfer. Should such property be substantially damaged by fire or other casualty prior to filing the Deed, the Buyer shall have the option to void this agreement in which event all earnest monies shall be returned to the buyer and such agreement shall become null and void, or have such insurance proceeds deposited into escrow thereupon the purchase.

## 15. BUYER'S ACCESS TO PROPERTY

While this Agreement remains in effect, Buyer and Buyer's representatives shall have the right to enter upon the Property for the purpose of inspecting the Property and making engineering tests and other investigations, inspections and tests related to Buyer's development of the Property.

## 16. BINDING AGREEMENT

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties. Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller under this Agreement.

## 17. TIME OF THE ESSENCE

Time is of the essence of this Agreement, but Buyer may waive this provision for the purpose of curing title defects,

## 18. BROKERS

Seller and Buyer represent and warrant to each other that they have not used or employed the services of any real estate brokers, sales agents, or finders in connection with the purchase and sale of the Property, and that any commissions owed to any broker, sales agent or finder shall be the sole responsibility of Buyer. Other than commissions owed to, if any, which shall be paid by Buyer, Seller and Buyer agree to indemnify, defend, and hold one another harmless with respect to any broker's commissions and/or finder's fees which are asserted or may become due as a result of the purchase and sale of the Property.

## 19. DEVELOPMENT AGREEMENT

Buyer and Seller agree to execute a Development Agreement contemporaneously with this Purchase Agreement outlining the requirements of Buyer in development of the Property after purchase.

## 20. NOTICES

All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller, Buyer or Title Company may be required or desire to give pursuant to, under or by virtue of this Agreement must be in writing and sent by (i) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (ii) nationally-recognized courier guaranteeing next business day delivery, addressed as follows:

If to Seller:

City of Jackson  
Attn: City Manager  
161 W Michigan Ave  
Jackson, MI 49201

With a Copy to:

City of Jackson  
Attn: City Attorney  
161 W. Michigan Ave  
Jackson, MI 49201

If to Buyer:

The Cooley Agency  
d/b/a, The Parlour  
Mark Cooley, Agent  
1401 Daniel Road  
Jackson, MI 49202

## 21. GENERAL CONDITIONS

The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained. This Agreement may be executed in a number of identical counterparts, each of which shall be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one agreement. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable.

## 22. FURTHER ASSURANCES

Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party.

## 23. INDEMNIFICATION

The Buyer agrees to release Seller, its agents, officials and employees from, and shall indemnify and save harmless the Seller, its agents, officials and employees against and, from all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Seller by reason of the following occurring during the term of this Agreement and particularly, but not solely, during the Inspection Period: any negligent or tortuous act or omission of the Buyer or its agents, employees or assigns resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible and/or real property, including the loss of use therefrom.

## 24. ALL AGREEMENTS IN WRITING

The parties agree that this Purchase Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer.

## 25. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Michigan and shall be in Jackson County, Michigan.

## 26. EFFECTIVE DATE

The effective date of this Agreement, i.e., the date on which the timing provisions and contingencies of this Agreement begin (the Effective Date), shall be the date on which the last person to sign this document shall have signed the document. If the parties fail to insert the date they signed this Agreement beneath their signatures below, the Effective Date shall be the date on which Buyer received a fully executed copy of this document. It is therefore very important for each person signing this document to place the date of signing in the space provided below his or her signature.

## 27. CONTINGENCIES

The obligations of this Purchase Agreement are contingent upon the occurrence of the following occurring on or before closing:

- a. Execution of a Development Agreement by both Seller and Buyer prior to the closing date.

If the foregoing contingency fail to occur, Seller may declare this Agreement null and void.

## 28. CITY COUNCIL AUTHORIZATION

Notwithstanding any other provision, this Agreement is subject to the approval of the City of Jackson City Council.

## 29. ENTIRE AGREEMENT

The parties agree that this Purchase Agreement contains the entire agreement between Seller and Buyer and that there are no agreements, representations, statements, or understandings which have been relied on by the parties to this Purchase Agreement which are not stated in this Purchase Agreement.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

Buyer: The Cooley Agency

Seller: City of Jackson

\_\_\_\_\_  
Mark Cooley  
Its: Agent

\_\_\_\_\_  
Jonathan Greene  
City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

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

LOT 119 WILLIAMSON'S ADD

Commonly known as: 224 N. DURAND STREET, JACKSON, MI  
49202

Parcel/Tax ID#: 2-045100000

AND

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

LOT 130 WILLIAMSON'S ADDITION

Commonly known as: 225 N. HIGBY STREET, JACKSON, MI 49202

Parcel/Tax ID#: 2-046100000

EXHIBIT B

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

(See Attached)

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** January 11, 2022  
**SUBJECT:** **Consideration of first reading for adoption of the revised City of Jackson Sewer Use Ordinance. (SUO)**

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**Recommendation:**

Adopt for first reading the newly revised Sewer Use Ordinance. (SUO)

Attached is the newly revised SUO along with the executive summary prepared by attorney George Davis, special legal counsel.

Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Michael Osborn, Director of Public Works

**DATE:** January 11, 2022

**RECOMMENDATION:** Adopt for first reading for the newly revised Sewer Use Ordinance.

## SUMMARY

The proposed new Sewer Use and Pretreatment Ordinance has been developed over a period of several years with review by and input from the Department of Public Works, the City's Wastewater Treatment Plant, and the City Attorney's Office. At the beginning of the process, the City also retained the services of special legal counsel with extensive experience and specialization in wastewater, industrial pretreatment program ("IPP"), and sewer use ordinance matters to assist the City to prepare the ordinance. Public notification was required. The newly proposed SUO was submitted to Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), and noticed published in the Jackson Citizen Patriot for a month starting on June 27<sup>th</sup>. There were no comments, so EGLE issued their approval letter.

## BUDGETARY CONSIDERATIONS

Not applicable.

## HISTORY, BACKGROUND and DISCUSSION

Working with special legal counsel, the City identified a number of different provisions that City personnel would like to see in the new ordinance to address problems that had arisen when applying the current language of the ordinance to past situations; and also provisions that City personnel would like to add to the ordinance to increase the City's flexibility to deal with various types of matters involving users of the sewer system moving forward. Accordingly, rather than undertake an extensive further "patching" of the current ordinance that would be necessary to correct the many issues noted above, the ordinance has been rewritten and reorganized. Current provisions that deal with various requirements and programs the City wants to retain or that are unique to the City's sewer-related practices and circumstances have been carried over and integrated with recommended revisions into the proposed new ordinance.

To the extent possible, similar subjects have been grouped together in proximity to one another to make the ordinance easier to administer and also more user-friendly for City users that need to determine what requirements apply to their discharges. A number of new administrative and enforcement provisions have been added to ensure that the City has the necessary authority and maximum flexibility to effectively and efficiently address every day IPP-related issues that may arise, and be well-equipped to face new challenges to the City's public sewer and treatment systems emerging now and into the future. A few examples of these new provisions include Best Management Practice (BMP) provisions so that BMPs can be readily incorporated in user permits; pollutant reduction plan provisions to help deal with unique and unusual circumstances such as discharges of mercury and PFAS; provisions allowing the development of Special Alternative Limits (SALs) to provide more flexibility in meeting user specific needs for particular pollutants; and provisions regarding grease traps and interceptors to help minimize sewer clogs and basement backups. The authority of the City to issue violation notices, issue orders, and assess municipal civil infraction fines,

combined with an expanded informal administrative appeals process, has also been added to maximize the opportunities for the City and users to resolve enforcement proceedings or other disputes early and on an informal basis and to minimize the necessity for court proceedings.

In general, language has been revised or added throughout the proposed ordinance to clarify, supplement, expand, and improve the City's authority to effectively administer and implement the ordinance and protect the POTW; to ensure compliance with the City's NPDES permit; to minimize the likelihood of a successful challenge to the City's enforcement activities; to encourage efficient and economic resolution of enforcement proceedings on an informal administrative basis without court involvement; and to comply with all applicable state and federal laws. The proposed new ordinance has been submitted to and approved by EGLE, a prerequisite to being enacted by the City Council.

## POSITIONS

Adopt for first reading for the newly revised Sewer Use Ordinance. (SUO)

Proposed New City of Jackson Sewer Use Ordinance (SUO)

Prepared by Special Legal Counsel George Davis  
11-26-21

*(Summary of principal reasons why the new ordinance is necessary)*

Current SUO provisions are out of date and are not consistent with current state/federal laws.

The current SUO was primarily adopted in the 1990s. The current ordinance provisions are out of date and are not consistent with the requirements of state and federal pretreatment laws and regulations that are now applicable.

The proposed new SUO provisions are completely up to date and consistent with all current requirements of state and federal pretreatment laws and regulations. The new SUO provisions were reviewed and approved by EGLE in 2021.

Current numeric discharge limits are out of date and are not representative of current conditions.

The current numeric discharge limits (“local limits”) were developed in 1999 based on conditions at that time (more than 20 years ago). The limits are out of date and are not representative of current discharges by industrial users to the City’s WWTP.

The City’s NPDES permit requires that the WWTP’s discharge limits must be based on a technical evaluation and analysis of representative data and current actual conditions.

The proposed new discharge limits prepared by the City’s consulting engineers (AECOM and Fishbeck) meet these NPDES requirements. The proposed new discharge limits were reviewed and approved by EGLE in 2021.

The City’s failure to proceed to adopt the new SUO and new discharge limits could subject the City to enforcement action by EGLE for failure to comply with the NPDES permit requirements and for failure to implement the City’s approved industrial pretreatment program (“IPP”).

Municipal civil infraction authority does not meet current state/federal requirements.

The current sewer use ordinance provides for authority to impose a municipal civil infraction fine of *up to* \$1000 per day per violation. State and Federal pretreatment laws require the City to have the authority to impose a fine of *at least* \$1000 per day per violation. The proposed new ordinance adds this authority, including escalated fines for repeat offenses.

New tools have been added that allow the City more flexibility in administering its IPP.

In addition to the items above that must be amended to be consistent with applicable laws and regulations, provisions have been added to the proposed new ordinance to ensure that the City has the maximum flexibility and necessary authority to (1) effectively and efficiently address everyday IPP-related issues that may arise, (2) respond to specific discharge needs of its users, and (3) be well-equipped to face new challenges to the City's sewer system and WWTP emerging now and into the future. Some examples of these new "tools" are as follows:

*SALs:* Authority has been added to allow the development of Special Alternative Limits (SALs) to provide the City more flexibility in meeting user-specific needs for particular pollutant parameters.

*PRPs:* Authority has been added to allow users to develop Pollutant Reduction Plans to help users deal with circumstances where achieving full and timely compliance is difficult such as for discharges of mercury or PFAS; and to allow holding enforcement responses in abeyance while users are implementing an approved PRP.

*BMPs:* Authority has been added to allow Best Management Practice provisions to be added to discharge permits and for the development of BMP Plans to help control wastewater discharges to the WWTP and to prevent, minimize or reduce the introduction of pollutants into the user's discharge and to minimize waste generation through implementation of user strategies, methods, policies, and procedures.

*FOG:* New provisions have been added regarding requirements for fats, oil, and grease traps and interceptors where necessary to help minimize sewer clogs and basement backups.

*Administrative Appeals:* The administrative appeal provisions have been revised to provide for an expanded informal appeals process to maximize the opportunities for the City and users to efficiently and economically resolve enforcement proceedings or other disputes early and on an informal basis and minimize the necessity for court proceedings.

Revision and Reorganization of SUO – In General.

Overall, the sewer use ordinance has been revised to remove provisions that are incorrect, inconsistent, ambiguous, outdated, or no longer applicable, and as necessary to comply with current requirements of state and federal laws and regulations. Further, there are organizational issues with the current ordinance with provisions scattered throughout the current ordinance that deal with the same or similar subject matter in several different places, sometimes inconsistently. To the extent possible, the proposed new ordinance groups similar subjects together in proximity to one another to make the ordinance easier to administer and more user-friendly for City users that need to determine what requirements apply to their discharges.

## **City of Jackson**

### **New Sewer Use Ordinance Executive Summary**

**11-12-21**

A proposed new “Sewer Use and Pretreatment” ordinance has been written to replace in its entirety current Article III (“Wastewater System”) of Chapter 27 (“Water and Sewer”) of Part II (“Utilities and Services”) of Part II of the City of Jackson Code of Ordinances.

The proposed new Sewer Use and Pretreatment ordinance has been developed over a period of several years with review by and input from the Department of Public Works, the City’s Wastewater Treatment Plant, and the City Attorney’s Office. At the beginning of the process, the City also retained the services of special legal counsel with extensive experience and specialization in wastewater, industrial pretreatment program (“IPP”), and sewer use ordinance matters to assist the City to prepare the ordinance.

The current Article III provisions were enacted primarily in the 1990s with some minor revisions in the early 2000s. Following an initial legal and technical review of the current Article III, it became apparent that a large number of changes would be required in order to revise or remove provisions that are incorrect, inconsistent, ambiguous, outdated, or no longer applicable, and to comply with current requirements of state and federal laws and regulations. Further, there are organizational issues with the current ordinance and provisions scattered throughout the current ordinance that deal with the same or similar subject matter in several different places, sometimes inconsistently.

Working with special legal counsel, the City identified a number of different provisions that City personnel would like to see in the new ordinance to address problems that had arisen when applying the current language of the ordinance to past situations; and also provisions that City personnel would like to add to the ordinance to increase the City’s flexibility to deal with various types of matters involving users of the sewer system moving forward.

Accordingly, rather than undertake an extensive further “patching” of the current ordinance that would be necessary to correct the many issues noted above, the ordinance has been rewritten and reorganized. Current provisions that deal with various requirements and programs the City wants to retain or that are unique to the City’s sewer-related practices and circumstances have been carried over and integrated with recommended revisions into the proposed new ordinance. To the extent possible, similar subjects have been grouped together in proximity to one another to make the ordinance easier to administer and also more user-friendly for City users that need to determine what requirements apply to their discharges.

A number of new administrative and enforcement provisions have been added to ensure that the City has the necessary authority and maximum flexibility to effectively and efficiently address everyday IPP-related issues that may arise, and be well-equipped to face new challenges to the City’s public sewer and treatment systems emerging now and into the future. A few examples of

these new provisions include Best Management Practice (BMP) provisions so that BMPs can be readily incorporated in user permits; pollutant reduction plan provisions to help deal with unique and unusual circumstances such as discharges of mercury and PFAS; provisions allowing the development of Special Alternative Limits (SALs) to provide more flexibility in meeting user-specific needs for particular pollutants; and provisions regarding grease traps and interceptors to help minimize sewer clogs and basement backups. The authority of the City to issue violation notices, issue orders, and assess municipal civil infraction fines, combined with an expanded informal administrative appeals process, has also been added to maximize the opportunities for the City and users to resolve enforcement proceedings or other disputes early and on an informal basis and to minimize the necessity for court proceedings.

In general, language has been revised or added throughout the proposed ordinance to clarify, supplement, expand, and improve the City's authority to effectively administer and implement the ordinance and protect the POTW; to ensure compliance with the City's NPDES permit; to minimize the likelihood of a successful challenge to the City's enforcement activities; to encourage efficient and economic resolution of enforcement proceedings on an informal administrative basis without court involvement; and to comply with all applicable state and federal laws.

The proposed new ordinance has been submitted to and approved by the Michigan Department of Environment, Great Lakes, and Energy ("EGLE") to be enacted by the City Council.

A section-by-section overview of the proposed new ordinance is set forth below. It is not intended to be an exhaustive listing of all of the subjects addressed by the ordinance. For more detailed information, please consult the ordinance's table of contents and/or the text of the ordinance itself.

**Section 27-71.           General Provisions; Definitions**

Section 27-71.01 sets forth the purpose and scope of the ordinance; and the definitions of terms used throughout the ordinance.

*Purpose and Scope:*

(Note: The City's sewer system and the City's WWTP are collectively referred to as the publicly owned treatment works ("POTW").

The purposes of the ordinance include the following:

To establish uniform requirements for discharges by all users to the POTW, and to enable the City to comply with the City's NPDES Permit and applicable State and Federal laws;

To prevent the discharge of wastewater or pollutants into the POTW that do not meet applicable pretreatment standards and requirements, that could interfere with the operation of the POTW, that could pass through the POTW into the receiving waters or the atmosphere, the environment, or otherwise be incompatible with the POTW, that could inhibit or disrupt the POTW's processing, use, or disposal of sludge, that could cause health or safety problems for POTW workers, or that could result in a violation of the City's NPDES permit or of other applicable laws and regulations;

To regulate the discharge of wastewater and/or pollutants to the POTW or the environment and to enforce the requirements of the ordinance through the issuance of permits and through other means as provided by the ordinance;

To authorize and require all inspection, monitoring, reporting and enforcement activities as necessary to ensure compliance with applicable pretreatment standards and requirements and other applicable laws and regulations;

To provide for the equitable distribution and recovery of costs from users of the POTW sufficient to administer regulatory activities; and

To otherwise protect the public health, safety, and welfare, and the environment.

*Scope:*

The ordinance applies to all discharges by any person to the POTW. The ordinance also applies to any person owning, using, constructing, or maintaining any private system or facility intended or used for the disposal of sewage or wastewater within the City or under the City's jurisdiction.

The ordinance requires any other local unit of government that discharges into the POTW (or that has users or premises that discharge into the POTW), as a condition to discharge: (1) to adopt and keep up-to-date a sewer use ordinance substantially identical to the City's ordinance with respect to IPP-related provisions that apply to discharges to the POTW and to designate the City to act as the local unit's agent for purposes of administering and enforcing the those IPP-related provisions within the local unit; and (2) to enter into an interjurisdictional agreement with the City that allows the City, as the designated control authority for the POTW, to implement and enforce its IPP-related provisions with regard to users throughout the City's service area and regardless of jurisdictional or political boundaries.

The ordinance makes it unlawful for any person to discharge any wastewater or pollutant to the POTW or to any storm sewer or natural outlet within the City or in any area under the jurisdiction of the City, except in full and timely compliance with the provisions of the ordinance and other applicable laws and regulations. If any User discharges or proposes to discharge wastewaters or pollutants that are prohibited or limited by the ordinance, the City may take any action as provided by the ordinance or other applicable laws or regulations to assure and require compliance with the provisions of the ordinance.

*Definitions:*

Section 27-71.02 contains the main definition section for the ordinance. The definitions have been updated to conform with current laws and regulations. There are additional definitions in other Sections where the terms used pertain specifically to the subject matter being addressed by those Sections.

**Section 27-72. Use Of Public Sewers Required; General Discharge Prohibitions**

Section 27-72.01 includes a declaration that a public sanitary sewer system is essential to the health, safety, and welfare of the people of the City, and further, that septic tanks or other similar private wastewater disposal systems are subject to failure that creates the potential for transmission of disease and a threat to the quality of surface and subsurface waters.

Section 27-72.02 provides that it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other private facility intended or used for disposal of wastewater

Section 27-72.03 requires that where public sewer is or becomes available, a property served by a private wastewater disposal system must connect to the public sewer and abandon the private system in accordance with applicable City, County, and State requirements. If public sewer is not available, a private wastewater disposal system must conform with the permitting and construction requirements provided by this Section and by other applicable City, County, and State requirements.

Section 27-72.04 contains general prohibitions against disposing of wastewater except by discharging into an approved connection to a public sanitary sewer where available or an approved private wastewater disposal system, or by disposing of such waste in accordance with other applicable local, state, and federal laws and regulations.

Section 27-72.05 contains general prohibitions against discharging polluted or unpolluted water without required approvals, permits, and/or treatment.

**Section 27-73. Private Wastewater Disposal**

Section 27-73 contains requirements applicable to private wastewater treatment and disposal, including public health requirements of the City, County, State, or other governmental entities.

**Section 27-74. Building Sewers and Connections**

Section 27-74 contains requirements applicable to sewer connections, connection permits, and connection costs. It also includes requirements applicable to sewer connections where there are multiple buildings or separate uses within buildings; existing building sewers for use with new buildings; building sewer construction specifications; building sewer elevations and locations; and other building sewer matters. It includes a prohibition against discharging roof downspouts, foundation drains, or other sources of surface runoff or groundwater to building drains or sewers that discharge to the POTW.

**Section 27-75. Conditions of Service**

This Section sets forth the responsibilities and liabilities for private sewer lines; water and wastewater meter requirements; City liability for broken sewers or service interruptions; and service inspections.

**Section 27-76.            Regulation Of Discharges To The POTW**

Section 27-76.01 prohibits discharges that do not comply with specified general and specific discharge prohibitions and limits (narrative and numeric), including discharges that interfere with the wastewater treatment processes or “pass-through” the WWTP; sets forth the minimum requirements for a user discharges to the POTW; requires compliance with applicable state and federal pretreatment standards and requirements; and authorizes the WWTP to refuse or condition discharge of wastewater that does not meet applicable standards and requirements.

This Section also provides authorization to develop:

Headworks Mass Limits to be used in place of the standard concentration limits or SAL concentration limits.

Special Alternative Limits (“SALs”) in place of one or more pollutant parameters discharged by individual nondomestic users to the POTW as specified in a user’s permit; and

Pollutant Reduction Plans for any regulated pollutants (including, but not limited to, mercury, PCBs, and PFAS) discharged by a user that may cause interference or pass through; adversely impact the POTW, its processes or beneficial use of biosolids; cause noncompliance with applicable federal or state laws or regulations; cause the POTW to violate its NPDES permit, or otherwise fail to meet the purposes and objectives of the ordinance. Pollutant Reduction Plans shall include requirements and conditions regarding user source identification; best management practices; schedules of compliance; monitoring, sampling and analysis; reporting; treatment system for removal of the pollutant from the discharged wastewater; and other requirements and conditions as determined necessary by the City Manager. There is also authority to hold enforcement in abeyance under certain circumstances and if a user has developed and is in compliance with an approved Pollutant Reduction Plan.

This Section also has provisions regarding required compliance and deadlines for compliance with applicable pretreatment standards and requirements and other applicable laws and regulations (Section 26-76.02); the City’s right to revise prohibitions, limitations, standards, or requirements as necessary to meet the purposes of the Ordinance (Section 26-76.03); the right to refuse or condition discharges (Section 26-76.04); the applicability of the more restrictive standards and requirements to user discharges (Section 26-76.05); and the prohibition against dilution as a substitute for treatment (Section 26-76.06).

**Section 27-77.            User Permits**

This Section sets forth the procedures and requirements to issue discharge permits to nondomestic users that meet certain criteria (e.g., significant industrial users) and the authority to issue general permits to other users where there is the potential for those users’ discharges to adversely impact the sewers or treatment processes. It includes permit application requirements; provisions regarding permit issuance or denial; authority for permit conditions and permit discharge limits; and provisions for permit duration, modification, reissuance, suspension, revocation, transfer, permit fees, and appeals.

**Section 27-78. Reporting And Notice Requirements**

This Section requires nondomestic users to comply with reporting, notice, record-keeping, and signature and certification requirements with respect their discharges to the POTW. It includes reports required by state and federal laws for categorical users subject to categorical pretreatment standards and requirements; non-categorical user reports; and user notices of such things as potential problems, violation of pretreatment standards, and discharges of hazardous wastes. It contains requirements that apply to all required reports, notifications, and written submissions, including user signature and certification requirements.

**Section 27-79. Sampling, Analysis, And Monitoring Requirements**

This Section provides the minimum requirements for sampling, analysis, and monitoring for nondomestic user discharges to the POTW, including provisions related to required sampling and analytical techniques and procedures; sampling frequency, sample types, sampling equipment and location, and sampling costs; self-monitoring; sampling by the POTW; split samples; maintenance, repair, and calibration of sampling equipment; and required sampling structures and devices.

**Section 27-80. Accidental Discharges**

This Section contains the required procedures for nondomestic users to prevent and mitigate the effects of accidental discharges to the POTW. It includes provisions related to designation by each user of the persons in charge of discharges to the POTW; description of chemicals stored, used, or manufactured by the user; secondary containment requirements; pollution incident prevention plans; posting of accidental discharge information; notice of accidental discharge; and slug control plans.

**Section 27-81. Upset And Additional Affirmative Defenses**

This Section sets forth the requirements necessary to establish the upset defense and other affirmative defenses under state and federal laws for noncompliance for various discharge violations.

**Section 27-82. Bypass**

This Section establishes the requirements applicable to bypasses of required pretreatment facilities, including the general bypass prohibition and applicable notice requirements, as provide by state and federal laws.

**Section 27-83. Confidential Information**

This Section contains provision regarding the treatment by the POTW of confidential user information submitted to or obtained by the City in the administration of the ordinance.

**Section 27-84. Records Retention**

This Section sets forth the requirements for nondomestic users to retain and preserve records, including, books, documents, memoranda, reports, correspondence and similar materials, related to matters regulated by the ordinance.

**Section 27-85. Administration Of The POTW**

This Section provides that the operation, maintenance, alteration, repair, and management of the POTW is under the supervision and control of the City. It also sets forth various powers of the WWTP Superintendent with respect to implementation of the ordinance, including various IPP- and enforcement-related actions.

**Section 27-86. User Pollution Controls**

This Section contains the authority to require nondomestic users to provide pretreatment of discharges to the POTW as necessary to meet applicable discharge limits and pretreatment standards and requirements; to require the proper operation and maintenance of pretreatment equipment; to require users to halt or reduce activity to meet applicable standards and requirements; to require users to mitigate adverse impacts of discharges to the POTW; to implement required best management practices; to require fat, oil, and grease interceptors and other required alternate pretreatment technology; to enable the City to comply with applicable state and federal requirements applicable to the discharge mercury containing dental amalgam from dental offices; and to require users to take additional pretreatment measures, as determined necessary by the City.

**Section 27-87. Enforcement**

This Section sets forth the authority of the City to carry out various enforcement related activities consistent with the purposes and intent of the ordinance, including provisions related to: inspection, surveillance and monitoring authority; right of entry; publication of users in significant noncompliance; notices of violation; enforcement orders; municipal civil infractions; criminal penalties; nuisance; cost reimbursement; determination of number of violations; severance or suspension of sewer service; and judicial relief and remedies.

**Section 27-88. Administrative Review And Appeals**

This Section provides informal administrative review and appeal processes for any person aggrieved by a notice of violation, order, final decision, final determination, or other final action taken by the WWTP Superintendent under the ordinance. The Section includes the procedures and requirements to request the informal review or to make a formal appeal to the Wastewater Board of Appeals, including deadlines to request reviews and appeals, required documentation and information, and other matters.

**Section 27-89.           Protection From Damage**

This Section makes it unlawful for any person to break, damage, destroy, uncover, remove, deface or tamper with any structure, appurtenance, equipment, valve, asset, equipment, or infrastructure that is part of the POTW, subject to the sanctions and remedies as provided by the ordinance.

**Section 27-90.           Municipal Liability**

This Section provides that the City is not responsible for interruptions of service due to natural calamities, equipment failures, or the actions of users.

**Section 27-91.           Use Of Public Sewers Conditional**

This Section provides that use of the POTW is conditional upon the user complying with all applicable provisions of the ordinance, the rules and regulations promulgated pursuant to the ordinance, user permits, and all other applicable local, state, and federal laws, rules, regulations, standards and requirements.

**Section 27-92.           Industrial Pretreatment Program Fees**

This Section provides for the recovery from users of the POTW costs that are incurred by the City in connection with the administration and implementation of the City’s IPP established by the ordinance and as required by applicable State and Federal laws and regulations. The IPP fees are established from time-to-time by the City and are set, to the extent possible, to reflect the average cost of providing each IPP service. In addition to the IPP fees established by the City, the ordinance provides for the recovery of additional costs in connection with IPP-related activities undertaken by the POTW with regard to a particular user’s discharges. The IPP fees are separate from, and in addition to, amounts chargeable to users for sewage disposal services, and costs required to be paid or reimbursed to the City and/or the POTW under any other provisions of the ordinance or other laws and regulations.

This Section also includes provisions regarding surcharges for treating handling or treating a discharge of wastewater that contains pollutants in excess of specified surcharge threshold concentrations, loadings, or other applicable limits. These costs may include, but are not limited to, the actual cost of treatment, including chemical, equipment, and personnel costs. Surcharge threshold limits and surcharge rates for any pollutant parameter for which a surcharge is determined appropriate by the WWTP Superintendent are to be established from time to time by resolution of the City Commission

This Section also provides for billing and collection of IPP fees and surcharges.

**Section 27-93.           Sewer Service Charges, Rates, and Fees**

This Section contains provisions regarding the establishment, billing, and collection of charges, rates, and fees for the use of and connection to the POTW.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REPEAL THE EXISTING ARTICLE III (“WASTEWATER SYSTEM”) OF CHAPTER 27 (“WATER AND SEWER”) OF PART II OF THE CITY OF JACKSON CODE OF ORDINANCES, AND TO ENACT A NEW ARTICLE III (“SEWER USE AND PRETREATMENT”) OF CHAPTER 27 (“WATER AND SEWER”) OF PART II OF THE CITY OF JACKSON CODE OF ORDINANCES, TO REGULATE THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, SEWER INSTALLATIONS AND CONNECTIONS, AND DISCHARGES OF WASTEWATER AND POLLUTANTS INTO THE CITY’S PUBLICLY OWNED TREATMENT WORKS (“POTW”); TO REQUIRE PRETREATMENT OF NONDOMESTIC WASTES BY USERS OF THE POTW, USER PERMITS, AND MONITORING AND REPORTING OF USERS; AND TO PROVIDE FOR ENFORCEMENT, PENALTIES, AND OTHER RELIEF FOR VIOLATIONS.**

**THE CITY OF JACKSON, MICHIGAN, ORDAINS:**

**Sec. 1. Repeal of Existing Article III of Chapter 27 of the City of Jackson Code of Ordinances.** The existing Article III (“Wastewater System”) of Chapter 27 (“Water and Sewer”) of the City of Jackson Code of Ordinances is hereby repealed in its entirety.

**Sec. 2. Enactment of new Article III of Chapter 27 of the City of Jackson Code of Ordinances.** A new Article III (“Sewer Use and Pretreatment”) of Chapter 27 (“Water and Sewer”) of the City of Jackson Code of Ordinances is hereby adopted to read in its entirety as follows:

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**ARTICLE III. SEWER USE AND PRETREATMENT**

**Sec. 27-71. GENERAL PROVISIONS**

**Sec. 27-71.01. Purpose and Scope**

- A. The purposes of this Article include, but are not limited to, the following:
1. To establish uniform requirements for discharges by all users to the City of Jackson Publicly Owned Treatment Works (“POTW”), and to enable the City to comply with applicable State and Federal laws as required by the Federal Water Pollution Control Act (also known as the “Clean Water Act”), as amended, 33 USC 1251, et seq.; the General Pretreatment Regulations (40 CFR Part 403); Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., as amended (“Water Resources Protection”); and the rules, Michigan Administrative Code, R 323.2301 et seq., as amended, promulgated pursuant to Sections 3103, 3106 and 3109 of Part 31 of Act 451 of the Public Acts of Michigan of 1994, as amended.
  2. To prevent the discharge of pollutants into the POTW that do not meet applicable pretreatment standards and requirements; that could interfere with the operation of the POTW; that could pass through the POTW into the receiving waters or the atmosphere, the environment, or otherwise be incompatible with the POTW; that could inhibit or disrupt the POTW’s processing, use, or disposal of sludge; that could cause health or safety problems for POTW workers; or that could result in a violation of the City’s NPDES permit or of other applicable laws and regulations.
  3. To improve the opportunity to recycle and reclaim wastewaters and sludges from the POTW.

4. To regulate the discharge of wastewater and/or pollutants to the POTW or the environment and to enforce the requirements of this Article through the issuance of permits and through other means as provided by this Article.
  5. To authorize and require all inspection, monitoring, reporting and enforcement activities as necessary to insure compliance with applicable pretreatment standards and requirements and other applicable laws and regulations.
  6. To provide for the equitable distribution and recovery of costs from users of the POTW sufficient to administer regulatory activities and to meet the costs of the operation, maintenance, repair, replacement, and improvement of the POTW.
  7. To otherwise protect the public health, safety, and welfare, and the environment.
- B. This Article applies to any person, whether located within the City or outside the City, that discharges to the POTW.
- C. This Article also applies to any person owning, using, constructing or maintaining any private system or facility intended or used for the disposal of sewage or wastewater within the City or under the City's jurisdiction.
- D. Any other local unit of government that discharges into the POTW (or that has users or premises that discharge into the POTW) shall, as a condition to discharge:
1. Adopt, and to keep continually in force and up-to-date, an ordinance that, except as specifically provided by this subsection, shall be identical to the sewer use and pretreatment regulations as provided by this Article (and as this Article is amended from time to time by the City). The ordinance adopted by the local unit shall expressly designate, empower and authorize the City to act as the agent and representative of the local unit for purposes of administering and enforcing the local unit's ordinance within the local unit. This shall include, but shall not be limited to, the power and authority of the City, as deemed necessary by the City, to immediately and independently investigate, enforce, and prosecute (administratively or judicially, and civilly or criminally) any violation of the local unit's ordinance or of any notice, order, permit, decision or determination promulgated, issued or made by the WWTP Superintendent under this Article or the local unit's ordinance, and to otherwise implement the requirements of this Article and the local unit's ordinance. The only other deviations and differences permitted between this Article and the local unit's ordinance shall be those that

reflect the fact that the local unit's ordinance is being adopted as an ordinance by the Local Unit, and any other deviations or differences that are approved in advance by the City.

2. Enter into an interjurisdictional agreement with the City that allows the City, as the designated control authority for the POTW, to implement and enforce its industrial pretreatment program, including this Article, with regard to users throughout the City's service area and regardless of jurisdictional or political boundaries.
- E. It shall be unlawful for any person to discharge any wastewater or pollutant to the POTW or to any storm sewer or natural outlet within the City or in any area under the jurisdiction of the City, except in accordance with the provisions of this Article and other applicable laws and regulations.
- F. If any user discharges or proposes to discharge wastewaters or pollutants that are prohibited or limited by this Article, the City may take any action as provided by this Article or other applicable laws or regulations to assure and require compliance with the provisions of this Article.

#### **Sec. 27-71.02. Definitions**

Unless the context specifically indicates otherwise, the following terms shall have the following meanings as used in this Article:

**“Act”** means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC. 1251, et seq.

**“Alternative FOG Pretreatment Technology”** or **“AFPT”** means a device to trap, separate, and hold FOG from wastewater and prevent it from being discharged into the POTW, other than an outdoor FOG interceptor.

**“Authorized Representative.”** When used in reference to a Nondomestic User, “authorized representative” means as follows:

- A. If the user is a corporation, a responsible corporate officer. “Responsible corporate officer” means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to

make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- B. If the user is a partnership or proprietorship, a general partner or proprietor, respectively.
- C. If the user is a federal, state or local governmental entity, the principal executive officer, ranking elected official, or director having responsibility for the overall operation of the discharging facility.
- D. A duly authorized representative of an individual designated in (A), (B) or (C) above, if the representative is responsible for the overall operation of the facilities from which the discharge to the POTW originates.
  - (1) To be considered “duly authorized,” the authorization must be made in writing by an individual designated in (A), (B) or (C) above. The authorization must specify either an individual or a position having responsibility for the overall operation of the facility (such as the position of plant manager, operator of a well or well field, or a position of equivalent responsibility, or having overall responsibility for the environmental matters for the company or entity). The written authorization must be submitted to the WWTP Superintendent prior to or together with any reports to be signed by the authorized representative.
  - (2) If an authorization under (D)(1) above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company or entity, a new written authorization must be submitted to the WWTP Superintendent prior to or together with any reports to be signed by the newly authorized representative.

**“Best Management Practice”** or **“BMP”** means any practice, program, procedure, control, technique or measure (used singularly or in combination), that a user is required to adopt or implement to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants or other substances to the POTW, as determined necessary by the WWTP Superintendent. BMPs include, but are not limited to: schedules of activities; pollution treatment practices or devices; prohibitions of practices; good housekeeping practices; pollution prevention, minimization and

reduction measures; educational practices and programs; maintenance procedures; other management programs, practices or devices; treatment requirements; notice, reporting, and record-keeping requirements; and operating procedures and practices to control or contain site runoff, spillage or leaks, batch discharges, sludge or water disposal, or drainage from product and raw materials storage. BMPs may be structural, non-structural, or both. In determining what BMPs will be required of a user in a particular case, the WWTP Superintendent may consider all relevant technological, economic, practical, and institutional considerations as determined relevant and appropriate by the WWTP Superintendent, consistent with achieving and maintaining compliance with the requirements of this Article and other applicable laws and regulations.

**“BOD”** (denoting Biochemical Oxygen Demand) means the quantity of dissolved oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed in milligrams per liter.

**“Building Drain”** means that part of the lowest horizontal piping of a drainage system that receives the discharge from soil, waste and other drainage pipes inside the walls of a building and conveys it to a building sewer. The building drain shall be deemed to begin 5 feet outside the inner face of the building wall and extending into the building.

**“Building Sewer”** means the extension from the building drain to the public sewer or other place of disposal (such as a grinder pump). The Building Sewer shall be deemed to begin 5 feet outside the inner face of the building wall and extending out to the public sewer or other place of disposal.

**“Bypass”** means the intentional diversion of waste streams from any portion of a user’s treatment process or facility needed for compliance with pretreatment standards or requirements.

**“Calendar Day”** means the full 24-hour period beginning at 12 o’clock midnight of a day and ending at 12 o’clock midnight of the following day.

**“Calendar Month”** means the full period of calendar days beginning at 12 o’clock midnight of the first calendar day of a month and ending at 12 o’clock midnight of the last calendar day in that same month.

**“Categorical Pretreatment Standard”** or **“Categorical Standard”** means any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Clean Water Act, 33 USC 1317, which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

**“Categorical User”** means a user subject to a categorical pretreatment standard.

“**Cesspool**” means an underground pit into which domestic waste is discharged and from which the liquid seeps into the surrounding soil or is otherwise removed.

“**CFR**” means Code of Federal Regulations.

“**Chemical Oxygen Demand**” or “**COD**” means a measure of oxygen-consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specified test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand. Also known as oxygen consumed (OCR) and dichromate oxygen consumed, respectively.

“**City**” means the City of Jackson, Jackson County, Michigan, or the City’s authorized representatives.

“**Compatible Pollutant**” means a pollutant that, as determined by the WWTP Superintendent, is susceptible to effective treatment by the POTW as designed, and which will not interfere with, or pass through, the POTW, and which is otherwise not incompatible with the treatment processes or in excess of the capacity at the POTW. The term “compatible” is a relative concept that must be determined on a case-by-case basis. In determining whether or not a pollutant is compatible with the POTW, the WWTP Superintendent may consider, without limitation, the nature and qualities of the pollutant, and the concentration, mass, and flow rate at which the pollutant is (or is proposed to be) discharged. Thus, for example, even pollutants such as BOD, fats, oils or grease, phosphorous, suspended solids, and fecal coliform bacteria, which may typically be considered “compatible,” may be determined incompatible by the WWTP Superintendent if discharged in concentrations or flows that would cause interference or pass through or exceed the POTW’s capacity. Specifically excluded from the definition of compatible pollutant are “heavy” metals, PCBs, and any pollutants that will likely contribute or cause operational or sludge disposal problems or unacceptable discharges to the receiving waters.

“**Composite Sample**” means a series of individual samples, collected on a flow or time proportional basis, taken at regular intervals over a specific time period and combined into a single sample (formed either by continuous sampling or by mixing discrete samples) representative of the average stream during the sampling period. For categorical sampling, a composite sample shall consist of at least four (4) individual samples taken within a 24-hour period.

“**Cooling Water**” means water used for cooling purposes only, including both contact and non-contact cooling water.

**“Cooling Water (contact)”** means water used for cooling purposes only that may become contaminated or polluted either through the use of water treatment chemicals (such as corrosion inhibitors or biocides) or by direct contact with process materials and/or wastewater.

**“Cooling Water (non-contact)”** means water used for cooling purposes only that has no direct contact with any raw material, intermediate product, final product, or waste, and that does not contain a detectable level of contaminants higher than that of the intake water (for example, the water discharged from uses such as air conditioning, cooling, or refrigeration, or to which the only pollutant added is heat).

**“County Health Department”** means the Jackson County Health Department or its successor agency.

**“Daily Maximum”** means the maximum discharge of pollutants or flow (expressed in terms of concentration, mass loading, pounds, gallons or other unit of measurement) that shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that calendar day (except pH and dissolved oxygen). Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the calendar day. If a composite sample is required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day (except pH and dissolved oxygen). If only one grab sample is collected for a parameter on a given calendar day, the determination whether the daily maximum limitation for that parameter has been exceeded for that calendar day shall be based on the results of that single grab sample.

**“Days”** means, for purposes of computing a period of time prescribed or allowed by this Article, consecutive calendar days.

**“Dilute”** means to weaken, thin down or reduce the concentration of pollutants in wastewater.

**“Discharge”** means the introduction of waste, wastewater, effluent, or pollutants into the POTW, whether intentional or unintentional, and whether directly (such as through an approved sewer connection or other approved discharge point as authorized by this Article) or indirectly (including, but not limited to, sources such as inflow and infiltration).

**“Domestic Septage”** means liquid or solid material removed from a septic tank, cesspool, portable toilet, type III marine sanitation device, or similar storage or treatment works that receives only domestic waste. Domestic septage does not include liquid or solid material removed from a septic tank, cesspool, or similar facility that receives either commercial wastewater or industrial wastewater and does not include grease removed from a grease interceptor, grease trap, or other appurtenance used to retain grease or other fatty substances contained in restaurant waste.

**“Domestic Treatment Plant Septage”** means biosolids generated during the treatment of domestic waste in a treatment works and transported to a receiving facility or managed in accordance with a residuals management program approved by EGLE.

**“Domestic User”** means a user that discharges only segregated normal strength domestic waste into the POTW.

**“Domestic Waste”** means wastewater (or water-carried waste) of human origin generated by personal activities from toilet, kitchen, laundry, or bathing facilities, or by other similar facilities used for household or residential dwelling purposes (“sanitary sewage”). Domestic waste shall not include any waste resulting from industrial or commercial processes, including, without limitation, any hazardous or toxic pollutants. Wastes that emanate from sources other than residential dwelling units may be considered domestic wastes only if they are of the same nature and strength and have the same flow rate characteristics as wastes that emanate from residential dwelling units, as determined by the WWTP Superintendent.

**“Dwelling”** (as in “residential dwelling”) means any structure designed for habitation, including but not limited to houses, mobile homes, apartment buildings, condominiums, and townhouses where each dwelling unit contains, at a minimum, sleeping facilities, a toilet, a bath or shower, and a kitchen.

**“EGLE”** means the Michigan Department of Environment, Great Lakes, and Energy (or any successor agency of EGLE). EGLE was formerly known as the Michigan Department of Environmental Quality or “MDEQ.”

**“Effluent”** means wastewater or other liquid, partially or completely treated, flowing from a reservoir, basin treatment process, treatment plant, disposal facility or toilet device.

**“EPA”** means the United States Environmental Protection Agency.

**“Excessive”** means at such a flow, rate, magnitude or amount that, in the judgment of the WWTP Superintendent made consistent with Good Utility Practices, it may cause damage to any facility

or the POTW; may be harmful to the wastewater treatment processes; may adversely affect the management or operation of the POTW or POTW sludge management or disposal; may cause pass through or interference; may violate any pretreatment standard or requirement; may adversely affect the quality of the receiving waters or the ambient air quality; may endanger worker health and safety; may constitute a public nuisance; may be inconsistent with the requirements, purposes or objectives of this Article; or may otherwise adversely impact the public health, safety or welfare or the environment.

**“Existing Source”** means any source of discharge that is not a “new source” as defined by this Article.

**“Fats” or “FOG”** means fats, oil or grease consisting of any hydrocarbons, fatty acids, soaps, fats, waxes, oils, or any other non-volatile material of animal, vegetable or mineral origin that is extractable by solvents in accordance with standard methods.

**“Flow-proportional Composite Sample”** means a combination of individual samples of equal volume taken at equal intervals of flow without consideration of the time between individual samples.

**“Food Establishment Septage”** means material pumped from a grease interceptor, grease trap, or other appurtenance used to retain grease or other fatty substances contained in restaurant wastes and which is blended into a uniform mixture, consisting of not more than one (1) part of that restaurant-derived material per three (3) parts of domestic septage, prior to land application or disposed of at a receiving facility.

**“Food Service Establishment” or “FSE”** means any premises where food or beverages are prepared and served or consumed, whether fixed or mobile, with or without charge, and whether on or off the premises. FSEs shall include, but are not limited to, restaurants, hotels, taverns, bars, rest homes, schools, factories, institutions, camps, grocery stores with on site food preparation, and ice cream parlors. The following shall not be subject to the interceptor/APT requirements under Section 27-25.100 of this Article except as otherwise determined necessary by the WWTP Superintendent to meet the purposes and objectives of this Article: (a) A private residential dwelling unit where the food is prepared and served or consumed solely by the occupants of the dwelling unit; (b) a premises where the only food prepared and served or consumed is dispensed from automatic vending machines; and (c) a “Temporary Food Service Establishment” meaning an FSE operating at a fixed location for not more than fourteen (14) consecutive days in conjunction with a single event or celebration.

**“Footing drain”** means a pipe or conduit which is placed around the perimeter of a building foundation and which intentionally admits ground water.

**“Garbage”** means solid wastes from the storage, preparation, cooking, serving, dispensing, canning, or packaging of food, or from the growing, handling, storage, processing or sale of produce or other edible products. It is composed largely of putrescible organic matter and its natural or added moisture content.

**“General User Permit”** means a permit issued to any user other than a Significant Industrial User as provided by this Article to control discharges to the POTW and to ensure compliance with applicable pretreatment standards and requirements.

**“Good Utility Practices”** means any of the practices, methods, and acts engaged in or approved by a significant portion of comparable publicly owned treatment works facilities during the relevant time period, or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, applicable local, state and federal laws and regulations, and at reasonable cost; the term Good Utility Practices is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods, or acts generally accepted by comparable publicly owned treatment works facilities.

**“Grab Sample”** means an individual sample that is taken from a wastestream on a one-time basis without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

**“Grease Trap”** means a device designed to separate and retain fats, oils, and grease from liquid waste and permit the liquid waste to discharge into the POTW.

**“Grinder Pump”** means, in a grinder pump system, the device to which the building sewer connects and which grinds and pumps the sewage to the public sewer for transportation to the POTW.

**“Grinder Pump System”** means the publicly owned grinder pump, controls and pressure discharge pipe, including all control boards, controls, floats, pumps, storage tanks and appurtenances thereto which provides the connection between the privately owned building sewer and the public sewer system.

**“Hazardous Waste”** means any substance discharged or proposed to be discharged into the POTW, that (1) if otherwise disposed of would be a hazardous waste under 40 CFR Part 261 or under the rules promulgated under the state hazardous waste management act (Part 111 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.11101 et seq., as amended); or (2) is otherwise a waste or a combination of waste and other discarded material including solid, liquid, semisolid, or contained gaseous material that because of its quantity, quality, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible illness or serious incapacitating but reversible illness, or may pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of, or otherwise managed, as determined by the POTW.

**“Holding Tank Waste”** means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

**“Incompatible Pollutant”** means any pollutant that is not a compatible pollutant.

**“Industrial User”** means any Nondomestic User that, by any means, contributes, causes or permits the contribution, introduction or discharge of wastewater or pollutants into the POTW, whether intentional or unintentional, and whether directly or indirectly. For purposes of this Article, the term industrial user also includes municipalities or other units of local government that contribute, cause or permit the contribution or introduction of wastewater or pollutants into the POTW, whether intentional or unintentional, and whether direct or indirect.

**“Infiltration”** means any waters entering the POTW from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls. Infiltration does not include, and is distinguished from, inflow.

**“Inflow”** means any waters entering the POTW from sources such as, but not limited to, building downspouts; roof leaders; cellar, yard, and area drains; foundation and footing drains; cooling water (non-contact) discharges; drains from springs and swampy areas; manhole covers; cross connections from storm sewers; catch basins; storm waters; surface runoff; street wash waters; or drainage.

**“Instantaneous Maximum Limit”** means the maximum concentration or other measure of pollutant magnitude of a pollutant allowed to be discharged at any instant in time (independent of the flow rate or duration of the sampling event). If the concentration or other measure of pollutant magnitude determined by analysis of any grab sample, composite sample, or discrete portion of a

composite sample exceeds the instantaneous maximum limit, the instantaneous maximum limit shall be deemed to have been exceeded.

**“Instantaneous Minimum Limit”** means the lowest measure of pollutant magnitude of a pollutant allowed to be discharged at any instant in time (independent of the flow rate or duration of the sampling event). If the concentration or other pollutant magnitude determined by analysis of any grab sample, composite sample, or discrete portion of a composite sample is below the a specified instantaneous minimum limit, the instantaneous minimum limit shall be deemed to have been violated.

**“Interference”** means a discharge which, alone or in conjunction with a discharge or discharges from other sources either:

- A. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; or
- B. Is a cause of a violation of any requirement of the POTW’s NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations) Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

**“Lateral Sewer”** means that portion of the sewer system located under the street or within the public right-of-way from the property line to the trunk line and which collects sewage from a particular property for transfer to the trunk line. (A lateral sewer is sometimes also referred to as a sewer stub or sewer lead.)

**“lbs/day”** means pounds per day.

**“Leachate”** means any liquid that has percolated through or out of some substance and that liquid has been polluted or made toxic by percolating through that substance such as rubbish; a solution obtained by leaching.

**“Local Limit”** means a specific enforceable prohibition, standard or requirement (numerical or non-numerical) on discharges by Nondomestic Users established by the POTW to meet the

purposes and objectives of this Article and to comply with applicable state and federal laws and regulations.

“**May**” is permissive.

“**MAC**” means the Michigan Administrative Code.

“**Medical Waste**” means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, or dialysis wastes, and includes any medical or infectious wastes as defined by EGLE.

“**mg/l**” means milligrams per liter.

“**Monthly Average**” means the sum of the concentrations (or mass loadings, expressed in terms of pounds per day, or such other unit of measurement) of a pollutant divided by the number of samples taken during a calendar month. The concentrations (or loadings) that are added are single numbers for single calendar days for all days during the calendar month for which analyses are obtained (whether by the user or the POTW), but the concentrations (or loadings) may be based upon a sample or samples taken over either all or part of that day and upon single or multiple analyses for that day, as determined by the WWTP Superintendent. If no samples are taken during particular months because less than monthly sampling is required for a pollutant parameter (e.g., a specified quarterly monitoring period), the monthly average for each month within the specified monitoring period shall be deemed to be the sum of concentrations (or loadings) for the monitoring period divided by number of samples taken during the monitoring period.

“**NAICS**” or “**North American Industrial Classification System**” means the system of classification for business establishments adopted by the U.S. Office of Management and Budget, as amended.

“**Natural Outlet**” means any naturally formed outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

“**New Source**” means any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section provided that:

- A. The building, structure, facility or installation is constructed at a site at which no other source is located; or
- B. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- C. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs (B) or (C) of this Section, above, but otherwise alters, replaces, or adds to existing process or production equipment. Commencement of construction of a new source shall be determined in a manner consistent with 40 CFR 403.3(m)(3).

“ng/l” means nanograms per liter.

“**Non-contact Cooling Water.**” See “cooling water (non-contact).”

“**Nondomestic User**” means any user other than a Domestic User (i.e., any user that discharges anything other than segregated normal strength domestic waste into the POTW). The determination of whether or not a user is a “nondomestic user” shall be made by the WWTP Superintendent at the WWTP Superintendent’s sole discretion as determined necessary by the WWTP Superintendent to achieve the purposes and objectives of this Article. Any user that has the reasonable potential, as determined by the WWTP Superintendent, to discharge any waste other than normal strength domestic waste into the POTW, may be deemed a nondomestic user for purposes of this Article. For the purposes of this Article, and notwithstanding any other provision of this Article to the contrary, any other local unit of government that contributes, or causes or permits the contribution or introduction of wastewater or pollutants into the POTW, whether intentional or unintentional, and whether direct or indirect, shall be considered to be Nondomestic User.

“**Nondomestic User Permit**” means a permit issued to a Significant Industrial User, or to such other user as determined appropriate by the WWTP Superintendent, as provided by this Article to

control discharges to the POTW and to ensure compliance with applicable pretreatment standards and requirements.

**“Nondomestic Waste”** means any wastewater (or water- or liquid-carried waste) other than domestic waste. The determination of whether or not a waste is a “nondomestic waste” shall be made by WWTP Superintendent at the WWTP Superintendent’s sole discretion as determined necessary by the WWTP Superintendent to achieve the purposes and objectives of this Article. Any waste that has the reasonable potential, as determined by the WWTP Superintendent, to be not entirely composed of normal strength domestic waste may be deemed nondomestic waste for purposes of this Article.

**“Normal Strength Domestic Waste”** means a domestic waste flow for which the levels of pollutants (including, without limitation, BOD, TSS, ammonia nitrogen, or phosphorous) are below the surcharge levels for any parameter as established by this Article. Further, to be considered normal strength, the wastewater must have a pH between 6.5 and 8.5, must not exceed any local limit, and must not contain a concentration of other constituents that would interfere with POTW treatment processes. The determination of whether or not a waste stream is “normal strength domestic waste” shall be made by WWTP Superintendent at the WWTP Superintendent’s sole discretion as determined necessary by the WWTP Superintendent to achieve the purposes and objectives of this Article.

**“NPDES Permit”** means a National Pollutant Discharge Elimination System permit issued pursuant to Section 402 of the Act.

**“Obstruction”** means anything of whatever nature that impedes the flow of wastewater from the point of origination to the trunk line and anywhere else within the POTW. This includes, but is not limited to, objects, sewage, garbage, FOG, tree roots, rocks and debris of any type.

**“Operation, Maintenance, Repair, Replacement, and Improvement”** means all work, materials, equipment, utilities, and other efforts required to operate and maintain the POTW consistent, at a minimum, with insuring adequate treatment of wastewater to produce an effluent in compliance with the NPDES Permit and other applicable state and federal regulations, and includes the cost of repair, replacement, and improvement, in whole or in part.

**“Outfall”** means the point (or points) of discharge by a user to the POTW, approved by the POTW and specified in a User Permit.

**“Owner”** means the owner of record of the freehold of a premises or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or other person, firm or corporation in control of a premises.

**“Pass Through”** means a discharge that exits the POTW into waters of the State (or waters of the United States) in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW’s NPDES permit or of any requirement of applicable local, state or federal laws and regulations (including an increase in the magnitude or duration of a violation), or otherwise detrimentally impacts the receiving stream.

**“Person”** means any individual, partnership, co-partnership, firm, company, association, society, corporation, joint stock company, trust, estate, governmental entity, or any other legal entity or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

**“PFAS”** means per- and polyfluoroalkyl substances.

**“PFOS”** means perfluorooctane sulfonate.

**“PFOA”** means perfluorooctanoic acid.

**“pH”** means the quantitative measure of acidity or alkalinity a solution, defined as the negative logarithm (base 10) of the concentration of hydrogen ions in moles/liter.

**“Pollutant”** includes, but is not limited to, any of the following:

- A. Any material that is discharged into water or other liquid, including, but not limited to, dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste.
- B. Properties of materials or characteristics of wastewater, including, but not limited to, pH, heat, TSS, turbidity, color, BOD, COD, toxicity, and odor.
- C. Substances regulated by categorical standards.

- D. Substances discharged to the POTW that are required to be monitored by a user under this Article, that are limited in the POTW's NPDES permit, or that are required to be identified in the POTW's application for an NPDES permit.
- E. Substances for which control measures on users are necessary to avoid restricting the POTW's residuals management program; to avoid operational problems at the POTW; or to avoid POTW worker health and safety problems.

**“POTW” (Publicly Owned Treatment Works).** The complete sewage disposal, transportation and treatment system of the City as defined by the Act and this Article, including the City's WWTP, and any devices, processes and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage or sludge, as well as sewers (including all main, lateral and intercepting sewers), pipes and other conveyances used to collect or convey wastewater or sewage to the WWTP, as now or hereafter added to, extended or improved. The term “POTW” shall also include any sewers outside the City that convey wastewaters to the POTW from persons who are, by contract or agreement with the City, users of the POTW. References in this Article to approvals, determinations, reviews, etc., “by the POTW” shall mean by the WWTP Superintendent, or the WWTP Superintendent's authorized representatives. The term “POTW” may also be used to refer to the City as the municipality that has jurisdiction over the discharges to, and discharges from, the treatment works, or to the WWTP, and its designated representatives, as appropriate to the context in which the term is used.

**“Premises”** means a lot, tract, parcel or plot of land, or a building or structure, or any part thereof, having any connection, directly or indirectly, to the POTW, or from which there is a discharge to the POTW.

**“Pretreatment”** means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater before or instead of discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration may be obtained by physical, chemical, or biological processes; process changes; or other means, except for the use of dilution (unless expressly authorized by any applicable pretreatment standard or requirement and the WWTP Superintendent) and except for the use other means prohibited by applicable local, state, or federal laws or regulations. Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings, subject to applicable requirements of local, state and federal laws and regulations.

**“Pretreatment Requirement”** means any substantive or procedural requirement imposed on a user related to pretreatment, other than a national pretreatment standard.

**“Pretreatment Standard”** means any regulation containing pollutant discharge limits promulgated in accordance with Section 307(b) and (c) of the Act or Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., including general and specific prohibitive discharge limits and local limits established in this Article pursuant to MAC R 323.2303, and categorical standards.

**“Private Sewer Line”** means any sewer service line, equipment, or facilities for the disposal of wastewater installed or located on any premises and/or within the street right-of-way that transports wastewater from the premises to the public sewer, such as the building sewer and the lateral sewer, an including any structure or facility that exists on the premises.

**“Private Wastewater Disposal System”** means a septic tank, cesspool or similar device, or part thereof, not connected to a public sewer.

**“Process Wastewater”** means any water that, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product.

**“Public Sewer”** means a sewer in which all owners of abutting properties have equal rights, and that is controlled by public authority.

**“Reasonable Potential.”** As used in this Article, a determination of “reasonable potential” by the WWTP Superintendent means a determination made by the WWTP Superintendent that a certain condition, state, result or circumstance exists, or is likely to exist, based upon the quantitative or qualitative factors or information deemed by the WWTP Superintendent to be relevant and appropriate to the determination, consistent with the purposes and objectives of this Article.

**“Replacement”** means expenditures for obtaining and installing equipment, accessories, or appurtenances that are necessary to maintain the capacity or performance during the service life of the system for which the system was designed or constructed.

**“Residential Dwelling”** means any structure designed for habitation, including but not limited to houses, mobile homes, apartment buildings, condominiums, and townhouses where each dwelling unit contains, at a minimum, sleeping facilities, a toilet, a bath or shower, and a kitchen.

**“Sanitary Sewage.”** See “domestic waste.”

**“Sanitary Sewer”** means a sewer intended to carry liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, and to which storm, surface and ground waters are not intentionally admitted.

**“Sanitary Sewer Cleanout Septage”** means sanitary sewage or cleanout residue removed from a separate sanitary sewer collection system that is not land applied and that is transported by a vehicle licensed under Part 117 of Act 451 of the Public Acts of Michigan of 1994 (MCL §§ 324.11701 et seq., as amended; “Septage Waste Servicers”) elsewhere within the same system or to a receiving facility that is approved by EGLE.

**“Seepage Pit”** means a cistern or underground enclosure constructed of concrete blocks, bricks or similar material loosely laid with open joints so as to allow the overflow or effluent to be absorbed directly into the surrounding soil.

**“Septage Waste”** means the fluid mixture of untreated and partially treated sewage solids, liquids, and sludge of human or domestic origin which is removed from a wastewater system. Septage waste consists only of food establishment septage, domestic septage, domestic treatment plant septage, or sanitary sewer cleanout septage, or any combination of these.

**“Septic Tank”** means a watertight receptacle receiving sewage and having an inlet and outlet designed to permit the separation of suspended solids from sewage and to permit such retained solids to undergo decomposition therein.

**“Service Connection”** means the portion of the public sewer which extends either to or onto the parcel of land adjacent to the path of the public sewer, and includes the sewer main, tee/wye, valve, check valve, connector pipes, the sewer lead, the grinder pump system, electrical controls and connections at the electric meter (but not including the meter) and appurtenances, but not including the building sewer.

**“Severe Property Damage”** means substantial physical damage to property, or damage to treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean an economic loss caused by delays in production.

**“Sewage.”** See “wastewater.”

**“Sewer”** means any pipe, tile, tube or conduit for carrying wastewater or drainage water.

“**Sewer Lead**” means that portion of the service connection that connects to the sewer main located in the public right-of-way and extends to the property line.

“**Sewer rates, fees and charges**” means the rates, fees and charges for use of the POTW as established from time to time by resolution of the City Council. Such rates, fees and charges include debt service charges required to retire debts resulting from capital or other costs incurred to contract, improve, expand, repair, maintain or replace a part of the POTW and sufficient and proportionate use charges required of all users for the cost of POTW operation, maintenance, repair, replacement, and improvement. Surcharges and other rates and fees may also be charged for wastes in amounts or concentrations regarding extra treatment services or costs or as required for exceeding established limits.

“**Shall**” is mandatory

“**SIC**” or “**Standard Industrial Classification Code**” means a classification pursuant to the Standard Industrial Classification Manual issued by the U.S. Office of Management and Budget.

“**Significant Industrial User**” or “**SIU**” means any user:

- A. Subject to categorical pretreatment standards; or
- B. Any other user that:
  - (1) discharges to the POTW an average of 25,000 gallons per day or more of process wastewater (excluding sanitary, non-contact cooling and boiler blow-down wastewater); or
  - (2) contributes a process waste stream that makes up 5% or more of the average dry weather hydraulic or organic capacity of the WWTP; or
  - (3) is otherwise designated by the WWTP Superintendent as a Significant Industrial User on the basis that the user has a reasonable potential to adversely affect the operation of the POTW, to violate any pretreatment standard or requirement, or because the WWTP Superintendent determines that a Nondomestic User Permit for the user’s discharge is required to meet the purposes and objectives of this Article.

The WWTP Superintendent may determine that a user that meets the criteria of Subsections (B)(1), (B)(2), or (B)(3) of this definition above is not currently an SIU, if the WWTP Superintendent finds that the user has no reasonable potential to adversely affect the operation of the POTW, to

violate any pretreatment standard or requirement, or that a Nondomestic User Permit is not required to meet the purposes and objectives of this Article. A determination that a user is not an SIU (or that a permit is therefore not required) shall not be binding and may be reversed by the WWTP Superintendent at any time based on changed circumstances, new information, or as otherwise determined necessary by the WWTP Superintendent to meet the purposes and objectives of this Article.

**“Sludge”** means accumulated solid material separated from liquid waste as a result of the wastewater treatment process.

**“Slug”** means any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

**“State”** means the State of Michigan. The term shall include, where applicable, any administrative agency of the State having jurisdiction in the subject matter of this Article, including (but not limited to) EGLE.

**“Storm Sewer”** or **“Storm Drain”** means a sewer or drain, either natural or artificial, intended to carry storm water, snowmelt, and surface runoff and drainage, but not wastewater.

**“Storm Water”** means any flow (such as storm water runoff, snow melt runoff, and surface runoff and drainage, but excluding wastewater) occurring during or following, and resulting from, any form of natural precipitation, and is that portion of flow in excess of that which infiltrates into the soil of the drainage area.

**“Surcharge”** means the additional charges made by the POTW for the treatment of wastewater containing pollutants in excess of specified concentrations, loadings or other applicable limits, or for other purposes specified by this Article.

**“Suspended Solids”** (SS) or **“Total Suspended Solids”** (TSS) means solids that float on the surface of, or are suspended in, water, wastewater, or other liquids and which can be removed by laboratory filtering or other standard methods.

**“Time-proportional Composite Sample”** means a combination of individual samples of equal volume taken at equal intervals of time, without consideration of the volume or rate of flow.

**“Toxic Pollutant”** means any pollutant or combination of pollutants that is or can potentially be harmful to the public health, the POTW, or the environment, including, without limitation, those listed in 40 CFR 401.15 as toxic under the provisions of the Clean Water Act, or listed in the

Critical Materials Register promulgated by EGLE, or as provided by local, state or federal laws, rules or regulations.

**“Trucked or Hauled Waste or Pollutants.”** Any waste or wastewater proposed to be discharged to the POTW from a mobile source, including, without limitation, holding tank waste and septage waste.

**“Trunk Line”** means the main public sewer line located under any street or within any public right-of-way that collects and transmits the sewage of the various properties served by the sewer system.

**“ug/l”** means micrograms per liter.

**“Upset”** means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

**“User”** means any person who contributes, causes or permits the contribution, introduction or discharge of wastewater into the POTW, whether intentional or unintentional, and whether directly or indirectly. User includes any local unit of government other than the City that discharges to the POTW, as well as the individual users located within such other local unit of government.

**“User Permit”** means a Nondomestic User Permit or a General User Permit.

**“Wastewater”** means the liquid and water-carried industrial or domestic waste from residential dwellings, commercial buildings, industrial facilities, and institutions (including, without limitation, contaminated groundwater and landfill leachate), whether treated or untreated, that is contributed, introduced or discharged into the POTW. The term includes any water that has in any way been used and degraded or physically or chemically altered.

**“Wastewater Treatment Plant”** or **“WWTP”** means the portion of the POTW that is designed to provide treatment (including recycling or reclamation) of wastewater, and that is commonly referred to as a POTW treatment plant. Also known as the Jackson WWTP.

**“Watercourse”** means a channel in which a flow of water occurs, either continuously or intermittently.

**“Waters of the State”** means all rivers, streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface, or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State of Michigan or any portion thereof, and as otherwise specified by applicable laws and regulations.

**“Waters of the United States”** means all waters as defined by 40 CFR 122.2 and as otherwise specified by applicable laws and regulations.

**“WWTP Superintendent”** means the person designated by the City as being responsible to operate the City’s POTW, administer the City’s Industrial Pretreatment Program, and perform the other duties and responsibilities as provided by this Article. References to “WWTP Superintendent” shall include the Superintendent’s authorized representatives.

**“Wye Branch”** means a local service connection to the sewer that is made at an angle similar to a “Wye” so that a sewer cleaning rod will not come into the sewer at a right angle and penetrate the far side, but will travel down the course of the sewer.

**Sec. 27-72. USE OF PUBLIC SEWERS REQUIRED**

**Sec. 27-72.01. Public Sanitary Sewer System; Declaration of Necessity**

A public sanitary sewer system is essential to the health, safety, and welfare of the people of the City. Privies, privy vaults, septic tanks, cesspools or other similar private sewage disposal systems are subject to failure due to soil conditions or other reasons. Failure or potential failure of private sewage disposal systems poses a threat to the public health, safety, and welfare; presents a potential for ill health, transmission of disease, mortality, and economic blight; and constitutes a threat to the quality of surface and subsurface waters of the state. The connection to available public sanitary sewer systems at the earliest, reasonable date is a matter for the protection of the public health, safety, and welfare and necessary in the public interest which is declared as a matter of legislative determination.

**Sec. 27-72.02. Unlawful Construction**

Except as hereinafter provided, and unless specifically authorized by the County Health Department, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other private facility intended or used for disposal of wastewater.

**Sec. 27-72.03. Required Connection To Available Sanitary Sewer**

The owner of any house, building, structure, premises, or property used for human occupancy, employment, recreation or other purposes, situated within the City, and abutting on any street, easement, alley, or right-of-way, in which there is located, or may in the future be located, a public sanitary sewer, is hereby required, at the owner's expense, to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer, in accordance with the provisions of this Article. Compliance with this subsection shall be within 90 days after the date of written notice by the City to do so. This subsection shall not apply to any persons served by a privately constructed, owned, operated, and maintained wastewater sewer and wastewater treatment facility which discharges directly to a natural outlet in accordance with the provisions of this Article and applicable state and federal laws.

**Sec. 27-72.04. Unlawful Deposition**

It shall be unlawful for any person to place, deposit or permit to be deposited, any human excrement, garbage, wastewater pollutants, or other objectionable waste, upon or below, the surface of public or private property within the jurisdiction of the City, except by discharging such wastewater into an approved connection to a public sanitary sewer where available or an approved private wastewater disposal system, or by disposing of such waste in accordance with other applicable local, state, and federal laws and regulations.

**Sec. 27-72.05. Discharge Prohibited Without Required Approvals, Permits, and Treatment**

Except as otherwise expressly permitted by local, state and federal laws and regulations, and subject to obtaining all required permits and approvals from governmental agencies (including, without limitation, the City, EGLE, and the U.S. EPA) and providing any required treatment, it shall be unlawful to discharge, or permit or cause to be discharged, either directly or indirectly:

- A. Polluted water, sewage or wastewater to any natural outlet within the City, to any waters of the State (or waters of the United States), or to any public sewer; or
- B. Unpolluted water of any kind, including, without limitation, storm water, surface water, groundwater, roof runoff, artesian well water, drainage water (surface or subsurface), industrial non-contact cooling water, air-conditioning water, swimming pool water, or unpolluted industrial process waters to any sanitary sewer. Unpolluted water may be discharged only to a sewer that is specifically designated as a storm sewer or to a natural outlet, and only if all applicable permits and approvals have first been obtained from the

City and other governmental bodies or agencies, and only if not prohibited by applicable local, state or federal laws or regulations.

- C. If any person drains or discharges any unpolluted water by means of conductors, eaves troughs, roof downspouts, footing drains, or otherwise, directly or indirectly, into a storm sewer, or natural outlet in violation of applicable laws or regulations, or into a sanitary sewer, the City shall order its disconnection at the property owner's expense, and if the property owner refuses to obey the City's order, then the City shall disconnect the connection and the costs shall be charged to the property owner.

**Sec. 27-73. PRIVATE WASTEWATER DISPOSAL**

**Sec. 27-73.01. Private Treatment and Disposal Requirements**

If a public sanitary sewer is not available under the provisions of 27-72.03, the building sewer shall be connected to a private sewage disposal system complying with all requirements of this Section, the County Health Department, and any other applicable laws and regulations of the City or the State.

- A. Before commencement of a private sewage disposal system, the property owner shall first apply to the County Health Department for a soil evaluation test. If the soil evaluation test shows positive results, the property owner shall then apply to the County Health Department for a permit for installation for the proposed sewage system. The application shall include plans, specifications and other information as deemed necessary by the County Health Department. All fees for the soil evaluation test and the permit for installation shall be fully paid by the property owner to the County Health Department when and in the amounts specified by the County Health Department.
- B. A permit shall not be issued for any private wastewater disposal system employing subsurface soil absorption facilities if the area of the lot is less than determined necessary by the City, the County Health Department, or the State, as applicable.
- C. A permit for a private sewage disposal system shall not become final and effective until the installation is completed to the satisfaction of the County Health Department. The County Health Department shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the County Health Department when the work is ready for final inspection, and before covering any underground portions. Any person receiving a permit for a private sewage disposal system from the County Health

Department shall provide the City with copies of the final approved inspection report issued by the County Health Department.

- D. The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations and requirements of the City, the County Health Department, and the State, as applicable.
- E. No septic tank, cesspool, subsurface disposal facility or other private sanitary sewer system shall be permitted to discharge to any public sewer or natural outlet.
- F. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City. The facilities shall be subject to inspection by the City at reasonable times.

**Sec. 27-73.02. Additional Public Health Requirements**

Nothing in this Section shall be construed to interfere with any additional requirements that may be imposed by the City, the Michigan Department of Public Health, or any other governmental agency.

**Sec. 27-73.03. Public Sewer Becomes Available**

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Section 27-72.03, a direct connection shall be made to the public sewer in compliance with this Article at the user's sole expense; and any septic tanks, cesspools and similar private sewage disposal facilities shall be cleaned of any sludge, abandoned, and filled with clean bank-run gravel or dirt, at the user's sole expense.

**Sec. 27-74. BUILDING SEWERS AND CONNECTIONS**

**Sec. 27-74.01. Waste Discharge Prohibited Except Through Approved Sewer Connection**

All discharges to a sewer shall be through an approved sewer connection or at another discharge point expressly approved by the POTW in accordance with this Article and with any rules, regulations, or procedures established by the City as determined necessary by the City to administer and implement this Article. No person shall discharge any waste or other substances into a manhole, catch basin or inlet.

**Sec. 27-74.02. Connection Permit Required**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any part or appurtenance of the POTW, nor discharge into the POTW, without first obtaining a written building sewer connection permit from the City.

**Sec. 27-74.03. Sewer Connection Permits; Connection Costs; Performance Bonds and Insurance**

- A. The owner of any premises proposing to connect to the POTW shall make application on a form furnished by the City for a permit to connect to the POTW. The application shall be supplemented by such information as required by the City to administer this Article. A permit and inspection fee in an amount determined from time-to-time by resolution of the City Council shall be paid to the City at the time an application is filed.
- B. The City may deny a connection permit if the City determines that application for the permit shows that there is a reasonable potential that the anticipated discharges may interfere with the POTW; be inconsistent with the provisions of this Article, the City's NPDES permit, any other local, state, or federal law or regulation; or in any other way hamper the operations of the POTW.
- C. Connection to a public sewer will not be allowed (and the City shall not issue a connection permit) unless there is capacity available (in both wastewater volume and strength) at the WWTP and in all downstream sewers, pump stations, interceptors, and force mains, including, but not limited to, adequate capacity to accept, treat and dispose of BOD, TSS, or similar materials as required by applicable local, state or federal laws, rules or regulations, as determined by the POTW Superintendent.
- D. Before any permit or approval is issued by the City for excavating for plumbing or drain laying in any public street, way, or alley, the person applying for the permit or approval may be required to execute and deposit with the City a performance bond with corporate security in the amount of the contracted or estimated work, conditioned upon faithful performance of all work with due care and skill, and in accordance with the laws, rules, and regulations established by the City pertaining to sewers and plumbing. This bond shall state that the person will indemnify and save harmless the City and the owner of the premises against all damages, costs, expenses, outlays, and claims of every nature and kind arising out of mistake or negligence on the person's part in connection with plumbing, sewer line connection, or excavating for plumbing or sewer connection as prescribed in this Section. The bond shall remain in force and must be executed for a period of one (1)

year, except that, upon expiration, it shall remain in force as to all penalties, claims, or damages that may have accrued thereunder prior to the expiration. The person applying for the permit or approval may also be required to provide public liability insurance for the protection of the City, the property owner, and all persons, to indemnify them for all damages caused by accidents attributable to the work, with minimum limits of \$1,000,000.00 for one person, \$500,000.00 for bodily injuries per accident, and \$250,000.00 for property damages.

E. A violation of a connection permit is a violation of this Article.

**Sec. 27-74.04. Multiple Buildings; Separate Uses within Buildings**

A separate and independent building sewer shall be provided for each building. However, if any existing building is located on an interior lot so that a separate, independent building sewer is not available for the building, and one cannot be constructed to the building through an adjoining alley, courtyard or driveway, more than one building may be served with the same building sewer, subject to approval by the WWTP Superintendent. In areas where laterals have not been made, or where unusual lot splits have occurred, leaving only one lateral for two properties, joint use of this lateral may be approved by the WWTP Superintendent with the connection to the City sewer being allowed if determined consistent with the purposes and objectives of this Article by the WWTP Superintendent. Independent building sewers and/or control manholes may also be required for separate uses within a building, as determined necessary by the WWTP Superintendent.

All discharge limits contained in this Article shall apply to that portion of the lateral emanating from a single building or from each separate use within a building, as applicable. Compliance with pretreatment standards or local discharge limits prescribed by this Article shall be determined based on each separate discharge to the common lateral prior to commingling with discharges from other sources.

The City assumes no responsibility for damage caused by or resulting from any single building sewer which serves more than one building.

**Sec. 27-74.05. Existing Building Sewers**

Existing building sewers may be used in connection with new buildings only if they are found, on examination and test by the WWTP Superintendent to meet all requirements of this Article and other applicable laws and regulations. If an inspection by the City reveals that a connection may create a health or environmental hazard, nuisance, or is otherwise inconsistent with the purposes

and requirements of this Article, the building sewer shall be reconstructed or repaired at the owner's expense.

**Sec. 27-74.06. Construction Specifications**

The pipe size, slope, alignment, materials or construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the building and plumbing codes, or other applicable rules and regulations as specified and determined by the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the American Society for Testing Materials (ASTM) and the Water Pollution Control Federation (WPCF) Manual of Practice No. 9 shall apply.

All newly constructed building sewers shall have a properly sized cleanout at the head of said sewer that is accessible at all times. This cleanout shall allow access of sewer cleaning equipment of a size equivalent to the size of the building sewer.

**Sec. 27-74.07. Building Sewer Elevation and Location**

Whenever possible, the building sewer shall be brought to the buildings at an elevation below the basement floor. No building sewer shall be laid parallel to, or within three feet of, any bearing wall that might thereby be weakened. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade. The line shall be straight or laid with properly curved pipe and fittings. Changes in direction shall be made with no less than a forty-five degree bend. Each bend of forty-five degrees or more shall have an accessible cleanout. All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the City. Pipe laying and backfill shall be performed in accordance with current ASTM specifications, except that no backfill shall be placed until the City has inspected the work.

**Sec. 27-74.08. Floor Drains; Backwater Valve Devices**

Floor drains connected to the building sewer shall be required for all basements or cellars if the elevation of the public sanitary sewer will service the building. All required floor drains shall have check valves or backflow preventers that meet current laws and regulations as determined by the City.

**Sec. 27-74.09. Low Building Sewers**

In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drains shall be lifted by artificial means and discharged to the building sewer, at the owner's expense, and subject to approval by the City.

**Sec. 27-74.10. Connection Specifications**

The connection of the building sewer into the sanitary sewer system shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications. The connections shall be made gas-tight and water-tight and verified by proper testing. All connections and joints, and any deviation from the prescribed procedures and materials, must be approved by the City before installation.

The connection of the building sewer into the public sewer shall be made at the wye branch designated for the property if such branch is available at a suitable location. Any connection not made at the designated wye branch in the main sewer shall be made only as directed by the City.

The connection of a surface runoff or groundwater drain to a storm sewer or natural outlet designed to transport surface runoff or groundwater drainage shall conform to the requirements of the applicable building code or other applicable requirements of the City.

**Sec. 27-74.11. Notification; Connection Inspection**

The applicant for the building sewer connection permit shall notify the City when the connection to the sewer is ready for inspection. The connection inspection and testing as determined necessary by the City and as required by City building or plumbing shall be made under the supervision of the City upon prior payment of any fees required by the City.

**Sec. 27-74.12. Protection and Restoration**

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City at the expense of the owner.

**Sec. 27-74.13. Connection to Sources of Runoff Prohibited**

No person shall connect (or allow to remain connected) roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain that in turn is connected directly or indirectly to a public sanitary sewer. Any such connection shall be permanently disconnected at the sole expense of the owner of the premises.

**Sec. 27-74.14. Pretreatment Of Any Discharge May Be Required**

Pretreatment of any discharge to the public sewer, including, but not limited to, grease, oil, and sand interceptors, shall be provided when, in the opinion of the WWTP Superintendent, they are necessary.

**Sec. 27-75. CONDITIONS OF SERVICE**

**Sec. 27-75.01. Responsibilities and Liabilities For Private Sewer Lines**

- A. All costs and expenses incidental to the installation, connection, maintenance, and repair of a building sewer, lateral sewer, and any other private sewer lines shall be borne solely by the property owner. Further, the property owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of any building sewer, private sewer line, or storm drain connection.
- B. The City or a contractor hired or approved by the City shall construct any needed lateral sewer from the trunk line to the property line. The property owner shall pay all costs of such construction, including costs to construct any portion of the lateral within the public right-of-way.
- C. The property owner shall maintain, clean and repair any private sewer lines on the property at the property owner's expense as necessary to keep the private lines free and clear of obstructions and in good working order, and shall maintain and keep clear of obstructions the lateral sewers servicing the property.
- D. The City shall maintain, clean, and repair as necessary and at the City's expense the sewer trunk lines, but shall not be responsible for cleaning, maintenance, repair of, or liability for, private sewer lines, including, but not limited to, the building sewer and the lateral sewer.
- E. If there is a dispute as to whether needed maintenance, cleaning, or repair of a portion of sewer line is the responsibility of the property owner or the City under the provisions of

this Article, it shall be the duty of the property owner to establish that the obstruction, disrepair, or defect has occurred in that portion of the public sewer for which the City is responsible. If the property owner fails to establish the City's responsibility, it shall be the property owner's responsibility to perform the necessary cleaning, maintenance, and repair as provided in this Article. If the City's responsibility is established, the City shall perform the necessary cleaning, maintenance, or repair and shall reimburse the property owner for reasonable expenses incurred in locating the defect in the line or in otherwise establishing the City's responsibility.

- F. Any property owner who violates the provisions of this Article shall be liable to the City for all costs, expenses, and damages incurred by the City in correcting the problem. Further, if any property owner fails to maintain a private sewer line as required by this Article, in addition to the other penalties prescribed, the private sewer may be declared a public nuisance by the County Health Department and the problem may be corrected by the City. Any costs so incurred by the City shall be assessed against the property and become a lien on the property if not timely paid.

**Sec. 27-75.02. Water Meters**

All users shall have meters on all water sources that ultimately discharge into the POTW or shall meter the liquid wastes at the point of discharge into the POTW, as determined necessary and appropriate by the WWTP Superintendent. All meters shall be approved by the City.

**Sec. 27-75.03. Disruption of Service**

The City shall not be held responsible for claims made against it by reason of the breaking of any sewer or service laterals, or by reason of any other interruption of the service caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption.

**Sec. 27-75.04. Service Inspections**

All premises receiving sanitary sewer service shall at all times be subject to inspection by duly authorized personnel of the City.

**Sec. 27-76. REGULATION OF DISCHARGES TO THE POTW**

**Sec. 27-76.01. Discharge Prohibitions**

No person shall discharge to the POTW except in compliance with this Article.

The general discharge prohibitions under Section 27-76.01(A) and the specific discharge prohibitions under Section 27-76.01(B) apply to every person whether or not the person is subject to any other national, state or local pretreatment standards or requirements, and whether or not the discharge is made pursuant to a User Permit issued pursuant to this Article.

- A. General Prohibitions. No person shall contribute or cause to be contributed, directly or indirectly to the POTW, any pollutant or wastewater that will pass through or interfere with the operation or performance of the POTW.
- B. Specific Prohibitions. No person shall discharge or contribute to the POTW, directly or indirectly, any of the pollutants, substances, or wastewater as provided by this Subsection 27-76.01(B).

(This Subsection 27-76.01(B) sets forth the minimum requirements for a user’s discharges to the POTW. Additional or more restrictive requirements may be required of particular users by a User Permit, or as otherwise authorized or required by this Article or other applicable laws and regulations.)

- (1) Standard Concentration Limits. Except as otherwise provided by Section 27-76.01(B)(2) (“Headworks Mass Limits”), or unless a SAL for a pollutant parameter has been developed for a user as provided by Section 27-76.01(C) (“Special Alternative Limits”), pollutants in concentrations that exceed the maximum concentrations (“Standard Concentration Limits”) listed below in this Subsection 27-76.01(B)(1):

<u>Parameter</u>	<u>IM (mg/l)<sup>1</sup></u>	<u>Daily Max. (mg/l)<sup>1</sup></u>
Arsenic (T)	---	0.04
Cadmium (T)	---	0.02
Chromium (T)	---	3.4
Chromium, Hex.	---	0.2
Copper (T)	---	0.3
Cyanide (T)	---	0.05
Lead (T)	---	0.3

Mercury (T)	NQ <sup>2</sup>	NQ <sup>2</sup>
Molybdenum (T)	---	0.15
Nickel (T)	---	0.4
Selenium (T)	---	0.04
Silver (T)	---	0.19
Zinc (T)	---	2.9
Benzene <sup>3</sup>	---	0.35
Toluene <sup>3</sup>	---	1.1
Ethybenzene <sup>3</sup>	---	0.11
Xylene <sup>3</sup>	---	0.25
Pentachlorophenol <sup>3</sup>	---	0.2
PCBs <sup>3</sup>	ND <sup>4</sup>	ND <sup>4</sup>
Tetrachloroethylene <sup>3</sup>	---	0.1
Trichloroethylene <sup>3</sup>	---	0.1
2, 3, 7, 8 Tetrachloro-dibenzo-p-dioxin <sup>3</sup>	ND <sup>5</sup>	ND <sup>5</sup>
2, 3, 7, 8 Tetrachloro-dibenzofuran <sup>3</sup>	ND <sup>5</sup>	ND <sup>5</sup>
Total Phenols (EPA 420.1)	---	1.0
BOD <sub>5</sub>	---	280 <sup>6</sup>
COD	---	--- <sup>7</sup>
Phosphorous (T)	---	6 <sup>8</sup>
TSS	---	260 <sup>9</sup>
FOG (polar)	---	250 <sup>10</sup>
FOG (non-polar)	---	50 <sup>11</sup>
Ammonia Nitrogen		
NH <sub>3</sub> as N	---	26 <sup>12</sup>
TKN	---	--- <sup>13</sup>

Notes:

*IM = Instantaneous Maximum Limit.*

*T = Total*

*1 Mg/l except as otherwise indicated. Discharges that contain more than one pollutant that may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the POTW. The more restrictive discharge limits will be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge, including, without limitation, the specific compounds, if any, listed in Section 27-76.01(B) of this Article.*

*Also, see Section 27-76.05, regarding application of most restrictive or additional standards or requirements under local, state, and federal laws and regulations.*

*In place of using the Standard Concentration Limits, the WWTP Superintendent may allocate specified portions of the available total load to individual users as provided by Section 27-76.01(B)(2) (“Headworks Mass Limits”). A user may also request the POTW to develop alternative concentration limits to the Standard Concentration Limits for specific pollutants (“Special Alternative Limits” or “SALs”) as provided by Section 27-76.01(C).*

2. *NQ = Non-quantifiable concentration, defined as at or below the quantification level of 0.2 ug/l using U.S. EPA Method 245.1 (or at or below other quantification levels applicable under alternative test methods required by the POTW or by other applicable laws or regulations). Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of a user’s discharge shall be in accordance with U.S. EPA method 245.1, unless the WWTP Superintendent requires U.S. EPA Method 1631 (or other appropriate method). The quantification level shall be 0.2 ug/l for Method 245.1 or 0.5 ng/l for Method 1631, unless higher levels are approved by the WWTP Superintendent because of sample matrix interference. Any discharge of mercury at or above the level of quantification is a specific violation of this Article. Mercury shall not be eligible for a SAL.*
3. *Composite to be based on average of 4 grab samples collected at appropriate intervals over twenty-four (24) hours (in lieu of time-based automatic composite samples).*
4. *The instantaneous maximum and daily maximum discharge limit for PCBs is non-detect. Except as otherwise required by the WWTP Superintendent, compliance with this limit shall be determined as follows: A compliance limit of “non-detect” shall be used for instantaneous maximum and daily maximum discharge limit. Any discharge of PCBs at or above the quantification level is a specific violation of this Article.*

*PCB sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of a user’s discharge shall be in accordance with U.S. EPA method 608. The quantification level shall be 0.1 ug/l, unless higher levels are determined appropriate by the WWTP Superintendent because of sample matrix interference. Total PCBs shall be defined as the sum of the Aroclors 1016, 1221, 1232, 1242, 1248, 1254 and 1260. In addition, any detected Aroclor-specific measurements shall be reported. PCBs shall not be eligible for a SAL*
5. *Nondetectable per U.S. EPA Method 625. Any detectable sample indicates an exceedence. 2, 3, 7, 8 Tetrachlor-dibenzo-p-dioxin and 2, 3, 7, 8 Tetrachlor-dibenzofuran shall not be eligible for SALs.*
6. *Any discharge of BOD in excess of 200 mg/l shall be subject to surcharge as provided by this Article; provided that if a user’s discharge is surcharged for BOD, that user’s discharge shall not at the same time be surcharged for COD.*
7. *The COD limit shall be equal to the BOD5 limit of 280 mg/l times the user-specific COD:BOD5 ratio. Any discharge of COD in excess of 400 mg/l shall be subject to*

*surcharge as provided by this Article; provided that if a user's discharge is surcharged for COD, that user's discharge shall not at the same time be surcharged for BOD.*

8. *Any discharge of phosphorus (T) in excess of 4.3 mg/l shall be subject to surcharge as provided by this Article.*
9. *Any discharge of TSS in excess of 260 mg/l shall be subject to surcharge as provided by this Article.*
10. *Any discharge of FOG (polar) in excess of 31 mg/l shall be subject to surcharge as provided by this Article. FOG (polar) shall not be eligible for a SAL.*
11. *FOG (nonpolar) ) shall not be eligible for a SAL.*
12. *Any discharge of ammonia nitrogen NH<sub>3</sub>N in excess of 20 mg/l shall be subject to surcharge as provided by this Article; provided that if a user's discharge is surcharged for ammonia nitrogen, that user's discharge shall not at the same time be surcharged for TKN.*
13. *The TKN limit shall be equal to the ammonia nitrogen NH<sub>3</sub>N limit of 26 mg/l times the user-specific TKN:NH<sub>3</sub>N ratio. Any discharge of TKN in excess of 40 mg/l shall be subject to surcharge as provided by this Article; provided that if a user's discharge is surcharged for TKN, that user's discharge shall not at the same time be surcharged for ammonia nitrogen.*

*The IMC and daily maximum limits listed above in this Section 27-76.01(B)(1) (or as listed elsewhere in this Article or in any User Permit or Order) for each pollutant parameter are the concentrations which may not be exceeded and at which enforcement begins. The surcharge threshold concentrations as specified in notes 6 through 12 (above) are the concentrations above which surcharges may be imposed. Discharges exceeding the surcharge thresholds, and which also exceed the IMC and daily maximum limits (or which violate any other applicable prohibitions, limitations, standards, or requirements), are subject to surcharges as provided by this Article, and are also violations of this Article. All violations of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements constitute a violation of this Article, subject to applicable fines, penalties and other enforcement actions. In no event shall the imposition of a surcharge for a discharge that does not meet the applicable prohibitions, limitations or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of this Article.*

- (2) **Headworks Mass Limits.** In place of using the Standard Concentration Limits provided in Section 27-76.01(B)(1) or a SAL concentration limit developed for a user under Section 27-76.01(C), the WWTP Superintendent may allocate specified portions of the available total load to an individual user as provided by this Section 27-76.01(B)(2) and associated written allocation procedures established by the

POTW as part of its approved IPP. No load allocations shall be made as provided by this Section until EGLE has approved the written allocation procedures.

- (a) As of the effective date of this Article, the following total loads are available for the following pollutant parameters for user-specific allocations:

<u>Parameter</u>	<u>Daily Maximum Load Limit</u> (total lbs/day)
BOD <sub>5</sub>	1330 <sup>1</sup>
COD	2661 <sup>1</sup>
TSS	3785
Phosphorus (T)	300
Ammonia Nitrogen NH <sub>3</sub> as N	371 <sup>2</sup>
TKN	631 <sup>2</sup>

*Notes:*

- 1. If a portion of the available total load for BOD<sub>5</sub> is allocated to a user, that user shall not at the same time also be allocated any load for COD, and vice versa.*
- 2. If a portion of the available total load for Ammonia Nitrogen is allocated to a user, that user shall not at the same time also be allocated any load for TKN, and vice versa.*

- (b) The WWTP Superintendent may allocate portions of the available total load for one or more of the parameters listed above to one or more individual users. The amounts of the load(s) allocated to each user shall be specified in the user's User Permit, along with any conditions as determined necessary by the WWTP Superintendent (including, but not limited to, a not-to-exceed maximum concentration limit for any parameter for which a loading is allocated). Any discharge by a user in excess of the loading allocated to the user in the User Permit shall constitute a violation of the User Permit and this Article. The POTW shall keep a record of how much of the available load for each parameter listed above has been allocated and maintain at all times a current total of how much remains available for allocation consistent with the requirements of this Section 27-76.01(B)(2).

- (c) Before allocating any amount of the available total load as provided by this Section, the WWTP Superintendent must determine that the proposed allocation will not cause the average composite loading of all users discharging to the POTW to exceed the available total loading for any pollutant as provided by Section 27-76.01(B)(2)(a); will not interfere with the POTW's ability to accept and treat wastewater as required by the POTW's NPDES Permit and other applicable laws and regulations; and that the allocation is otherwise reasonable and appropriate under all of the circumstances.
- (d) If the WWTP Superintendent allocates a portion of the available total loading for some, but not all, of the pollutants listed in Section 27-76.01(B)(2)(a) to a user, any pollutants not allocated a portion of the available total loading shall be subject to the concentration limits provided by Section 27-76.01(B)(1) or the SAL concentration limits for the pollutants, if any, that have been developed for the user under Section 27-76.01(C).
- (e) The allocation of a portion of available total load for a pollutant to an individual user shall not affect the applicability of surcharges to the user's discharge of that pollutant as provided by Section 27-76.01(B)(1).
- (f) All costs and expenses, direct and indirect, associated with developing a Headworks Mass Limit for a user shall be paid for by the user, including, but not limited to, the costs of reviewing the appropriateness of a proposed Headworks Mass Limit, all studies and reports, and all monitoring, sampling and generation of data; the full value of any City staff time (including any administrative and overhead costs and any required overtime), consultant and engineering fees, and actual attorney fees (including the POTW's legal counsel and any special legal counsel), associated with developing the Headworks Mass Limit for a user.
- (g) At anytime prior to or during the Headworks Mass Limit development process, the POTW may require a user that will be subject to the limit to post a performance bond (or other form of surety acceptable to the WWTP Superintendent) sufficient to cover all costs and expenses (direct and/or indirect) that might reasonably be incurred by the POTW in developing the limit, as determined necessary by the WWTP Superintendent.

- (h) If necessary, an updated maximum allowable headworks loading (MAHL) study shall be done at the expense of the user that will be subject to the limit. The MAHL shall be representative of the current flow and loading conditions at the POTW and demonstrate that there is sufficient capacity for the allocation of the specific pollutant. The MAHL study shall take into consideration the total load from all users and the allocation of load from the study shall be divided as determined appropriate by the WWTP Superintendent.
- (i) The POTW may require a user to submit any information that the POTW determines will be necessary to adequately evaluate the appropriateness of a proposed Headworks Mass Limit. This information may include, but shall not be limited to, any of the information that is required to be provided in a user permit application as set forth in Section 27-77.04 of this Article. If deemed necessary by the POTW, a site inspection may be required. Further, the POTW may require a review of historical data from sampling and monitoring the user's discharge, including, but not limited to, concentration and flow data. The user may be required to update this data using any means or methods determined necessary by the WWTP Superintendent. The POTW may also require a review of typical discharge concentrations and flows for similar users, and any applicable categorical standards.
- (j) After the proposed Headworks Mass Limit and associated monitoring frequency have been prepared, the POTW shall determine whether or not to approve the limit, or to approve the limit subject to whatever conditions the WWTP Superintendent deems appropriate. If approved, or approved subject to conditions, the user may accept or reject the Headworks Mass Limit and associated monitoring frequency. If the user accepts the Headworks Mass Limit, the WWTP Superintendent may modify or reissue the user's discharge permit to incorporate the limit and associated monitoring frequency, and any other conditions or requirements as determined appropriate by the WWTP Superintendent.
- (k) Except as otherwise expressly provided by this Section, an allocation of load for a pollutant parameter shall not affect a user's obligation to comply with the requirements and standards of this Article and other applicable laws and regulations.

- (1) The allocation of load for a pollutant parameter shall not convey to any person any property rights or privilege of any kind whatsoever, nor shall it be construed to authorize any injury to private or public property or any invasion of personal rights, or any violation of local, state or federal laws or regulations. An allocation may be reviewed, reevaluated, modified, and/or revoked without notice at any time and for any reason determined appropriate by the WWTP Superintendent. At a minimum, all existing allocations shall be reviewed whenever the POTW's NPDES permit is subject to renewal.
- (3) Any liquid, solid, gas or other pollutant (including, but not limited to, gasoline, benzene, naphtha, fuel or fuel oil) which by reason of its nature or quantity is sufficient either alone or by interaction with other substances to create a fire or explosion hazard or be injurious in any other way to persons, the POTW, or to the operation of the sewerage system, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140° F or 60° C using test methods specified in 40 CFR 261.21; and any pollutant which (alone or by interaction with other substances) causes an exceedence of 10 percent of the lower explosive limit (LEL) at any point within the POTW.
- (4) Pollutants that may cause corrosive structural damage to the POTW, or that due to their corrosive properties are capable of causing injury to persons or POTW personnel or harm to fish, animals or the environment. Discharges that have a pH lower than 5.0 s.u. (instantaneous minimum limit) or greater than 10 s.u. (instantaneous maximum limit) shall not be discharged.
- (5) Any solid, insoluble or viscous substance in concentrations or quantities which may cause obstruction to the flow in the POTW, may create an encumbrance to the POTW operations, or which otherwise may result in interference, including, but not limited to, grease, animal entrails or tissues, bones, hair, hides or fleshings, whole blood, feathers, ashes, cinders, sand, cement, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, strings, fibers, spent grains, spent hops, wastepaper, wood, plastics, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes or tumbling and deburring stones; or any material that can be disposed of as trash.
- (6) Any pollutant, including, but not limited to, oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration that may cause pass

through or interference with the POTW or constitute a slug load, or is otherwise discharged to the POTW in excessive amounts.

- (7) Wastewater (or vapor) having a temperature that will inhibit biological activity in the POTW or result in interference, or heat in such quantities that the temperature at any lift station or at the WWTP exceeds 104° Fahrenheit (40° C). No discharge to the POTW shall have a temperature less than 40° Fahrenheit (4.4° C) or greater than 135° Fahrenheit (57.2° C), unless approved in advance by the WWTP Superintendent.
- (8) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that may cause interference or pass through.
- (9) Pollutants that result in the presence of gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems. This prohibition includes, but is not limited to, wastewaters which contain liquids, solids or gases that cause gases, vapors or fumes from the discharge to exceed 10% of the immediately dangerous to life and health (IDLH) concentration. Discharges that contain more than one pollutant that may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the POTW. The more restrictive discharge limits shall be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge.
- (10) Substances that, either alone or by interaction with other substances, cause or substantially contribute to increases in sewer gas hydrogen sulfide levels above 10 parts per million vapor (ppmv) concentration in downstream collection system lift stations, manholes or sewers. If the WWTP Superintendent determines that a User's discharge is in violation of this prohibition, the WWTP Superintendent may require the User to take whatever actions are determined necessary and appropriate by the WWTP Superintendent to reduce the concentration of sewer gas hydrogen sulfide levels to less than 10 ppmv.
- (11) Trucked or hauled pollutants, except those introduced into the system at discharge points designated by the POTW, subject to the prior approval of the WWTP Superintendent and prior issuance of a User Permit.
  - (a) The WWTP Superintendent shall determine whether to allow the discharge of trucked or hauled pollutants based on the particular nature, character or

quantity of the proposed discharge in accordance with the discharge prohibitions, limitations and requirements provided by this Section.

- (b) The WWTP Superintendent may impose any conditions on the discharge determined necessary to ensure compliance with this Section, including, without limitation, conditions regarding the time, place, and manner of discharge, restrictions on the quantity and quality of the discharge, and sampling requirements.
- (c) The discharge shall not commence without prior notice to, and authorization from, the WWTP Superintendent, and a representative of the POTW shall be present at all times during the discharge.
- (d) All trucked or hauled wastes to be discharged to the POTW must be accompanied by a completed waste manifest form signed by the permittee and the hauler as provided by the minimum requirements of this Section. The permittee shall certify in writing on the manifest as to the source of all wastes in the load proposed to be discharged and that the wastes have been pretreated as required by applicable pretreatment standards and requirements. The hauler shall certify in writing on the manifest that the hauler has accepted no wastes other than those listed on the manifest. The manifest must be reviewed by the WWTP Superintendent prior to commencing discharge of the load. Failure to accurately record every load, falsification of data, or failure to transmit the form to the WWTP Superintendent for review prior to discharge shall constitute a violation of the permit and may result in revocation of the permit and/or the imposition of fines and penalties as provided by this Section.
- (e) The permittee's discharge of hauled wastes shall be subject to sampling by the POTW at any time, including, without limitation, prior to and during discharge, at no cost to the City. The WWTP Superintendent may require the permittee to refrain from, or suspend, discharging until the sample analysis is complete.
- (f) Trucked or hauled pollutants will be accepted only if transported to the POTW in compliance with state and federal hazardous waste and liquid industrial waste laws.

- (g) Each discharge of trucked or hauled pollutants will be accepted only after payment to the POTW of a trucked or hauled pollutant discharge fee as required by the WWTP Superintendent. Additional fees and charges may also be assessed to cover the POTW's administrative, consulting and legal expenses, and any additional treatment, handling or inspection expenses incurred by the POTW in connection with the discharge. Any such additional fees shall be established, paid, and collected as provided for IPP fees by Section 27-92. This discharge fee and any other fees and charges as provided by this subsection shall be in addition to surcharges that are otherwise applicable to the discharge.
- (h) The discharge of septage waste is prohibited.
- (12) Wastewater with color or light absorbency characteristics that may interfere with treatment processes or analytical determinations, including, without limitation, dye wastes and vegetable tanning solutions.
- (13) Any garbage or other insoluble or solid material that has not been properly shredded or that has a specific gravity greater than 2.65. "Properly shredded" means shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the POTW (or so as to otherwise not result in interference), with no particle greater than 1/2 inch in any dimension and no particle large enough to be retained by a standard no. 8 sieve.
- (14) Solvent extractibles, including, without limitation, oil, grease, wax, or fat, whether emulsified or not, in excess of applicable local limits; or other substances that may solidify or become viscous (with a viscosity of 110% of water) at temperatures between 32° Fahrenheit and 150° Fahrenheit in amounts that may cause obstruction to the flow in sewers or other interference with the operation of the POTW.
- (15) Soluble substances in a concentration that may increase the viscosity to greater than 10% over the viscosity of the water or in amounts that will cause obstruction to the flow in the POTW resulting in interference.
- (16) Any substance that exerts or causes a high or unusual concentration of inert suspended solids, as determined by the WWTP Superintendent, including, but not limited to, lime slurries, diatomaceous earth, and lime residues.

- (17) Any wastewater that contains suspended solids of such character, quantity or concentration that special attention is required, or additional expense incurred, to process such materials at the POTW.
- (18) Any substance that exerts or causes a high or unusual concentration of dissolved solids, including, but not limited to, sodium chloride or sodium sulfate.
- (19) Any substance, including, but not limited to, noxious or malodorous liquids, gases, fumes, or solids, that either singly or by interaction with other wastes are sufficient to create a public nuisance, cause workplace conditions in violation of any applicable workplace health or safety standard, pose a hazard to life, sufficient to prevent entry into the sewers for maintenance and repair, or cause any hazardous or unsafe conditions for the general public.
- (20) Anti-freeze, motor oil, brake fluid, transmission fluid, hydraulic fluid, cleaning solvents, oil-based paint, water-based paint with mercury biocides, and paint thinners.
- (21) Any radioactive wastes or isotopes of a half-life or concentration that may exceed limits established by applicable local, state or federal laws, rules or regulations.
- (22) Any pollutant that results in excess foaming during the treatment process. Excess foaming is any foam that, in the opinion of the WWTP Superintendent, may interfere with the treatment process.
- (23) Wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a categorical pretreatment standard.
- (24) Any hazardous waste as defined by this Article.
- (25) Any medical or infectious wastes, as defined by EGLE.
- (26) Any substance that may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation, reuse or disposal, or otherwise interfere with the reclamation, reuse, or disposal process. In no case shall a substance discharged to the POTW cause the POTW to be in non-

compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; under the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as RCRA, and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA); the Clean Air Act; the Toxic Substances Control Act; the Marine Protection, Research, and Sanctuaries Act; or any more stringent state or local regulations, as applicable.

- (27) Any unpolluted water, including but not limited to, non-contact cooling water, air-conditioning water, swimming pool water, stormwater, surface water, groundwater, roof runoff, and surface or subsurface drainage, except as otherwise expressly permitted by local, state and federal laws and regulations, and subject to obtaining all required permits and approvals from governmental agencies (including, without limitation, the City, EGLE, and the U.S. EPA) and providing any required treatment.
- (28) Any contaminated groundwater or landfill leachate determined by the POTW to have a reasonable potential to adversely affect the operation of the POTW, to result in pass through or interference, or to violate any pretreatment standard or requirement.
- (29) Any substance that will cause the POTW to violate its NPDES permit, the receiving water quality standards, or associated local, state or federal laws, rules or regulations.
- (30) Any substance in quantities that contribute to a high chlorine demand, including, but not limited to, nitrite, cyanide, thiocyanate, sulfite and thiosulfate.
- (31) Any wastewater that exceeds applicable categorical pretreatment standards, requirements or limits prescribed by local, state or federal laws, rules or regulations.
- (32) Any compatible or incompatible pollutant in excess of the allowed limits as determined by applicable local, state or federal laws, rules or regulations.
- (33) Any sludge, precipitate or waste resulting from any industrial or commercial treatment or pretreatment of any person's wastewater or air pollutants.
- (34) Residue (total on evaporation) in an amount that will cause obstruction to the flow in the POTW resulting in interference.

- (35) Water or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment to only such degree that the WWTP effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- (36) Any nondomestic wastewater before the POTW has approved a Notice of Intent submitted according to Section 27-78.08.
- (37) Waste not typically discharged to a sanitary sewer system unless specifically authorized by the POTW pursuant to policies and procedures established by the City and subject to limitations set forth in this Article.
- (38) Any mass, concentration or volume of a substance in excess of the amount allowed in a User Permit.
- (39) Any discharge with an average daily flow greater than 2% of the POTW's average daily wastewater flow, or having a rate of flow (gallons per day) greater than 10% of the POTW's average daily wastewater flow for a period of one (1) hour or more, except with the prior review and approval of the POTW.
- (40) Any discharge with detectable levels of a fungicide or herbicide.
- (41) Any discharge of PFAS, including but not limited to, PFOS and/or PFOA, in amounts that have the potential to cause pass through or interference, or that is otherwise discharged in an excessive amount.
- (42) Any pollutant, substance, or wastewater that, either directly or indirectly, and either singly or by interaction with other pollutants, has a reasonable potential to:
  - (a) create a chemical reaction with any materials of construction to impair the strength or durability of sewer structures;
  - (b) cause a mechanical action that will damage or destroy sewer structures;
  - (c) impede or restrict the hydraulic capacity of the POTW;
  - (d) interfere with normal inspection or maintenance of sewer structures;

- (e) place unusual demands upon the wastewater treatment equipment or processes by biological, chemical or physical means; or
    - (f) cause a hazard to human life or create a public nuisance.
- C. Special Alternative Limits. Notwithstanding the Standard Concentration Limits provided by Section 27-76.01(B)(1), and in addition to any Headworks Mass Limits that may be issued as provided by Section 27-76.01(B)(2), the POTW may, but shall in no case be required to, develop alternative maximum concentration limits for specific pollutants for a specific user (“Special Alternative Limits” or “SAL”), as provided by this Section 27-76.01(C) and associated written SAL procedures established by the POTW as part of its approved IPP. No SAL shall be developed for a user as provided by this Section until EGLE has approved the written SAL procedures.
  - 1. Prerequisites For SAL Development. Special Alternative Limits for specific pollutants may be developed for a user, and the resulting SAL may be implemented, subject to meeting all of the following conditions, as determined by the WWTP Superintendent:
    - a. All costs and expenses, direct and indirect, associated with developing a SAL for a user shall be paid for by the user, including, but not limited to, the costs of reviewing the user’s request for a SAL, all studies and reports, and all monitoring, sampling and generation of data; the full value of any City staff time (including any administrative and overhead costs and any required overtime), consultant and engineering fees, and actual attorney fees (including the POTW’s legal counsel and any special legal counsel), associated with developing the SAL for the user.

At anytime prior to or during the SAL development process, the POTW may require a user that requests the development of a SAL to post a performance bond (or other form of surety acceptable to the WWTP Superintendent) sufficient to cover all costs and expenses (direct and/or indirect) that might reasonably be incurred by the POTW as a result of the user’s request, as determined necessary by the WWTP Superintendent.
    - b. If necessary, an updated maximum allowable headworks loading (MAHL) study shall be done at the expense of the user that will be subject to the SAL. The MAHL study shall be representative of the current flow and loading

conditions at the POTW and demonstrate that there is sufficient capacity for the change in the specific pollutant. The MAHL study shall take into consideration the total load from all users and the allocation of load from the study shall be divided as determined appropriate by the WWTP Superintendent.

- c. Any change to the load limits resulting from the SAL shall not: (1) significantly hinder the capacity of the POTW to accept additional waste from new or existing domestic or nondomestic customers; or (2) exceed the capacity of the POTW.
  - d. The POTW has determined that the SAL is reasonable and appropriate under all of the circumstances, and that it is consistent with the purposes and objectives of this Article, the POTW's NPDES permit, and other applicable laws and regulations.
2. SAL Review Process. The process for the POTW to determine whether replacing a Standard Concentration Limit with a SAL is reasonable and appropriate shall be as follows, as determined applicable by the WWTP Superintendent:
- a. The user shall request in writing that the POTW develop a SAL for a particular pollutant.
  - b. The POTW may review the user's request and may require the user to submit any additional information that the POTW determines will be necessary to adequately evaluate the user's request. This information may include, but shall not be limited to, any of the information that is required to be provided in a user permit application as set forth in Section 27-77.04 of this Article. If deemed necessary by the POTW, a site inspection may be required.
  - c. The POTW may require a review of historical data from sampling and monitoring the user's discharge, including, but not limited to, concentration and flow data. The user may be required to update this data using any means or methods determined necessary by the WWTP Superintendent. The POTW may also require a review of typical discharge concentrations and flows for similar users, and any applicable categorical standards.

- d. The POTW shall review the status of the current Maximum Allowable Industrial Loadings (“MAIL”) for the pollutant for which the SAL is being requested to determine if sufficient loading remains to accommodate all, any part, or none, of the requested SAL.
  - e. After the proposed SAL and associated monitoring frequency have been prepared, the POTW shall determine whether or not to approve the SAL, or to approve the SAL only subject to whatever conditions the WWTP Superintendent deems appropriate.
  - f. If approved, or approved subject to conditions, the user may accept or reject the SAL and associated monitoring frequency. If the user accepts the SAL, the WWTP Superintendent may modify or reissue the user’s discharge permit to incorporate the SAL and associated monitoring frequency, and any other conditions or requirements as determined appropriate by the WWTP Superintendent.
  - g. The development of a SAL or implementation of a SAL in a user’s discharge permit shall not convey to any person any property rights or privilege of any kind whatsoever, nor shall it be construed to authorize any injury to private or public property or any invasion of personal rights, or any violation of local, state or federal laws or regulations. A SAL may be reviewed, reevaluated, modified, and/or revoked without notice at any time and for any reason determined appropriate by the WWTP Superintendent. At a minimum, all existing SALs shall be reviewed whenever the POTW’s NPDES permit is subject to renewal.
- D. Pollutant Reduction Plans. If the WWTP Superintendent determines that a user has the reasonable potential to discharge any regulated pollutant (including, but not limited to, mercury, PCBs, or PFAS) to the POTW in quantities or magnitude that may cause interference or pass through; adversely impact the POTW, its processes or beneficial use of biosolids; cause noncompliance with applicable federal or state laws or regulations; cause the POTW to violate its NPDES permit, or otherwise fail to meet the purposes and objectives of this Article, then the WWTP Superintendent may require the user to develop, submit for approval, and implement a Reduction Plan (“RP”) for the pollutant, as provided by this Section. The RP may be imposed as a condition to a User Permit, or may be required independently and even if a User Permit has not been issued to the user.

- (1) At a minimum, the RP shall contain such requirements and conditions, as determined necessary by the WWTP Superintendent to ensure that the pollutant reduction efforts will be effective in achieving the goals of this Article (including, but not limited to, requirements and conditions regarding user source identification; best management practices; schedules of compliance; monitoring, sampling and analysis; reporting; treatment system for removal of the pollutant from the discharged wastewater; written procedures for disposal of contaminated wastes and wastewater; employee training, and on-going employee training requirements regarding pollutant related issues; elimination, if feasible, of any purchased materials containing the pollutant; and any other elements determined necessary and appropriate under the circumstances by the WWTP Superintendent).
- (2) The goal of an RP shall be to maintain the amount of one or more pollutants or substances at or below the applicable discharge limits or levels, or such other goals as required by the POTW. The WWTP Superintendent may, in the WWTP Superintendent's sole discretion, consider cost-effectiveness during the development and implementation of an RP.
- (3) The WWTP Superintendent may require any user to submit an RP that describes the control strategy designed to proceed toward achievement of the specified goal and shall at a minimum include, but shall not be limited to, all of the following as determined necessary by the WWTP Superintendent on a case-by-case basis:
  - a. Periodic monitoring for the pollutant in the user's discharge.
  - b. Periodic monitoring of the potential sources of the pollutant in the user's discharge.
  - c. A commitment by the user that reasonable control measures and/or best management practices will be implemented when sources of the pollutant are discovered. Factors to be considered by the POTW may include the following:
    - (i) Significance of sources.
    - (ii) Economic considerations.
    - (iii) Technical and treatability considerations.
    - (iv) Such other factors as determined appropriate by the WWTP Superintendent.

- d. An annual status report. The report shall be sent by the user to the POTW and shall include, at a minimum, all of the following:
  - (i) All RP monitoring results for the previous year.
  - (ii) A list of potential sources of the pollutant in the user's discharge.
  - (iii) A summary of all actions taken by the user to reduce or eliminate the identified sources of the pollutant or substance.
  
- (4) As determined necessary by the WWTP Superintendent, the WWTP Superintendent may require a user to develop, submit and implement an RP for any pollutant or substance regulated by this Article. The WWTP Superintendent may also modify an approved RP at any time as determined necessary by the WWTP Superintendent to meet the goals and objectives of this Article.
  
- (5) Failure to submit an approvable RP within the specified deadlines or to fully and timely comply with any condition or requirement of an approved RP shall constitute a violation of this Article, subject to the fine, penalty, and other enforcement provisions of this Article.
  
- (6) Holding enforcement action in abeyance. Except as provided for in Section 27-76.01(D)(6)(c)(iv) and (vi), if the effluent sample analysis results of a user's discharge exceeds the applicable discharge limit, detection level, or quantification level for a pollutant, the WWTP Superintendent may, in the WWTP Superintendent's sole discretion, nevertheless allow that discharge to continue and may hold any enforcement action regarding the prohibited discharge in abeyance, subject to the terms, conditions, and requirements of this Section 27-76.01(C)(6), as follows:
  - a. If an approved RP is already in place: If effluent sample analysis results exceeds the applicable discharge limit, detection level, or quantification level for a pollutant for which an approved RP is already in place, then the WWTP Superintendent may, in the WWTP Superintendent's sole discretion, nevertheless allow that discharge to continue and may hold any enforcement action regarding the prohibited discharge in abeyance for the period that the sample represents if the RP (and all terms, conditions and requirements thereof) is being fully and continually performed in good faith by the user, as determined by the WWTP Superintendent, and subject to all of the requirements and conditions of Section 27-76.01(D)(6)(c).

- b. If an approved RP is not already in place: If effluent sample analysis results exceeds the applicable discharge limit, detection level, or quantification level for a pollutant for which an approved RP is not already in place, then the WWTP Superintendent may, in the WWTP Superintendent's sole discretion, nevertheless allow that discharge to continue and may hold any enforcement regarding the prohibited discharge in abeyance, subject to all of the requirements and conditions of Section 27-76.01(D)(6)(c), and provided further as follows: The user with the non-compliant discharge shall develop and implement an RP approved by the WWTP Superintendent to minimize the user's discharges of the pollutant in question to the POTW. The RP shall meet all of the requirements of this Section 27-76.01(D).
- c. The following requirements and conditions shall apply to any situation under this Section 27-76.01(D)(6) in which an enforcement action is held in abeyance as provided by this subsection (regardless of whether or not an RP was in place at the time of the non-compliance):
- (i) The user with the non-compliant discharge shall have a POTW-accessible point for monitoring all discharges from the user to the POTW, as approved by the POTW. All costs and expenses for and related to the installation and maintenance of this monitoring point and any required sampling devices shall be paid for solely by the user.
  - (ii) The user with the non-compliant discharge shall routinely self-monitor its discharges to the POTW for the pollutant in question using the sampling methods, procedures, preservation and handling, and analytical protocol required by the WWTP Superintendent and at the frequency specified by the WWTP Superintendent. All costs and expenses of this sampling and analysis shall be paid for solely by the user.
  - (iii) The POTW may collect any additional samples of the user's discharge as determined necessary by the WWTP Superintendent, all costs and expenses to be paid for by the user.
  - (iv) If the user complies with all of the requirements and conditions for the RP as specified by the WWTP Superintendent; and if the WWTP Superintendent determines that all reasonable and cost-effective

actions based on the economic, technical, and treatability considerations, including, but not limited to, all elements of the user's RP, have been, and continue to be, fully and satisfactorily implemented by the user; and if the user's discharge does not cause interference or pass through; adversely impact the POTW, its processes or beneficial use of biosolids; cause noncompliance with applicable federal or state laws or regulations; cause the POTW to violate its NPDES permit, or otherwise fail to meet the purposes and objectives of this Article, then the WWTP Superintendent may, in the Superintendent's sole discretion, hold enforcement action in abeyance and allow the user to continue the non-compliant discharge.

- (v) Notwithstanding any provision of this Section 27-76.01(D)(6) to the contrary, and regardless of whether a user fully complies with all requirements and conditions of this Section and/or of an approved RP, the WWTP Superintendent shall have the unconditional right to prohibit and terminate any non-compliant discharge at any time and without prior notice, and to take any enforcement action in response thereto, including any enforcement action that had previously been held in abeyance under this Section 27-76.01(D)(6).
- (vi) Notwithstanding any provision of this Section 27-76.01(D)(6) to the contrary, the WWTP Superintendent shall not hold an enforcement action in abeyance as provided by this subsection for any pollutant parameter other than mercury, PCBs, or PFAS unless the WWTP Superintendent has first obtained approval from EGLE to implement the requirements of this Section 27-76.01(D)(6) for the specific pollutant parameter in question.

**Sec. 27-76.02. Pretreatment Standards and Requirements**

- A. Compliance with applicable standards and requirements. The national categorical pretreatment standards as established for specific industries under 40 CFR chapter I, subchapter N are hereby made a part of the requirements of this Article in accordance with federal and state laws and regulations, and are incorporated by reference as if fully set forth in this Article. A user shall comply with all categorical pretreatment standards and any other pretreatment requirements established under the Act that are applicable to that user.

A user shall also comply with all other applicable pretreatment standards and requirements established under this Article or under state and federal laws and regulations.

- B. Deadlines for compliance. Compliance by existing sources with categorical pretreatment standards shall be within three (3) years of the date the standard is effective unless a shorter compliance time is specified by 40 CFR chapter I, subchapter N. Existing sources that become industrial users subsequent to promulgation of an applicable categorical pretreatment standard shall be considered existing industrial users except where such sources meet the definition of “new source.” New sources shall install and have in operating condition, and shall start-up all pollution control equipment required to meet applicable pretreatment standards and requirements before beginning to discharge. Within the shortest feasible time (not to exceed ninety (90) days), new sources must meet all applicable pretreatment standards and requirements.
- C. Alternative categorical limits. Categorical pretreatment standards shall apply to a user subject to categorical standards, unless an enforceable alternative limit to the corresponding national categorical standards is derived using any of the methods specified in MAC R 323.2313 (regarding removal credits, fundamentally different factor variances, net/gross calculations, equivalent mass per day limitations, and combined wastestream formula alternative limitations). The use of any alternative categorical limit shall be subject to the prior approval of the WWTP Superintendent. If local limits are more stringent than derived alternative categorical limits, the local limits shall control. All costs incurred by the City in determining or applying an alternative limit shall be reimbursed to the City by the user.
- D. Compliance with other applicable laws and regulations. Users of the POTW shall comply with all local, state, and federal laws and regulations that may apply to their discharges to the POTW, including, but not limited to, Article II, Air Pollution Control, Part 55 of Act 451 of the Public Acts of Michigan of 1994 (the Natural Resources and Environmental Protection Act).

**Sec. 27-76.03. Right of Revision**

Notwithstanding any other provision of this Article to the contrary, the City reserves the right to establish more restrictive prohibitions, limitations, standards or requirements for discharges to the POTW to prevent interference or pass through, to protect the POTW, to comply with applicable federal or state laws or regulations, to comply with the POTW’s NPDES permit, or as otherwise determined necessary by the WWTP Superintendent.

**Sec. 27-76.04. POTW's Right To Refuse or Condition Discharge**

The POTW may refuse to accept, or may condition its acceptance of, all or any portion of any proposed or existing discharge to the POTW from any person, regardless of whether or not a User Permit has been issued for the discharge, if the WWTP Superintendent determines that the discharge has a reasonable potential to: adversely affect the operation of the POTW; result in pass through or interference; violate any pretreatment standard or requirement; cause the POTW to violate its NPDES permit; or if the impacts of the discharge on the POTW or the POTW's discharge are uncertain or unknown (because, for example, no local limits or headworks analysis has been conducted for particular pollutants in the discharge). If the WWTP Superintendent denies any person permission to commence or continue all or any portion of a discharge to the POTW, the person shall refrain from commencing to discharge or shall immediately terminate the discharge to the POTW and shall not thereafter recommence discharge without written authorization from the WWTP Superintendent. Similarly, if the WWTP Superintendent denies any person permission to commence or continue all or any portion of a discharge to the POTW except subject to conditions determined necessary and appropriate by the WWTP Superintendent, the person shall refrain from commencing or continuing the discharge except in full compliance with those conditions. This includes, but is not limited to, the POTW's right to revise or revoke User Permits.

**Sec. 27-76.05. Most Restrictive Standards and Requirements Apply**

Notwithstanding any provision of this Article to the contrary, the most stringent or restrictive standard or requirement applicable to a user's discharge shall control, whether established by this Article, by any notice, order, permit, decision or determination promulgated, issued or made by the POTW under this Article, by state laws or regulations, including the POTW's NPDES permit, or by federal laws or regulations. Further, if state or federal laws or regulations provide for standards and requirements not covered by this Article that are otherwise applicable to a user's discharge, those standards and requirements shall apply to the user in addition to those required by this Article, and the most restrictive of those additional standards or requirements shall control and shall be complied with by the user immediately or within the time period specified by the law or regulation.

**Sec. 27-76.06. Dilution Prohibited as Substitute for Treatment**

Unless expressly authorized to do so by an applicable pretreatment standard or requirement and subject to the prior approval of the WWTP Superintendent, no user shall ever increase the use of process water, mix separate wastestreams, or in any other way attempt to dilute, thin, or weaken a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a

federal, state, or local standard, requirement or limitation. The POTW may impose mass limitations on Nondomestic Users that are using dilution to meet applicable pretreatment standards or requirements and in other cases where the imposition of mass limitations is appropriate. No user intending to use dilution as a substitute for treatment shall do so without the prior approval of the WWTP Superintendent consistent with the requirements of this Section.

**Sec. 27-77. USER PERMITS**

**Sec. 27-77.01. User Permit Required**

- A. Nondomestic User Permits. It is unlawful and prohibited for any significant industrial user (SIU), or any other user as determined necessary by the WWTP Superintendent to carry out the purposes of this Article, to discharge to the POTW without a Nondomestic User Permit as provided by this Section.
  
- B. General User Permits. The WWTP Superintendent may require any person other than a SIU to obtain a General User Permit to discharge to the POTW, subject to such terms and conditions as are determined necessary and appropriate by the POTW to achieve the purposes, policies, and objectives of this Article.
  - (1) A General User Permit may contain, but shall not be required to contain, any of the terms and conditions that would apply to a Nondomestic User Permit issued to a SIU as provided by this Section to comply with the general and specific discharge prohibitions of this Article, including, but not limited to, discharge limitations, and requirements regarding sampling and monitoring; pretreatment; pollution prevention, minimization or reductions plans; accidental discharge, spill prevention, and containment requirements; flow equalization; and implementation of best management practices or a best management practices plan.
  - (2) To the extent determined appropriate by the WWTP Superintendent on a case-by-case basis, a General User Permit issued under this Subsection shall be subject to provisions otherwise applicable to permits for SIUs. However, all General User Permits shall be non-transferable, and are subject to the permit fee and permit appeals provisions of this Article.
  - (3) It is unlawful and prohibited for any person required by the WWTP Superintendent to obtain a General User Permit to discharge to the POTW without a General User Permit as provided by this Section.

- (4) Failure to comply with a General User Permit issued under this Subsection constitutes a violation of this Article.
- (5) In no case shall a General User Permit be construed to authorize the illegal discharge or otherwise excuse a violation of this Article.
- C. Notwithstanding any provision of this Article to the contrary, if determined necessary by the WWTP Superintendent to achieve the goals and purposes of this Article, the WWTP Superintendent may issue a User Permit to any person without first requiring the person to submit or complete a permit application.
- D. Any violation of the terms or conditions of a User Permit is a violation of this Article, subject to the fine, penalty, and other enforcement provisions of this Article. Obtaining a User Permit shall not relieve a person of the obligation to obtain other permits or approvals that may be required by other local, state or federal laws or regulations.
- E. The issuance of a User Permit shall not convey to any person any property rights or privilege of any kind whatsoever, nor shall it be construed to authorize any injury to private or public property or any invasion of personal rights, or any violation of local, state or federal laws or regulations.

**Sec. 27-77.02. Determination Of User Status**

- A. The POTW may require any person to submit information to the POTW for its use in determining the person's status as a user, including, but not limited to, whether the user is a SIU, as well as to determine changes or the absence or inadequacy of changes in a user's facilities.
- B. The POTW shall notify a Nondomestic User of the POTW's belief that the user is, or may be, a SIU, or is otherwise required to obtain a permit to discharge. Upon such notification, the user must complete and submit an application for a Nondomestic User Permit on a form furnished by the POTW. The failure of the POTW to so notify a Nondomestic User shall not relieve any SIU of the duty to obtain a permit as required by this Article.
- C. Upon determination that a User Permit is required, no connection to the POTW shall be made and no discharge thereto shall occur until a permit is duly issued; provided, however, that the WWTP Superintendent may, in the Superintendent's sole discretion, issue a written

authorization in place of a permit, which authorization shall be valid for a period not to exceed 60 days.

**Sec. 27-77.03. Permit Application Deadlines**

Each user must file an application for a User Permit on the form provided by the POTW within the following deadlines:

- A. Existing SIUs: Any SIU discharging into the POTW as of the effective date of this Article shall submit a completed permit application form to the POTW as provided by this Section within 60 days of being so directed and provided a form by the POTW.
- B. Proposed New SIUs: Any SIU proposing to commence (or recommence) discharging into the POTW after the effective date of this Article shall, at least 60 days prior to the anticipated date on which discharging will commence (or recommence), request a permit application form and submit the completed application to the POTW.
- C. Categorical Users Subject to New Standard: A user which becomes subject to a new or revised national categorical pretreatment standard, and which has not previously submitted an application for a permit as required herein, shall apply to the POTW for a Nondomestic User Permit within 90 days after the promulgation of the applicable national categorical pretreatment standard. The POTW may also initiate this action; however, the failure of the POTW so to do shall not relieve a user of its obligation to obtain a permit.
- D. Other users: Any other user directed by the POTW to complete and submit a User Permit application shall do so within 60 days of being so directed by the POTW and provided a form by the POTW. Any user not required to obtain a User Permit for existing discharges must apply for and receive a User Permit prior to changing the user's discharge in such a manner that the resulting discharge would require a User Permit.

The WWTP Superintendent may also require any other person to file the information required by Section 27-77.04 of this Article (whether or not that person is currently a user, and whether or not that person is otherwise currently discharging to the POTW, a storm sewer, or receiving waters), if the WWTP Superintendent determines that there is a reasonable potential for the person to discharge to the POTW, a storm sewer, or receiving waters, whether due to an accidental spill or for any other reason. Any person directed by the WWTP Superintendent to submit the required shall do so within the time frame as directed by the WWTP Superintendent.

The failure or refusal of any person to submit or complete a permit application shall not in any way relieve the person from the duty to comply with a permit issued by the WWTP Superintendent. In no case shall the receipt or non-receipt of a completed permit application prevent the issuance of a permit by the WWTP Superintendent or relieve a person from the duty of fully complying with a permit that is issued by the WWTP Superintendent.

**Sec. 27-77.04. Permit Application Requirements**

All users shall submit the information required by this Section on the User Permit application form supplied by the POTW (or attached thereto) at a level of detail and in units and terms as determined necessary by the POTW to adequately evaluate the application, accompanied by payment of a permit application review fee. A separate application and supporting documentation shall be submitted for each separate location for which a User Permit is required.

- A. The name, address, and location of the facility or premises from which discharge will be made, including the names of the owner(s) and operator(s) of the facility or premises.
- B. Corporate or individual name, federal employer identification number, address and telephone number of the applicant.
- C. Whether the user is a corporation, partnership, proprietorship, or other type of entity, and the name of the person(s) responsible for discharges by the user.
- D. Name and title of the local authorized representative of the user who will have the authority to bind the applicant financially and legally, and who is authorized by the applicant as its agent to accept service of legal process, and the address and telephone number of such representative.
- E. The Standard Industrial Classification (SIC) numbers of all processes at the location for which application is made, according to the Standard Industrial Classification Manual, as amended (or, if applicable, the North American Industrial Classification System (NAICS) designation).
- F. Actual or proposed wastewater constituents and characteristics for each parameter listed in the permit application, including, but not limited to, any pollutants that are limited or regulated by any federal, state, or local standards or requirements. The information provided for such parameters shall include all of the following:
  - (1) Pollutants having numeric or narrative limitations as provided by this Article.

- (2) Pollutants limited by National Categorical Pretreatment Standards regulations for similar industries.
  - (3) For each parameter, the expected or experienced maximum and average concentrations during a one-year period shall be provided.
  - (4) For industries subject to National Categorical Pretreatment Standards or requirements, the data required shall be separately shown for each categorical process wastestream and shall include all information required in Section 27-78.01(A) for a Baseline Monitoring Report.
  - (5) Combined wastestreams proposed to be regulated by the combined wastestream formula shall be specified.
  - (6) Information regarding any other potential pollutants of concern, even if not limited by numeric or narrative limitations as provided by this Article or subject to National Categorical Pretreatment Standards or requirements.
- G. For purposes of information required by the application, sampling and analysis shall be performed in accordance with the following: Procedures established by U.S. EPA pursuant to Section 304 (g) of the Act and as contained in 40 CFR 136, as amended. If 40 CFR 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures in U.S. EPA publication "Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants," April 1977, and amendments or revisions thereto, or where appropriate and applicable, in accordance with any other sampling and analytical procedures approved by EPA, or as otherwise specified by the WWTP Superintendent.
- H. A listing and description of the following: plant activities, plant facilities, and plant processes on the premises for which the permit is being applied. Processes which are subject to National Categorical Pretreatment Standards or requirements shall be so designated, and identification of which pollutants are associated with each process shall be stated.
- I. A listing of the type and amount of raw materials and chemicals (including material safety data sheets) that are either used in the manufacturing process or could yield the pollutants referred to in this Section. Any user claiming immunity from having to provide such information shall furnish proof of such immunity that is acceptable to the WWTP

Superintendent and in accordance with all applicable local, state, and federal laws and regulations.

- J. A statement containing information on the spill containment and prevention of Accidental/Spill Discharges program for each of the pollutants referred to in this Section. The information provided shall include the following:
- (1) The approximate average and maximum quantities of such substances kept on the premises in the form of the following: (a) raw materials; (b) chemicals; and/or (c) wastes therefrom; and
  - (2) The containment capacity for each of the above items.

The following requirements apply for purposes of the spill containment and prevention statement required by this Subsection:

For raw materials, chemical solutions or waste materials that do not contain any substance on the Critical Materials Register promulgated by EGLE, only substances which are in a form which could readily be carried into the sewerage system and which constitute a concentration of 5% or greater on a dry weight basis in the raw material, chemical solution or waste material are required to be included in the statement. Volumes of less than 55 gallons or the equivalent need not be included unless lesser quantities could cause interference or pass through to the sewerage system.

For raw materials, chemical solutions or waste materials that contain any amount of any substance on the Critical Materials Register promulgated by EGLE, the statement shall include the name of the substance and the expected concentration so that the WWTP Superintendent can determine whether or not it may constitute a threat to the POTW if a spill occurs.

- K. The name and address of each laboratory performing analytical work for the user submitting the application.
- L. A description of typical daily and weekly operating cycles for each process in terms of starting and ending times for each of the 7 days of the week.
- M. Average and maximum 24-hour wastewater flow rates, including thirty (30) minute peak wastewater flow rates, and daily, monthly and seasonal variations, if any; and a list of each national categorical process wastestream flow rate and the cooling water, sanitary water and storm water flow rates separately for each connection to the POTW, and list showing

each combined wastestream. All flows shall be measured unless other verifiable techniques are approved by the WWTP Superintendent.

- N. A drawing showing all sewer connections and sampling manholes by the size, location, elevation and points or places of discharges into the POTW, storm sewer, or receiving waters.
- O. A flow schematic drawing showing which connections receive each national categorical process wastestream or other process wastestreams, and which connections receive storm water, sanitary water or cooling water.
- P. A schematic drawing showing which sewers handle each combined wastestream.
- Q. Each product produced by type, amount, process or processes and the rate of production as pertains to processes subject to production-based limits under national categorical standards or requirements shall be specified.
- R. Actual or proposed hours of operation of each pretreatment system for each production process.
- S. A description and schematic drawing showing each pretreatment facility, identifying whether each such facility is of the batch type or continuous process type.
- T. If other than potable water is used, identification of the user's source of intake water together with the types of usage and disposal method of each water source and the estimated wastewater volume from each source.
- U. A statement certified by a qualified professional regarding whether the requirements of this Article and the national categorical pretreatment standards and requirements are being met on a consistent basis; and if not, what additional operation and maintenance work and/or additional construction is required for the user to comply with applicable standards and requirements.
- V. A list of all environmental permits (and, if requested by the WWTP Superintendent, a copy of any environmental permit) held by the user applicable to the premises for which the User Permit is being sought.
- W. Whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet all applicable federal, state, and local pretreatment standards

and requirements. If additional O&M or additional pretreatment will be required to meet the applicable standards and requirements, then the user shall indicate the shortest time schedule necessary to accomplish installation or adoption of the additional O&M and/or pretreatment. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:

- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (including, without limitation, hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, beginning operation, and conducting routine operation). No increment referred to above shall exceed nine (9) months, nor shall the total compliance period exceed eighteen (18) months.
  - (2) No later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the POTW including, at a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine (9) months elapse between submissions of the progress reports to the POTW.
- X. Any other information determined necessary by the POTW Superintendent to adequately evaluate the application. To the extent that actual data is not available for a new source, the applicant shall supply estimated or expected information.
- Y. All applications (and reapplications) shall be signed and certified by an “authorized representative” of the user as defined by this Article.

**Sec. 27-77.05. Permit Issuance, Denial, or Determination that Permit not Required**

- A. The POTW shall evaluate the application information furnished by a user and may require additional information as necessary to complete and properly review the application. No action shall be taken by the POTW on an application (and the 120 day review period as provided by this subsection shall not begin to run) until the application is determined to be complete by the WWTP Superintendent. Within 120 days after the submission of a complete application (unless the POTW and the applicant agree to extend this time period),

the POTW shall either issue a User Permit subject to terms and conditions provided by this Article, deny the application, or determine that a permit is not required as provided by this Article.

B. A User Permit may be denied by the POTW:

- (1) If the POTW determines that the proposed discharge, or continued discharge, will not comply with all applicable standards and requirements of this Article;
- (2) If the user refuses, fails or declines to accept the terms and conditions of a permit as proposed to be issued by the POTW;
- (3) For any reason that would support a suspension or revocation of the permit as provided by this Article
- (4) If the POTW determines that the POTW cannot adequately or reasonably treat the user's discharge (due to insufficient capacity, the quality or quantity of the pollutants, available POTW resources etc.);
- (5) If the POTW is not satisfied that the user has not taken all reasonable steps to prevent, minimize or reduce pollutants in the user's discharge;
- (6) To prevent the discharge of pollutants into the POTW, singly or in combination with other pollutants, for which there is a reasonable potential, as determined by the WWTP Superintendent, to:
  - (a) Not meet applicable pretreatment standards and requirements;
  - (b) Interfere with the operation of the POTW;
  - (c) Pass through the POTW into the receiving waters or the atmosphere;
  - (d) Inhibit or disrupt the POTW's processing, use, or disposal of sludge;
  - (e) Cause health or safety problems for POTW workers; or
  - (f) Result in a violation of the POTW's NPDES permit or of other applicable laws and regulations;

- (7) If the POTW determines that there is not, or will not be, sufficient capacity available (in both wastewater volume and strength) for a proposed discharge in all downstream sewers, pump stations, interceptors, and force mains, including, but not limited to, adequate capacity to accept, treat, and dispose of BOD, TSS, or similar materials as required by applicable local, state, or federal laws, rules, or regulations; or
- (8) For any other reason determined by the WWTP Superintendent as necessary and appropriate to protect the POTW or to meet the purposes and intent of this Article.

**Sec. 27-77.06. Permit Conditions**

- A. User Permits shall be subject to all provisions of this Article and all other applicable regulations, user charges, and fees established by the POTW. Further, User Permits incorporate by reference all provisions, regulations, and requirements of the Ordinance without setting them forth in full therein.
- B. Nondomestic User Permits shall at a minimum include all of the conditions required by MAC 323.2306(a)(iii). In addition, User Permits shall include any conditions determined reasonably necessary by the WWTP Superintendent to prevent pass through or interference, to protect the quality of the receiving waters, to protect worker health and safety, to facilitate POTW sludge management and disposal, to protect ambient air quality, to protect against damage to the POTW, or to otherwise achieve the objectives of this Article, including, but not limited to, the following:
  - (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
  - (2) Limits on the average and/or maximum concentration, mass, or other measure of identified wastewater constituents or properties.
  - (3) Requirements for installation of pretreatment technology or construction of appropriate containment devices, or similar requirements designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
  - (4) Development and implementation of slug discharge control plans, spill control plans, or other special conditions, including additional management practices necessary to adequately prevent accidental or unanticipated discharges.

- (5) Requirements for installation, maintenance, repair, calibration and operation of inspection and sampling facilities and discharge flow monitors.
- (6) Specifications for monitoring programs which shall include, but are not limited to, sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
- (7) Compliance schedules.
- (8) Requirements for submission of technical reports or discharge reports.
- (9) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the POTW and affording the POTW access to those records.
- (10) Requirements for notifying the POTW if self-monitoring indicates a violation as provided by Section 27-78.04 of this Article, and for repeat sampling and analysis as provided by Section 27-79.06 of this Article.
- (11) Requirements for notification of any new introductions of wastewater constituents or of any substantial change in the volume or character of the wastewater being introduced into the POTW, including listed or characteristic hazardous waste for which the user has submitted initial notification under MAC R 323.2310(15).
- (12) Requirements for the notification of any change in the manufacturing and/or pretreatment process used by the permittee.
- (13) Requirements for notification of accidental or slug discharges, or discharges that exceed a discharge prohibition.
- (14) Requirements for notification and need for prior approval from the WWTP Superintendent for any proposed change in a sampling location.
- (15) A statement regarding limitations on transferability of the permit.
- (16) A statement of the duration of the permit.

- (17) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable pretreatment standards and requirements, including those that become effective during the term of the permit.
- (18) Requirements for a written certification signed by the permittee that acknowledges that the permittee has read and fully understands all terms and conditions of the permit; and acknowledges that the permittee accepts all of the terms and conditions of the permit as written and accepts full responsibility for complying with the permit as approved.
- (19) A statement of applicable civil and criminal penalties for violation of discharge limitations, pretreatment standards and requirements, and compliance schedules.
- (20) Requirements regarding development by a user of a pollutant prevention, minimization or reduction plan (e.g., for mercury or PCBs) or requirements regarding use of best management practices to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants, or other substances to the POTW, or otherwise meet the purposes, policies and objectives of this Article.
- (21) Other conditions as determined necessary by the WWTP Superintendent to ensure compliance with this Article and other applicable laws, rules and regulations.

If the POTW determines that a user is discharging substances of a quality, in a quantity, or in a location that may cause problems to the POTW or the receiving stream, the POTW has the authority to develop and enforce effluent limits applicable to the user's discharge.

**Sec. 27-77.07. Permit Modifications**

A User Permit may be modified by the POTW at any time and for any reason determined necessary by the WWTP Superintendent to assure compliance with the requirements of this Article and other applicable laws and regulations, including, without limitation, any of the following reasons:

- A. To incorporate any new or revised federal, state or local pretreatment standards or requirements, or other applicable requirement of law or regulation.
- B. Material or substantial changes or additions to the permittee's operations, processes, or the character or quality of discharge that were not considered in drafting or issuing the existing permit. It shall be the duty of a user to request an application form and to apply for a modification of the permit within 30 days of any such change(s). The POTW may modify

a permit on its own initiative based on its findings or upon reasonable cause to believe that any such change(s) has occurred or threatens to occur.

- C. A change in any condition in the permittee's discharge, facility, production or operations, or in the POTW, that requires either a temporary or permanent reduction or elimination of the permittee's discharge to assure compliance with applicable laws, regulations or the POTW's NPDES permit.
- D. Information indicating that the permitted discharge poses a threat to collection or treatment systems; the POTW's processing, use, or disposal of sludge; POTW personnel; or the receiving waters.
- E. Violation of any terms or conditions of the user's permit.
- F. Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required report or notice.
- G. Revision of, or a grant of a variance from, applicable categorical standards pursuant to 40 CFR 403.13.
- H. To correct typographical or other errors in the permit.
- I. To reflect transfer of the facility ownership and/or operation to a new owner or operator.
- J. To add or revise a compliance schedule for the permittee.
- K. To reflect changes or revisions in the POTW's NPDES permit.
- L. To ensure POTW compliance with applicable sludge management requirements promulgated by EPA.
- M. To incorporate any new or revised requirements resulting from reevaluation of the POTW's local limits.
- N. To incorporate a request for modification by the permittee, as determined appropriate by the POTW and provided the request does not create a violation of any applicable requirement, standard, law, rule or regulation.

The permittee shall be informed of any changes in the permit at least 30 days prior to the effective date of the change, unless a shorter time is determined necessary by the POTW to meet applicable laws, to protect human health or the environment, or to facilitate an enforcement action.

**Sec. 27-77.08. Permit Duration**

- A. Nondomestic User Permits shall be issued for a specified time period, not to exceed five (5) years, subject to modification, reissuance, suspension or revocation as provided by this Section. At the sole discretion of the WWTP Superintendent, a Nondomestic User Permit may be issued for a period less than five (5) years and may be stated to expire on a specific date.
- B. General User Permits may be issued for any time period determined appropriate by the WWTP Superintendent, subject to modification, reissuance, suspension, or revocation as provided by this Section.

**Sec. 27-77.09. Permit Reissuance**

- A. To apply for reissuance of an existing User Permit, a user must submit a complete permit application to the POTW accompanied by payment of an application fee at least ninety (90) days prior to the expiration of the user's existing permit (or at least 180 days prior to the expiration of a five (5) year permit) . The application shall be submitted in a form prescribed by the POTW. It shall be the responsibility of the user to make a timely application for reissuance.
- B. All User Permits issued to a particular user are void upon the issuance of a new User Permit to that user.

**Sec. 27-77.10. Continuation of Expired Permits**

An expired User Permit will continue to be effective until the permit is reissued only if: (a) the user has submitted a complete permit application at least 90 days prior to the expiration date of the user's existing permit (or at least 180 days prior to the expiration date of a five (5) year permit); and (b) the failure to reissue the permit, prior to expiration of the previous permit, is not due to any act or failure to act on the part of the user: provided, however, in no case may a permit continue for a period of more than five (5) years from the date of issuance. In all other cases, discharge to the POTW following expiration of a permit is unlawful.

**Sec. 27-77.11. Permit Suspension and Revocation**

User Permits may be suspended or permanently revoked by the POTW for any reason determined necessary by the POTW to assure compliance with the requirements of this Article, the POTW's NPDES permit, or other applicable laws and regulations, including, without limitation, any of the following reasons:

- A. Falsifying self-monitoring reports.
- B. Tampering with monitoring equipment.
- C. Failure to allow timely and reasonable access to the permittee's premises and records by representatives of the POTW for purposes authorized by this Article, including, without limitation, inspection or monitoring.
- D. Failure to meet effluent limitations.
- E. Failure to pay fines or penalties.
- F. Failure to pay sewer charges.
- G. Failure to pay permit fees.
- H. Failure to meet compliance schedules.
- I. Failure to comply with any term or condition of the permit, an order, the requirements of this Article, or any final judicial order entered with respect thereto.
- J. Failure to comply with any reporting or notice requirement.
- K. Failure to disclose fully all relevant facts in the permit application or during the permit issuance process, or misrepresentation of any relevant fact at any time.
- L. Failure to complete a wastewater survey or the User Permit application.
- M. As determined by the POTW, the discharge permitted by the permit has a reasonable potential to endanger human health or the environment and the threat can be abated only by suspension or revocation of the permit.

Upon suspension or revocation of a permit, a user shall immediately terminate its discharge to the POTW and shall not thereafter recommence discharge without further authorization from the WWTP Superintendent as provided by this Article. The POTW may reissue a revoked permit upon a showing satisfactory to the WWTP Superintendent that the permittee has corrected the violation or condition that led to the revocation. A person who has had a permit revoked may apply for a new permit.

**Sec. 27-77.12. Limitations on Permit Transfer**

- A. A User Permit is issued to a specific user for discharge from a specific facility and operation and shall not be assigned or transferred or sold to a new or different owner, operator, user, discharger, facility or premises, or to a new or changed facility or operation, without the prior written approval of the POTW. If the transfer of a permit is approved, any succeeding transferee permittee must also comply with the terms and conditions of the existing permit. The POTW may approve (but shall not be required to approve) the transfer of a permit only if all of the following conditions are met:
- (1) The transferor (permittee) shall give at least 60 days advance notice to the POTW of the proposed transfer of the permit (unless a shorter notice period is approved by the POTW in advance). The notice shall include a written certification signed by the proposed transferee that (a) states that the transferee has no present intent to change the facility's operations and processes; (b) identifies the specific date on which the transfer is to occur; (c) acknowledges that the transferee has read and fully understands all terms and conditions of the permit; and (d) acknowledges that the transferee accepts all of the terms and conditions of the permit as written and accepts full responsibility for complying with the existing permit if the transfer is approved.
  - (2) As of the date of the proposed transfer, there are no outstanding violations of the permit, and there are no unpaid charges, fines, penalties or fees of any kind due to the POTW from the transferor or the transferee related to use of the POTW.
  - (3) Except as to the identity of the new discharger (the transferee), the application materials for the permit to be transferred as originally filed by the transferor, as well as the terms and conditions of the permit itself, are completely accurate with respect to, and fully applicable to, the discharge, facilities, and activities of the transferee.
  - (4) The permit transfer fee as established by the POTW has been paid to the City.

- B. If the transfer of a permit is approved and the permit transfer fee has been paid to the City, the POTW shall make the necessary minor modifications to the permit to show the transferee as the permittee, and a copy of the permit shall be provided to the transferee for signature and certification by the transferee as provided by Section 27-78.11 of this Article. The transferor (permittee) shall remain liable for any discharges to the POTW from the facility (along with any other persons actually discharging from the facility to the POTW) until a transfer of the permit has been approved as provided by this Section.
- C. This Section is not intended to, and shall not be construed to, limit in any way the transfer of ownership of the property involved.
- D. Any attempt to transfer a User Permit that does not comply with the requirements of this Section renders the permit void as of the date of the invalid transfer.

**Sec. 27-77.13. Duty to Provide Information**

Users shall furnish to the POTW any available information that the POTW requests to determine whether cause exists for modifying, revoking and reissuing, or terminating a User Permit, to determine compliance with a permit, to determine whether a permit is required, or as otherwise determined necessary by the POTW. Users shall also, upon request, furnish to the POTW copies of any records required to be kept by a permit. The information and records requested by the POTW shall be provided by the user to the POTW within twenty-four (24) hours of the request, unless an alternative time frame is specified by the POTW when making the request or unless the POTW allows additional time for the user to submit the requested information based on a showing by the user of good cause for any delay. The user's failure to submit the requested information to the POTW within twenty-four (24) hours (or within any alternate time period approved by the POTW as provided by this Section) shall constitute a violation of this Article.

**Sec. 27-77.14. Permit Appeals**

Except as otherwise provided by this Section, an appeal to the Wastewater Board of Appeals ("WBA") of any final decision made by the WWTP Superintendent in connection with issuing or implementing a User Permit shall be governed by Section 27-18 of this Article. An appealing party must specify in its notice of appeal the action of the POTW being appealed and the grounds for the appeal. If a particular permit provision is objected to, the notice of appeal must specify the reasons for the objection, and the alternative provision, if any, sought to be placed in the permit. The effectiveness of a permit or any final decision made by the WWTP Superintendent shall not be stayed pending a decision by the WBA. If, after considering the record on appeal including any

statements provided by the POTW in response to the appeal, the WBA determines that a permit or any provision of a permit should be reconsidered, the WBA shall remand the matter to the WWTP Superintendent for further action as determined appropriate by the WBA. Specific provisions of a permit that are remanded by the WBA for reconsideration by the WWTP Superintendent shall be stayed pending further final action taken by the WWTP Superintendent as required by the decision of the WBA. A decision of the WBA not to remand any matter shall be considered final administrative action for purposes of judicial review.

**Sec. 27-77.15. Permits Not Stayed**

Except as otherwise expressly provided by Section 27-77.14, no action taken or request filed by any permittee shall operate to stay the effect of any permit or of any provision, term or condition of any permit, including, without limitation, a request for permit modification, reissuance, or transfer, or a notification of planned changes or anticipated noncompliance.

**Sec. 27-77.16. Permit Fees**

User Permit fees shall be established, paid and collected as provided by this Section and Section 27-92 of this Article.

**Sec. 27-78. REPORTING AND NOTICE REQUIREMENTS**

All users shall comply with the minimum reporting and notice requirements provided by this Section, as follows:

**Sec. 27-78.01. Reports By Nondomestic Users Regarding Categorical Pretreatment Standards and Requirements**

- A. Baseline Monitoring Reports. Within 180 days after the effective date of a categorical pretreatment standard, or 180 days after the final administrative decision made upon a category determination submission under MAC R 323.2311(2) whichever is later, an existing Nondomestic User subject to the categorical pretreatment standards and that currently discharges or is scheduled to discharge to the POTW shall submit a report to the POTW as required by MAC R 323.2310(2). At least 90 days prior to commencement of discharge, new sources, and sources that become Nondomestic Users subsequent to the promulgation of an applicable categorical pretreatment standard shall submit the reports to the POTW as required by MAC R 323.2310(2). Any changes to the information required to be submitted by a Nondomestic User pursuant to MAC R 323.2310(2)(a) through (e)

shall be submitted by the user to the POTW within 60 days of when the user becomes aware of the change.

- B. Reports on Compliance with Categorical Pretreatment Standard Deadline. Within 90 days following the date for final compliance with applicable categorical pretreatment standard or, in the case of a new source, following commencement of the discharge to the POTW, any Nondomestic User subject to categorical pretreatment standards and requirements shall submit the reports to the POTW required by MAC R 323.2310(3).
- C. Periodic Reports on Continued Compliance. Any Nondomestic User subject to a categorical pretreatment standard, after the compliance date of the categorical pretreatment standard, or, in the case of a new source, after commencement of the discharge into the public sewer or POTW, shall submit the periodic reports to the POTW required by MAC R 323.2310(4). These periodic reports shall be submitted at least once every six (6) months (during the months of June and December unless alternate months are approved by the POTW), unless required more frequently by the applicable pretreatment standard, by the POTW, or by the State. The reports shall include a record of all average and maximum daily flows during the prior six (6) month reporting period, except that the POTW may require more detailed reporting of flows. All flows shall be reported on the basis of actual measurement unless the POTW agrees, due to cost or nonfeasibility, to accept verifiable estimates of the average and maximum flows estimated using techniques approved by the POTW. The combined wastestream formula may be used for reporting purposes after the initial information has been furnished to the POTW, provided there has been no change to the elements composing the combined wastestream. The results of sampling of the discharge and analysis of pollutants appearing in the report shall be cross-referenced to the related flow and mass to determine compliance with National Categorical Pretreatment Standards. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (or pollution prevention alternative), the user shall submit documentation required by the POTW or the Pretreatment Standard necessary to determine the compliance status of the user.

**Sec. 27-78.02. Reports Required for Nondomestic Users Not Subject to Categorical Pretreatment Standards**

- A. All Nondomestic Users not subject to categorical pretreatment standards shall submit to the POTW periodic reports providing information regarding the quality and quantity of wastewater and pollutants discharged into the POTW (including, without limitation, information regarding the nature, concentration (or mass), and flow of the discharge). These reports shall be based on sampling and analysis performed in the period covered by

the report in accordance with the sampling, analysis, and monitoring requirements provided by Section 27-9 of this Article (except that historical sampling data shall not be used for the periodic compliance reports required by this Section 27-78.02).

- B. For Significant Industrial Users, the reports shall be submitted at least once every six (6) months for the preceding six (6) months (during the months of June and December unless alternate months are specified by the POTW), unless required more frequently by the POTW.
- C. If required by the POTW for Nondomestic Users other than Significant Industrial Users, the reports shall be submitted at least once every twelve (12) months for the preceding twelve (12) months (during the month of October unless an alternate month is specified by the POTW), unless required more frequently by the POTW.
- D. The reports for all Nondomestic Users shall be submitted on forms provided by (or in a format required by) the POTW, and shall include, without limitation, the volume of wastewater; the concentration of pollutants; the names of all person(s) responsible for operating and maintaining any pretreatment equipment, pretreatment processes, or responsible for wastewater management at the user's facilities, with a brief description of each person's duties; information regarding materials or substances that may cause interference or pass through; and any other information deemed necessary by the POTW to assess and assure compliance with applicable discharge requirements or to safeguard the operation of the POTW.

**Sec. 27-78.03. Notice by User of Potential Problems**

All Nondomestic Users, whether or not subject to categorical pretreatment standards, shall notify the POTW immediately by telephone of all discharges by the user that could cause problems to the POTW, including, without limitation, accidental discharges, slug loadings, discharges of a non-routine, episodic nature, non-customary batch discharge, or discharges that exceed a discharge prohibition or limitation provided by this Article. The notification shall include available information regarding the location of the discharge, its volume, duration, constituents, loading and concentrations, corrective actions taken and required, and other available information as necessary to determine what impact the discharge may have on the POTW. A detailed written report providing the same and any additional available information (including specifying the measures that will be taken by the user to prevent similar future discharges) shall also be provided by the user to be received by the WWTP Superintendent within five (5) days of the incident.

**Sec. 27-78.04. Notice by User of Violation of Pretreatment Standards**

If sampling performed by a Nondomestic User indicates a violation, the user shall notify the POTW within twenty-four (24) hours of becoming aware of the violation (and shall comply with other applicable requirements provided by Section 27-79.06 regarding repeat sampling and analysis).

**Sec. 27-78.05. Notice by User of Changed Discharge or Change in User Status**

- A. A Nondomestic User shall promptly notify the POTW in advance of any substantial change in the volume or character of pollutants in its discharge, or of any facility expansion, production increase, or process modifications that could result in a substantial change in the volume or character of pollutants in its discharge.
- B. For purposes of this Section, “promptly” means as soon as reasonably possible, but in no event less than sixty (60) days before the change.
- C. For purposes of this Section, “substantial change” includes, without limitation, any of the following:
  - (1) The discharge of any amount of a pollutant not identified in the user’s permit application or in the permit issued.
  - (2) An increase in concentration (or degree) of any pollutant that exceeds 10% of the concentration (or degree) for the pollutant as indicated in any report required under Section 27-78.01 or 27-78.02;
  - (3) An increase in discharge volume that exceeds 20% of the volume as indicated in any report required under Section 27-78.01 or 27-78.02.
  - (4) Any increase in the amount of any hazardous wastes discharged, including, without limitation, the hazardous wastes for which the user has submitted initial notification under Section 27-78.06 of this Article.
  - (5) The discharge of any ground waters purged for a removal or remedial action.
  - (6) The discharge of any pollutants that are present in the discharge due to infiltration.
  - (7) A change in discharge that may convert a Nondomestic User into a Significant Industrial User, or a Nondomestic User into a Categorical User.

- (8) A change in discharge that would cause a change in the categorical standards that apply to the user.
- D. In determining whether to accept any changed discharge, or, if so, under what conditions, the POTW shall evaluate the changed discharge pursuant to the general and specific discharge prohibitions under Section 27-76.01 and other applicable provisions of this Article. The user may be required to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a User Permit application.
- E. No user shall implement the planned changed conditions until and unless the WWTP Superintendent or his/her designee has responded to the user's notice.
- F. This Section shall not be construed to authorize a discharge that exceeds a discharge prohibition or limitation provided by this Article or a permit.

**Sec. 27-78.06. Notice By User Regarding Wastes That Are Otherwise Hazardous**

Any Nondomestic User that discharges to the POTW a substance that, if disposed of other than by discharge to the POTW, would be a hazardous waste under 40 CFR Part 261 or under the rules promulgated under the state hazardous waste management act (Part 111 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.11101 et seq., as amended) shall notify the WWTP Superintendent, the U.S. EPA Region V Waste Management Division Director, and the State hazardous waste authorities of the discharge as required by MAC R 323.2310(15).

**Sec. 27-78.07. Notice by User Regarding Installation of New Pretreatment Facilities**

Within five (5) days after completing installation of new pretreatment facilities, the user shall notify the WWTP Superintendent in writing of the time and date when it intends to commence operation of the new facilities, and the identity of the person who will conduct any tests to be performed. The pretreatment facilities shall not be placed in regular operation until adequate tests have been conducted to establish that the discharges will comply with the requirements of this Article and other applicable laws and regulations. Upon prior written request by the WWTP Superintendent, the user shall allow a representative of the POTW to observe the tests at the time they are conducted. The cost of the tests shall be paid by the user.

**Sec. 27-78.08. Notice of Intent**

- A. At least sixty (60) days before commencing or changing a discharge, each of the following persons shall submit a Notice of Intent to the POTW for approval by the WWTP Superintendent:
- (1) A person proposing to discharge any nondomestic wastewater not previously reported to the POTW.
  - (2) A person taking possession or control of an existing facility that discharges or may discharge process wastewater into the POTW.
  - (3) A person constructing a new facility that will discharge process wastewater into the POTW.
  - (4) A person commencing or modifying a discharge of hazardous wastes that requires reporting under Section 27-78.06.
- B. The Notice of Intent shall be submitted in writing on a form provided by the POTW and shall be accompanied by a payment of any fees established by the City. It shall include sufficient information to allow the WWTP Superintendent to evaluate the effect of the proposed discharge on the POTW and operations and to assure compliance with this Article.

**Sec. 27-78.09. Other Reports and Notices Required by this Section or by Other Applicable Laws and Regulations**

Users shall comply with all other reporting or notice requirements as provided by this Article, by any notice, order or permit issued under this Article, or as required by any other applicable law or regulation, including, without limitation, the reporting and notice requirements in connection with accidental discharge (Section 27-10), upset (Section 27-11), bypass (Section 27-12), and any other reports or notice requirements determined necessary by the POTW to assess and assure compliance with the requirements of this Article.

**Sec. 27-78.10. Requirements Applicable to All Required Reports, Notifications, and Applications**

All reports, notifications, and applications submitted by a user to the POTW as required by this Article (or by any order, permit or determination issued or made pursuant to this Article) shall meet the following requirements:

- A. All reports, notifications, applications and requests for information required by this Article shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, notification, application or request. The data shall be representative of conditions occurring during the applicable reporting period. If a pretreatment standard requires compliance with a Best Management Practice or pollution prevention alternative, the user shall submit documentation as required by the POTW or the applicable standard to determine compliance with the standard.
- B. If a user monitors any pollutant (or measures flow) more frequently than required by this Article or a User Permit, using the monitoring, sampling and analytical procedures as required by Section 27-79.01, the results of all such additional monitoring shall be included in any report or notification submitted pursuant to this Article.
- C. The WWTP Superintendent may require that reports, notifications, and other required documents and data be submitted in a standardized format, as specified by the WWTP Superintendent.
- D. If the POTW, instead of a user, collects all of the information, including flow data, required for a report required by Sections 27-78.01 or 27-78.02, the WWTP Superintendent, in the Superintendent's sole discretion, may waive the requirement that the report be submitted by the user.
- E. The reports, notifications, and other documents and data required to be submitted or maintained by this Article shall be subject to all of the provisions as specified by MAC R 323.2310(13).
- F. Written reports, notifications, and applications will be deemed to have been submitted to the POTW, unless otherwise specified by the WWTP Superintendent, as follows:
  - 1. If mailed, on the date postmarked.

2. The date of receipt of the report shall govern for reports, notifications, or applications which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, including, but not limited to, reports, notifications, or applications that are hand-delivered, faxed, or emailed.
  3. Written reports, notifications, and applications may be submitted to the POTW by fax or email (or by any means other than mail or hand-delivery) only with the prior approval of the POTW on a case-by-case basis. The report or notification shall be sent to the fax number or email address specified by the POTW.
- G. All written reports, notifications, and applications submitted by mail or hand-delivery shall be sent or delivered to the address stated in the User Permit, or if there is no User Permit, then to the following address:
- City of Jackson  
WWTP  
2995 Lansing Ave  
Jackson, MI 49202  
Telephone: (517) 788-4075  
Attn: WWTP Superintendent
- H. Failure to provide the reports, notifications, and applications required by this Article constitutes an independent violation of this Article. However, compliance with applicable reporting and notification requirements shall not relieve a user of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such report or notification relieve a user of any fines, penalties, or other liability that may be imposed by applicable laws or regulations. Further, the reporting and notification requirements required by this Article shall not be construed to authorize a discharge that exceeds a discharge prohibition or limitation under this Article or other applicable laws or regulations.

**Sec. 27-78.11. Signature and Certification Requirements**

All written reports, notifications, and applications required by this Article shall be signed and certified as follows:

- A. Required Signatures. The reports, notifications, and applications shall be signed by an “authorized representative” of the user as defined in Section 1.2 of this Article.

- B. Required Certification. The reports, notifications, and applications shall include the following certification statement:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

- C. Exception. If the POTW elects to perform instead of the user all or any portion of the sampling or analysis otherwise required for a report or notification, the user will not be required to comply with the certification requirements for the sampling and analysis (or portion thereof) performed by the POTW.

### **Sec. 27-79. SAMPLING, ANALYSIS AND MONITORING REQUIREMENTS**

This Section provides the sampling, analysis and monitoring requirements applicable to users of the POTW. It does not apply to Domestic Users except as may be determined appropriate in specific cases by the POTW. All users required by this Article (or by any permit, order, decision or determination issued or made under this Article) to sample, monitor and analyze their discharges to the POTW shall do so according to the minimum requirements provided by this Section. Additional or more restrictive sampling, analytical or monitoring requirements may be required for a particular user by a permit, order, decision or determination issued or made under this Article.

#### **Sec. 27-79.01. Sampling and Analytical Techniques and Procedures**

All sampling, measurements, tests, and analyses of the characteristics of discharges to the POTW shall be performed in accordance with the procedures approved by the U.S. EPA contained in 40 CFR Part 136. If, as determined by the WWTP Superintendent, the sampling and analytical techniques contained in 40 CFR Part 136 are not available, do not apply to the discharge or pollutants in question, are not appropriate under the circumstances for application to the discharge or pollutants in question, or where one or more alternate techniques are available under 40 CFR Part 136, sampling and analysis shall be performed using validated sampling and analytical methods and procedures approved or required by the WWTP Superintendent.

**Sec. 27-79.02. Sampling Frequency**

Users shall sample their discharges to the POTW at a frequency necessary to assess and assure compliance with the requirements of this Article, any permit or order issued pursuant to this Article, all applicable pretreatment standards and requirements, other applicable state and federal laws and regulations, or as otherwise determined necessary by the WWTP Superintendent consistent with the purposes and intent of this Article. At a minimum, all Significant Industrial Users shall sample their effluent two (2) times per year (once every six (6) months) or as often as provided by their permits, whichever is more frequent, and report the results to the POTW. Each discharge point to the POTW shall be sampled and reported individually.

**Sec. 27-79.03. Sample Types**

Where representative samples are required to be taken for facilities for which historical sampling data does not exist (or if otherwise requested by the WWTP Superintendent), a user shall take a minimum of 4 grab samples for pH, temperature, cyanide, phenols (T), residual chlorine, oil and grease, sulfide, and volatile organics (and any other parameters designated by the WWTP Superintendent), unless a greater number of grab samples is required in advance by the WWTP Superintendent. For facilities for which historical sampling data is available, or under other circumstances determined appropriate by the WWTP Superintendent, the WWTP Superintendent may authorize a lower minimum number of grab samples (except that historical data shall not be used for periodic compliance reports as required by Section 27-78.02). In all cases, users shall take the minimum number of grab samples determined necessary by the POTW to assess and assure compliance by users with applicable pretreatment standards and requirements. Grab samples may be required to show compliance with instantaneous minimum or instantaneous maximum discharge limits. For all other pollutants and sampling, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the WWTP Superintendent. Where time-proportional composite sampling or grab sampling is authorized by the WWTP Superintendent, the samples must be representative of the discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil & grease the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the POTW, as appropriate.

**Sec. 27-79.04. Sampling Methods, Equipment and Location**

- A. General. A user shall use the sampling methods, sampling equipment, and sampling location specified by the user's User Permit, or, in the absence of a permit, as otherwise required by the WWTP Superintendent.
- B. Contaminated groundwater. For discharges to the POTW from remedial actions related to leaking underground storage tanks or other sources of contaminated groundwater, the WWTP Superintendent may require the following analyses or such other analyses as determined appropriate by the WWTP Superintendent:
  - (1) Samples shall be analyzed for benzene, ethylbenzene, toluene and xylene using the latest methods approved by U.S. EPA.
  - (2) For total petroleum hydrocarbons, samples shall be analyzed according to the latest methods approved by U.S. EPA.

**Sec. 27-79.05. Costs of Monitoring, Sampling and Analyses**

All required monitoring, taking of samples, and sample analyses, whether performed by the POTW or by a user, including, but not limited to, the costs or fees associated with inspection or surveillance, shall be at the sole cost of the user. For users with more than one outfall, each outfall monitored shall be charged separately.

**Sec. 27-79.06. Self-monitoring**

- A. Except as otherwise provided by this Article, self-monitoring shall be conducted by each Nondomestic User to insure compliance with all applicable requirements of this Article and other applicable laws and regulations.
- B. A user performing its own sampling shall submit the samples for analysis to a laboratory (which may include the user's own laboratory) approved by the POTW.
- C. A user performing its own sampling or monitoring shall record and maintain for all samples and monitoring (including any sampling and monitoring associated with Best Management Practices) the date, exact location (which shall match sampling locations identified in the user's User Permit, as applicable), time (including start time and stop time) and method of sampling or measurement, and the name(s) of person(s) taking the samples or measurements; sampler programming information; the sample preservation techniques or

procedures used; the full chain-of-custody for each sample; the dates the analyses were performed and completed; who performed the analyses; the analytical techniques and methods used; the detection limits and/or quantification level used per parameter; quality assurance/quality control (QA/QC) procedures used and QA/QC data; and the results of the analyses.

- D. If sampling performed by a user indicates a violation, the user shall notify the WWTP Superintendent within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the POTW within thirty (30) days after becoming aware of the violation. If the POTW has performed the sampling and analysis in lieu of the user, the POTW must perform the repeat sampling and analysis unless the POTW notifies the user of the violation and requires the user to perform the repeat sampling and analysis. The user shall not be required to resample if (a) the POTW performs sampling at the user at a frequency of at least once per month, or (b) the POTW performs sampling at the user between the time when the user performs its initial sampling and the time when the user or the POTW receives the results of the sampling that indicates the violation.
- E. If a user uses its own laboratory for sample analysis, the WWTP Superintendent may require the user to send split samples to an independent laboratory at a frequency specified by the WWTP Superintendent as a quality control check.
- F. Users required to do monthly sampling shall submit sample results to the WWTP Superintendent by the fifteenth (15<sup>th</sup>) day of the following month, unless specified otherwise in the user's User Permit.

**Sec. 27-79.07. Sampling and Analyses Performed by POTW**

- A. The sampling and analysis required by this Article may be performed by the POTW instead of the user, as determined necessary by the WWTP Superintendent for purposes of this Article. The POTW shall provide the user with copies of analytical results prepared by the POTW. If the results of any sampling and analysis performed by the POTW instead of the user show that a pretreatment standard has been violated, the POTW shall provide the user with copies of the analytical results within ten (10) days after the results are available.
- B. If the POTW performs the required sampling and analysis for a user, the user shall pay a sampling fee to the POTW to fully reimburse the POTW for the sampling, including administrative and overhead costs. The POTW may contract with an independent firm to

perform the sampling and analysis and the user shall fully reimburse the POTW for amounts paid by the POTW to the independent firm.

**Sec. 27-79.08. Split Samples and Sample Results**

- A. If requested by the POTW, the POTW shall be provided with splits of any sample taken by a user. The user shall provide splits to the POTW at no cost to the POTW.
- B. If requested by a user prior to the collection of a sample of the user's discharge, the POTW shall leave a portion of the sample of the discharge taken from any sampling point on or adjacent to the premises for the user's independent analysis.
- C. In cases of disputes arising over split samples, the portion taken and analyzed by the POTW shall be controlling unless proven invalid. The burden of proving the POTW's results invalid shall be on the user and at the user's sole cost.

**Sec. 27-79.09. Maintenance, Repair and Calibration of Equipment**

- A. A user who performs self-monitoring shall contract with an independent company (unless the requirement to use an independent company is waived in advance by the WWTP Superintendent as determined appropriate by the WWTP Superintendent) to maintain, repair, and calibrate the sampling and flow measurement equipment and instruments used to monitor the user.
- B. The maintenance, repair, and calibration shall be performed as often as necessary to ensure that monitoring data is accurate and representative (but in no event less frequently than twice in a calendar year at reasonable intervals), consistent with the accepted capability of the type of equipment used, and shall be at the sole cost of the user.
- C. A user shall keep a complete and accurate written record of all calibrations, inspections and maintenance done (including, without limitation, the date and time of the activity, a description of what was done and the methods used, the names of persons conducting the activity, and any required or recommended follow-up). The record shall also include a description of all problems discovered regarding the equipment whether in response to a regularly scheduled inspection or otherwise.
- D. The POTW, in any event, may inspect and test a user's sampling and flow measurement equipment and instruments at all times.

- E. In no case shall a user's failure to keep its equipment, instruments and facilities in good working order constitute grounds for the user to claim that sample results are not representative of its discharge.

**Sec. 27-79.10. Required Sampling Structures and Devices**

- A. The POTW may require any user to install suitable control structures (such as sampling manholes or sampling vaults) and necessary measuring and sampling devices (including automatic devices) to facilitate the observation, sampling, and measurement of the quantity, composition, and concentrations of discharges to the POTW. The POTW may require the user to install control structures and measuring and sampling devices at every discharge point and/or outfall. Further, multiple separate and discrete building sewers, control structures, and measuring and sampling devices may be required for a single user, premises, building, facility or user, as determined necessary by the WWTP Superintendent. The structures and devices shall be maintained at all times in a safe, clean and proper operating condition at the sole expense of the user.
- B. There shall be ample room in or near the control structure to allow accurate monitoring, measuring, sampling and preparation of samples for analysis, as determined necessary by the WWTP Superintendent. At a minimum, all sewers shall have an inspection and sampling manhole or structure with an opening of no less than 24 inches in diameter and an internal diameter of no less than thirty-six 36 inches containing flow measuring, recording and sampling equipment as required by the WWTP Superintendent to assure compliance with this Article.
- C. Any temporary or permanent obstruction for safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the verbal or written request of the POTW and shall not be replaced. The costs of clearing such access shall be borne solely by the user.
- D. The location and complexity of the required control structure or devices may vary with sampling requirements determined necessary by the WWTP Superintendent to protect the POTW and to comply with applicable laws and regulations.
- E. The required sampling structures and devices shall be constructed and installed at the user's sole expense in accordance with plans submitted to the POTW, and in compliance with all applicable local construction standards and specifications. Users shall submit to the POTW plans and specifications for construction or modification of monitoring facilities at least thirty (30) days before the proposed commencement of construction or modification. If a

user constructs or modifies monitoring facilities before POTW approval or without an inspection during construction and the POTW determines that the monitoring facilities are not acceptable, then the user shall at its cost reconstruct or modify the monitoring facilities according to the requirements of the POTW. Construction shall be completed within ninety (90) days following written notification by the POTW, or within such other shorter or longer time period specified by the WWTP Superintendent as required by the particular circumstances to meet the requirements of this Article. The structures and devices shall be operated and maintained by the user at the user's sole expense so as to be safe and accessible to POTW personnel at all times and so as to provide accurate and representative monitoring data. If a user fails to install or maintain a required structure or device, the POTW may do so and charge the costs to the user. No person shall use a required control structure for any purpose other than the sampling and monitoring activities specifically approved by the POTW.

- F. The sampling structures and devices must be provided on the user's premises as approved by the POTW, but the POTW may, if it determines that such a location would be impractical or cause undue hardship to the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.
- G. Samples shall be taken at a control structure approved by the POTW. However, in the absence of a suitable control structure as required by this Section, samples shall be taken immediately downstream from pretreatment facilities if pretreatment facilities exist, or immediately downstream from the regulated process if no pretreatment facilities exist. If other wastewaters are mixed with a regulated process wastestream prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined wastestream formula under MAC R 323.2311(7) or other methods required by the POTW to evaluate compliance with applicable pretreatment standards and requirements.
- H. No user shall change monitoring points or monitoring methods without first notifying and receiving the approval of the WWTP Superintendent. The WWTP Superintendent shall not approve any change in a user's monitoring point or points that would allow the user to substitute dilution for adequate treatment to achieve compliance with applicable standards.
- I. A user shall allow the POTW access to all sampling and monitoring facilities as provided by Section 27-87.01 of this Article.

**Sec. 27-79.11. Determination of Flow**

The City may use any of the following methods to determine the amount of wastewater flow discharged to the POTW from a user's Premises, as determined appropriate by the City:

- (A) If the premises are metered, the amount of water supplied to the premises by the City or a private water company as shown by the water meter;
- (B) If the premises are supplied with river water or water from private wells, the City may estimate the amount of water supplied from such sources based on the water, gas or electric supply to the Premises;
- (C) If the premises are used for an industrial or commercial purpose of such a nature that the water supplied to the premises cannot be (or is not) entirely discharged to the POTW, the City may estimate the amount of wastewater discharged to the POTW based on the water, gas or electric supply to the Premises;
- (D) The City may determine the amount of wastewater discharged to the POTW based on measurements and samples taken by the City from a manhole installed by the owner of the premises, at the owner's sole expense, as required by the City under this Article; or
- (E) The City may determine the amount of wastewater discharged to the POTW from a premises using a combination of any of the above methods, or using any other method determined appropriate by the City.

**Sec. 27-80. ACCIDENTAL DISCHARGES**

**Sec. 27-80.01. General**

This Section sets forth minimum requirements for Nondomestic Users (and any other users as required by the WWTP Superintendent) to prepare for, respond to, and report, accidental discharges to the POTW. Additional or more restrictive requirements may be required for particular users under a User Permit, a slug control plan, or by other applicable laws and regulations.

- A. Each Nondomestic User shall provide and continuously maintain protection from accidental discharge of materials or other substances regulated by this Article as provided by this Section. The City may refuse to accept current or proposed discharges from any user that fails to comply with the requirements of this Section.

- B. Detailed plans showing facilities and operating procedures to provide the protections required by this Section shall be submitted to the POTW for review prior to construction of the facilities. All existing users shall submit the required plans and information with their permit applications or upon request of the POTW. For new sources, facilities and operating procedures to provide the protections required by this Section shall be approved by the POTW prior to commencing discharge. No user who commences discharging to the POTW after the effective date of this Article shall be permitted to introduce pollutants into the system until accidental discharge facilities and procedures as provided by this Section are in place and have been approved by the POTW.
- C. Facilities to prevent accidental discharge of regulated materials or substances shall be provided and maintained at the user's cost and expense. Review and approval by the POTW of plans and operating procedures shall not relieve the user from the responsibility to modify the user's facility as necessary to meet the requirements of this Article. Compliance with the requirements of this Section shall not relieve a user of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, or for any other damage to persons or property, or for any other liability that may be imposed under this Article or under other applicable laws and regulations.
- D. No change shall be made in any plan or procedure approved by the POTW as provided by this Section without the prior review and approval of the POTW.
- E. All users shall notify the POTW in writing within five (5) days of any change in the information required to be provided to the POTW as set forth below in this Section (including, without limitation, information regarding the person in charge of discharge operations, the description of chemicals stored, used or manufactured by the user, the description of user discharges, and the description of user premises).

**Sec. 27-80.02. Designation of Person in Charge of Discharge Operations**

Each Nondomestic User shall designate at least one person to be in charge of and responsible for the user's discharges to the POTW, including responsibility for maintaining pretreatment facilities and operations, if any, and prevention of accidental discharges ("person in charge"). The person so designated shall be an individual with knowledge of all toxic wastes or hazardous substances routinely or potentially generated by the user, and of all process alterations that could, in any manner, increase or decrease normal daily flow or waste strength to the POTW. The names of the person (or persons) designated as provided by this Section and a phone number where the person can be reached for 24-hour contact shall be submitted by each user to the POTW.

**Sec. 27-80.03. Description of Chemicals Stored, Used or Manufactured by User; User Discharges; User Premises**

Unless the WWTP Superintendent determines that all of the following information has already been appropriately provided to the POTW pursuant to other requirements of this Article, each Nondomestic User shall:

- A. Catalog all chemicals stored, used, or manufactured by the user at the user's premises. The list of chemicals shall include specific chemical names (not just manufacturer's codes) and shall be provided to the POTW.
- B. Provide the POTW with a written description of the user's discharge practices, including an estimate of daily average flows, waste strengths, and flow types, separated according to appropriate categories including process, cooling, sanitary, etc.
- C. Provide to the POTW a detailed, scaled professionally prepared drawing of the user's plant building(s), including the location of pretreatment equipment, process and chemical storage areas, waste storage areas, floor drains located near process and storage areas, manhole or other control structures, and sewer locations at the user's point of discharge into the POTW.

**Sec. 27-80.04. Segregation of Wastewaters Requiring Pretreatment**

Nondomestic Users shall segregate wastewaters requiring pretreatment (including, without limitation, spent concentrates, toxics, and high strength organic wastes) as necessary to prevent pollutants from interfering with or passing through the POTW. All sludges generated by pretreatment shall be used and disposed of only as permitted by applicable local, state and federal laws and regulations.

**Sec. 27-80.05. Secondary Containment Requirements**

- A. Each Nondomestic User must provide and maintain at the user's sole expense secondary spill containment structures (including diking, curbing or other appropriate structures) adequate to protect all floor drains from accidental spills and discharges to the POTW of any pollutants or discharges regulated by this Article.
- B. The containment or curbing shall be sufficient to hold not less than 150% of the total process area tank volume and not less than 150% of liquid polluting material stored or

used, unless a lesser containment area or alternate control measures are approved in advance by the WWTP Superintendent.

- C. The containment area shall be constructed so that no liquid polluting material can escape from the area by gravity through the building sewers, drains, or otherwise directly or indirectly into the POTW. All floor drains found within the containment area must be plugged and sealed.
- D. Spill troughs and sumps within process areas must discharge to appropriate pretreatment tanks.
- E. Emergency containment shall also be provided for storage tanks that may be serviced by commercial haulers and for chemical storage areas.
- F. Solid pollutants shall be located in security areas designed to prevent the loss of the materials to the POTW.
- G. Detailed plans showing facilities and operating procedures to provide the protection required by this Section shall be submitted to the WWTP Superintendent for review, and shall be approved by the WWTP Superintendent before construction. Construction of approved containment for existing sources shall be completed within the time period specified by the WWTP Superintendent.
- H. No new source shall be permitted to discharge to the POTW until emergency containment facilities have been approved and constructed as required by this Section.
- I. The WWTP Superintendent may order a user to take interim measures for emergency containment as determined necessary by the WWTP Superintendent under the circumstances.

**Sec. 27-80.06. Submission of Pollution Incident Prevention Plan**

- A. Each user required to develop a pollution incident prevention (“PIP”) plan as provided by Part 5 of the Michigan Water Resources Commission Rules, 1979 ACR 323.1151 et seq., as amended (promulgated pursuant to Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., as amended), shall submit a copy of that plan to the WWTP Superintendent.

- B. The PIP Plan shall be submitted to the WWTP Superintendent within sixty (60) days of the effective date of this Article for an existing source, or thirty (30) days prior to the date of discharge for a new source.

**Sec. 27-80.07. Posting of Accidental Discharge Information**

All Nondomestic Users shall post a clearly legible set of instructions in the area where the user manages wastewater so that the applicable reporting and notice requirements are made known and are available to the user's employees. In addition, all Nondomestic Users shall instruct their employees on the applicable reporting and notice requirements of this Section.

**Sec. 27-80.08. Notice of Accidental Discharge**

- A. In the case of an accidental discharge, a user shall immediately notify the POTW of the incident by telephone.
- B. The notification shall include the name of the person placing the call, the name of the user, and all available information regarding the location of the discharge, its volume, duration, constituents, loading and concentrations, corrective actions taken and required, and other available information as necessary to determine what impact the discharge may have on the POTW.
- C. A detailed written report providing the same and any additional available information (including specifying the measures that will be taken by the user to prevent similar future discharges) shall also be provided by the user to the WWTP Superintendent within five (5) days of the incident.
- D. Providing notice of an accidental discharge shall not relieve a user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notice relieve a user of any fines, civil penalties, or other liability which may be imposed by this Article or other applicable law.

**Sec. 27-80.09. Slug Control Plan**

- A. Upon written notice from the POTW, a Significant Industrial User shall prepare and implement an individualized slug control plan. Existing Significant Industrial Users shall submit a slug control plan to the POTW for approval as specified by the POTW in the written notice . If required by the POTW, new sources that are Significant Industrial Users

shall submit a slug control plan to the POTW for approval before beginning to discharge. Upon written notice from the POTW, Nondomestic Users that are not Significant Industrial Users may also be required to prepare and implement a slug control plan, and the plan shall be submitted to the POTW for approval as specified in the notice. All slug control plans shall contain at least the following elements:

- (1) A description of discharge practices, including non-routine batch discharges;
  - (2) A description of stored chemicals, raw materials, and waste;
  - (3) The procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate any discharge prohibition, limitation or requirement under this Section, and procedures for follow-up written notification within five (5) days of the discharge;
  - (4) The procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and measures and equipment for emergency response.
- B. If a user has submitted to the POTW plans or documents pursuant to other requirements of local, state or federal laws and regulations which meet all applicable requirements of Section 27-80.09(A), the WWTP Superintendent, in the Superintendent's sole discretion, may determine that the user has satisfied the slug plan submission requirements of this Section.

**Sec. 27-81. UPSET AND ADDITIONAL AFFIRMATIVE DEFENSES**

**Sec. 27-81.01. Upset**

An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if all of the requirements of Section 27-81.01(A), below, are met. However, in the event of an upset, the user may still be liable for surcharges for exceeding applicable discharge limitations as provided by this Article. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

- A. Conditions Necessary to Demonstrate Upset. A user seeking to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence, all of the following:
- (1) An upset occurred and the user can identify the cause(s) of the upset;
  - (2) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures;
  - (3) The user has submitted the following information to the POTW within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission containing the same information must be provided within five (5) days of becoming aware of the upset):
    - (a) A description of the discharge and cause of non-compliance;
    - (b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
    - (c) The steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- B. User Responsibility in Case of Upset. The user shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards and other applicable limits upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

**Sec. 27-81.02. Additional Affirmative Defenses**

A user shall have an affirmative defense in any action brought against it alleging a violation of the general prohibitions under Section 27-76.01(A) and specific prohibitions under Sections 27-76.01(B)(5), (6), (7) or (8) if the user can demonstrate that all of the conditions necessary to establish the defense under MAC R 323.2303(3)(a) and (b) are met. However, even if the affirmative defense is established, the user may still be liable for surcharges for exceeding applicable discharge limitations as provided by this Article. In any enforcement proceeding, the

user seeking to establish the affirmative defenses provided by MAC R 323.2303(3) shall have the burden of proof.

**Sec. 27-82. BYPASS**

**Sec. 27-82.01. Bypass Not Violating Applicable Pretreatment Standards or Requirements**

A Nondomestic User may allow any bypass to occur that does not cause pretreatment standards or requirements to be violated, but only if the bypass is for essential maintenance to assure efficient operation. A bypass that meets the requirements of the preceding sentence of this Section is not subject to the provisions in Sections 27-82.02, 27-82.03, and 27-82.04. However, nothing in this Section shall be construed to authorize a discharge that exceeds a discharge prohibition or limitation under this Article or other applicable laws or regulations; nor to relieve a user for any expense, loss, damage, or liability that may be incurred as a result of the bypass, such as damage to the POTW, fish kills, or any other damage to person or property; nor to relieve the user of any fines, penalties or other liability that may be imposed by applicable laws or regulations as a result of the bypass.

**Sec. 27-82.02. Bypass Prohibited**

Except as provided by Section 27-82.01, the bypass of industrial wastes from any portion of a user's facility is prohibited, and shall be subject to enforcement action, unless all of the following apply:

- A. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage.
- B. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. (This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventative maintenance.)
- C. The user submitted the notices as required under Section 27-82.03.

**Sec. 27-82.03. Required Notices**

- A. Anticipated bypass. If a user knows in advance of the need for a bypass, it must submit prior notice of the bypass to the POTW. Such notice shall be submitted to the POTW as

soon as the user becomes aware of the need for the bypass, and if possible, at least ten (10) days before the date of the bypass.

- B. Unanticipated bypass. A user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the POTW within twenty-four (24) hours from the time the user becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The WWTP Superintendent may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

#### **Sec. 27-82.04. POTW Approved Bypass**

The WWTP Superintendent may approve an anticipated bypass after considering its adverse effects, if the WWTP Superintendent determines that it meets the conditions set forth in Sections 27-82.02(A), 27-82.02(B) and 27-82.02(C). It shall be a violation of this Article for a user to allow an anticipated bypass to occur without the prior approval of the WWTP Superintendent.

#### **Sec. 27-83. CONFIDENTIAL INFORMATION**

##### **Sec. 27-83.01. Confidential Information**

The following provisions shall apply regarding the treatment by the POTW of confidential information submitted to or obtained by the POTW in the administration of this Article:

- A. Information and data regarding a user obtained from reports, questionnaires, permit applications, permits and monitoring programs, and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests at the time of submission and is able to demonstrate to the satisfaction of the WWTP Superintendent, and in accordance with applicable state and federal laws and regulations, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.
- B. Information submitted by a user for which confidentiality is requested shall be clearly marked on each page as to the portion or portions considered by the user to be confidential and shall be accompanied by a written explanation of why the user considers the

information to be confidential or why the release of the information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

- C. Information that may disclose trade secrets or trade secret processes, and for which the user has requested, and been granted, confidentiality as provided by this Section, shall not be made available for inspection by the general public; however, that information shall be made available upon written request to governmental agencies for uses related to matters regulated by this Article and shall be made available for use by the state, any state agency, or the POTW in judicial review or enforcement proceedings that involve the user that furnished the information. The POTW shall notify the user ten (10) days in advance if it intends to release confidential information to another governmental agency as authorized by this Section.
- D. Information furnished to the POTW on the volume or characteristics of wastewater or pollutants discharged or proposed to be discharged into the POTW shall be available to the public or other governmental agency without restriction.
- E. If a user has mass-based limits as allowed by certain categorical pretreatment standards on a production basis, the production data necessary to determine compliance must also be provided by the user to the POTW, and shall be available to the public. If application of the combined waste stream formula is necessary to apply categorical pretreatment standards to a user, the flow measurements and other data used in the calculation must be provided by the user to the POTW, and shall be available to the public.
- F. Observations made by POTW inspectors shall be subject to the confidentiality provisions of this Section as if they were in writing if the user specifies to the POTW in writing for which particular observations made by the inspector the user seeks confidentiality.
- G. All confidential information and/or data with respect to a particular user that is on file with the POTW shall be made available upon written request by that user or its authorized representative during regular business hours.

**Sec. 27-84. RECORDS RETENTION**

**Sec. 27-84.01. Maintenance of Records**

All users shall retain and preserve records, including, without limitation, all books, documents, memoranda, reports, correspondence and similar materials, related to matters regulated by this

Article as provided by the minimum requirements of this Section or as provided by a permit or order issued pursuant to this Article.

- A. Discharge Records. A Nondomestic User shall retain, preserve, and make available to the POTW for inspection and copying, for the period specified in Section 27-84.01(C) all records related to matters regulated by this Article, including, without limitation, all documents, memoranda, correspondence and similar materials; copies of all required reports, notifications, and applications; all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation; copies of results of all sampling, monitoring, measurements and analyses; all documentation associated with Best Management Practices; and records of all data used to complete the application for a permit. Any Nondomestic User subject to the sampling, monitoring, analysis, or reporting requirements of this Article shall maintain copies of all records and information pertaining to those requirements or resulting from any monitoring activities (whether or not such monitoring activities are required by this Article). For all samples, the records shall include, at a minimum, the information required to be recorded by Section 27-79.06 of this Article.
- B. Hazardous or Solid Waste. A Nondomestic User shall retain and preserve all records regarding its generation, treatment, storage, or disposal of hazardous waste or solid waste for the period specified in Section 27-84.01(C), and shall make them available to the POTW for inspection and copying, subject to the provisions in this Article regarding confidential information. (As used in this Section, the terms “hazardous waste” and “solid waste” shall have the same definition as provided in the state hazardous waste management act, Part 111 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.11101 et seq., as amended, and the rules promulgated under that act.)
- C. Retention Period. Users subject to the reporting requirements of this Article (or of any permit or order issued pursuant to this Article) shall retain the records specified in Sections 27-84.01(A) and 27-84.01(B) for a period of at least three (3) years from (a) the date the record was created or (b) the date the record was first used or relied upon by the user, whichever is later. The three (3) year retention period shall be extended during any administrative or judicial action, enforcement proceeding or litigation regarding matters regulated by this Article (or regarding discharges of the POTW under its NPDES permit), until all such actions, proceedings, or activities have concluded and all periods of limitation with respect to any and all appeals have expired. The three (3) year retention period may also be extended at any time at the request of the POTW, EGLE, or the U.S. EPA. The POTW shall retain all records, notices and other information regarding discharges to the POTW submitted to it by Nondomestic Users of the POTW for a period of not less than three (3) years.

**Sec. 27-85. ADMINISTRATION OF THE POTW**

**Sec. 27-85.01. Operation and Management of POTW**

The operation, maintenance, alteration, repair and management of the POTW shall be under the supervision and control of the City. The City has the exclusive right to establish, maintain and collect rates and charges for use of the POTW. The City may employ the persons in the capacities as the City deems necessary and advisable to ensure the efficient and effective operation, maintenance, alteration, repair and management of the POTW, to comply with the POTW's NPDES permit, and to discharge its financial obligations. The City may establish any laws, rules, regulations, and procedures as determined necessary by the City to undertake the activities as provided by this Section and to otherwise meet the purposes and objectives of this Article.

**Sec. 27-85.02. Powers of WWTP Superintendent**

As directed by the City, the WWTP Superintendent shall (either directly, through, or in conjunction with other authorized representatives of the City) take the following actions:

- A. Supervise the implementation of this Article.
- B. Review plans submitted by users for pretreatment equipment.
- C. Make inspections and tests of existing and newly installed, constructed, reconstructed, or altered sampling, metering, or pretreatment equipment to determine compliance with the provisions of this Article.
- D. Verify the completeness, accuracy and representativeness of self-monitoring data submitted and/or maintained by users.
- E. Determine and assess IPP fees and surcharges as provided by this Article.
- F. Investigate complaints of violations of this Article, make inspections and observations of discharges, and maintain a record of the investigations, complaints, inspections and observations.
- G. Issue orders and notices of violation and take other actions as necessary to require compliance with this Article.

- H. Develop and implement a Control Authority Enforcement Response (CAER) Plan as required by 40 CFR 403.8(f)(5). The CAER Plan shall provide procedures for the POTW to investigate and respond to instances of noncompliance by users. The CAER Plan and any associated regulations developed by the WWTP Superintendent shall become effective upon approval by the City.
- I. With the approval of the City, and in conjunction with the City's legal counsel, institute necessary civil or criminal judicial legal actions and proceedings in a court of competent jurisdiction against all users violating this Article to prosecute violations of this Article, to compel the abatement or prevention of violations, to compel compliance with this Article and any order, determination, permit or agreement issued or entered into under this Article, and to pursue any other necessary or advisable legal and/or equitable judicial relief or remedies with respect to violations of this Article.
- J. In conjunction with the City's legal counsel, commence a municipal civil infraction action against any user violating this Article, and issue municipal civil infraction citations and municipal civil infraction violation notices for violations of this Article.
- K. Perform any other actions authorized by this Article, or as necessary or advisable for the supervision, management and operation of the POTW and the enforcement of this Article and other applicable laws and regulations.

**Sec. 27-86. USER POLLUTION CONTROLS**

**Sec. 27-86.01. Provision by Users of Necessary Pretreatment Facilities**

Users shall provide necessary wastewater treatment as required to comply with all applicable pretreatment standards and requirements within the time limitations specified by applicable law or regulation, and as required to comply with the requirements of a User Permit or order issued pursuant to this Article. All facilities required to pretreat discharges shall be provided, operated, and maintained at the user's sole expense. Detailed, professionally signed and sealed plans showing the pretreatment facilities, specifications, and operating procedures shall be submitted to the POTW for review and approval prior to construction. The POTW may approve, approve with conditions, or disapprove the plans, specifications and operating procedures. A user shall not begin discharging from the treatment facilities until facilities have been approved and all conditions and requirements of the approval have been met as determined by the POTW. The review and approval by the POTW of such plans and operating procedures does not in any way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the POTW under the provisions of this Article. Any subsequent changes in the pretreatment facilities

or method of operation shall be reported to and be approved by the POTW prior to the user's initiation of the changes. (Users shall notify the POTW regarding the installation of new pretreatment facilities or modification of existing facilities as provided by Section 27-78.07 of this Article.)

**Sec. 27-86.02. Proper Operation and Maintenance**

A user shall at all times properly operate and continuously maintain, at the user's sole expense, all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the user to comply with the requirements of this Article. Proper operation and maintenance includes, without limitation, effective performance, adequate funding (including replacement costs), adequate operator staffing, and adequate quality assurance/quality control (QA/QC) procedures for sampling and analysis, so as to provide adequate wastewater collection and treatment on a continuing basis, to conform with all local, state and federal laws and regulations, and to assure optimum long-term management of the facilities and system.

**Sec. 27-86.03. Removed Substances**

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act, and other applicable local, state, and federal laws and regulations.

**Sec. 27-86.04. Duty to Halt or Reduce Activity**

Upon reduction of efficiency of operation, or loss, or failure of all or part of a user's pretreatment equipment or facility, the user shall, to the extent necessary to maintain compliance with categorical pretreatment standards and other applicable standards, requirements, and limits, control its production and all discharges until operation of the equipment or facility is restored or an alternative method of treatment is provided. This requirement applies in situations, including, without limitation, where the primary source of power for the pretreatment equipment or facility is reduced, lost, or fails. It shall not be a defense for a user in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this Article.

**Sec. 27-86.05. Duty to Mitigate**

A user shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from noncompliance with this Article, including such accelerated or

additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

**Sec. 27-86.06. Duty to Pretreat Prior to Discharge to POTW**

Except as otherwise expressly required by this Article, by a User Permit, by an order or other determination of the WWTP Superintendent, or by other applicable law or regulation, the prohibitions and limitations provided by this Article or a User Permit shall apply at the point where wastewater and pollutants are discharged or caused to be discharged into the POTW and any required pretreatment shall, at a minimum, be completed before that point of discharge is reached.

**Sec. 27-86.07 Implementation of Best Management Practices or Best Management Practices Plan**

- A. The WWTP Superintendent may require any user to develop and implement Best Management Practices to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants or other substances from the user's premises to the POTW, as determined necessary by the WWTP Superintendent.
- B. In addition, the WWTP Superintendent may require a user to develop and submit a Best Management Practices Plan ("BMPP"), including an enforceable implementation schedule, for review and approval by the WWTP Superintendent. The BMPP shall be submitted within thirty (30) days after notification by the WWTP Superintendent or as otherwise required by a User Permit. The BMPP shall be directed at preventing the entrance of pollutants, directly or indirectly, into the POTW. The BMPP shall be available for inspection at all times at the user's premises. At a minimum, a user's BMPP shall contain all of the following elements, as determined necessary by the WWTP Superintendent, at a level of detail and in units and terms as determined necessary by the WWTP Superintendent to adequately evaluate the plan:
  - 1. A statement of the purpose and objectives of the plan.
  - 2. A description of the strategies, methods, policies and procedures to prevent, minimize or reduce the introduction of pollutants into the user's discharge and to minimize waste generation.
  - 3. A description of the options available to the user to control accidental spillage, leaks and drainage.

4. A description of best available or practicable control technologies available for the user's specific circumstances.
  5. A detailed facility layout and site diagram showing points of entry into the POTW.
  6. A description of the waste handling, treatment and discharge disposal facilities, including flow diagrams and process schematics.
  7. A description of operating and maintenance processes and procedures.
  8. Inventory of raw materials and a list of waste sources, including a list of all chemicals used or stored at the facility.
  9. A description of employee training programs, policies and procedures; continuing education programs; and participation.
  10. A description of documentation, including record keeping and forms.
  11. A description of monitoring activities.
  12. Information log of facility personnel, organization chart, emergency phone numbers, contact persons and maintenance or service representatives.
  13. Certification by a qualified professional that the plan is adequate to prevent spills, leaks, slug loads, or non-customary discharges of regulated substances, directly or indirectly, to the POTW.
  14. Such other information, documents or diagrams as required by the WWTP Superintendent, including, but not limited to, any of the information required under Section 27-77.04 of this Article.
- C. The BMPs or BMPP required of a user or approved for a user shall be incorporated in a User Permit issued to the user. If the user already has a User Permit, the existing permit may be modified to incorporate the BMP requirements. If the user does not currently have a User Permit, a permit shall be issued for that purpose.
- D. The WWTP Superintendent may require revisions to users BMPP if the WWTP Superintendent determines that the plan contains elements that are inadequate, or as otherwise determined necessary by the WWTP Superintendent to ensure compliance with

applicable requirements of this Article. Review of a BMPP by the WWTP Superintendent shall not relieve the user from the responsibility to modify its facility as necessary to comply with local, state and federal laws and regulations.

**Sec. 27-86.08. FOG Interceptors; Alternate FOG Pretreatment Technology; Sand Traps.**

A. General Requirements Applicable To All FOG Interceptors; Alternate FOG Pretreatment Technology; and Sand Traps.

1. Any user required to install a FOG interceptor, an Alternate FOG Pretreatment Technology (“AFPT”), or a sand trap to prevent the discharge of fats, oils, grease, sand, or other materials to the POTW shall comply with the minimum requirements as provided by this Section or as otherwise specified by the WWTP Superintendent.
2. Interceptors, AFPTs, and traps that are required by this Section shall be provided, cleaned, maintained in proper operating condition, and kept in continuously efficient operation at all times, at the sole expense of the owner of the premises.
3. All interceptors, AFPTs, and traps shall be of a design, type, construction, and capacity approved in advance by the WWTP Superintendent.
4. The installation of all interceptors, AFPTs, and traps shall be subject to the WWTP Superintendent’s review and approval.
5. All interceptors, AFPTs, and traps shall be located so as to be readily and easily accessible for maintenance, cleaning and inspection.
6. All users required to install and maintain an interceptor, AFPT, or trap shall develop and carry out a system of maintenance and cleaning for the interceptor, AFPT, or trap, and shall keep accurate, detailed written records of the following:
  - (a) The maintenance and cleaning schedule;
  - (b) The names of the persons who maintained and cleaned the interceptor, AFPT, or trap, and the dates that the interceptor, AFPT, or trap was maintained and cleaned; and
  - (c) The method of cleaning and disposal location for removed materials for each maintenance and/or cleaning.

7. At a minimum, all interceptors, AFPTs, and traps shall be inspected, cleaned and maintained according to the manufacturer's specifications or as otherwise provided by this Section, whichever requirements are more stringent, at the property owner's expense.
8. All written records and documentation required to be kept by this Section with regard to interceptors, AFPTs, and traps shall be kept by the user on the premises for at least three (3) years and shall be available for review by the WWTP Superintendent during all operating hours. The user shall provide copies of required records to the WWTP Superintendent upon the WWTP Superintendent's request at the user's sole cost.
9. Any problems with or damage to an interceptor, AFPT, or trap shall be reported immediately to the property owner and to the WWTP Superintendent.
10. Any problems with or damage to an interceptor, AFPT, or trap shall be rectified and/or repaired immediately by the property owner at the owner's sole cost.
11. Interceptor, AFPT, or trap clean-out material, including, but not limited to, accumulated fats, oils, grease, and sand, shall not be discharged into the POTW.
12. Bacteriological, chemical, or enzymatic products shall not be used to maintain or clean interceptors, AFPTs, or traps.

B. Requirements For FOG Interceptors and AFPTs.

A FOG interceptor or AFPT shall be required for all food service establishments (FSEs), and may also be required for any other user, premises, or establishment determined by the WWTP Superintendent to have a reasonable potential to adversely affect the POTW due to discharges of FOG.

1. Outdoor FOG Interceptors.

- a. Outdoor FOG Interceptors Required. All FSEs shall install, operate, and maintain an outdoor FOG interceptor of a type, design, construction, and size approved in advance by the POTW; provided that if the WWTP Superintendent determines that installation of an outdoor FOG interceptor would not be economically and/or technically feasible due to existing

circumstances unique to the premises in question, the WWTP Superintendent may instead allow the installation of Alternate FOG Pretreatment Technology as provided by Section 27-86.08(B)(2). In all cases, the user shall bear the burden of demonstrating to the WWTP Superintendent, at the user's sole cost, that the installation of an outdoor FOG interceptor is not feasible and that an alternate FOG pretreatment technology should instead be allowed.

b. Compliance Schedule.

Existing FSEs/Users: Any FSE discharging into the POTW as of the effective date of this Article (and any other existing user determined by the WWTP Superintendent to have a reasonable potential to adversely affect the POTW due to discharges of FOG) shall, upon notification from the WWTP Superintendent, submit plans for an outdoor FOG interceptor for approval by the WWTP Superintendent, and shall install and begin operation of the interceptor, in compliance with the schedule specified by the WWTP Superintendent.

New FSEs/Users: Any FSE that proposes to commence discharging into the POTW after the effective date of this Article (and any other new user determined by the WWTP Superintendent to have a reasonable potential to adversely affect the POTW due to discharges of FOG) shall submit plans for an outdoor FOG interceptor to the WWTP Superintendent for the WWTP Superintendent's approval, and shall install and begin operation of the interceptor in compliance with the schedule specified by the WWTP Superintendent. In all cases, the interceptor plans must be approved by the WWTP Superintendent prior to submitting plans to the City for a building permit; and the City shall not issue a building permit for the premises until the POTW has approved the proposed interceptor plans. Further, the City shall not issue a certificate of occupancy for the premises until the interceptor has been installed and deemed acceptable by the WWTP Superintendent.

c. Minimum Design and Installation Requirements For Outdoor FOG Interceptors. Outdoor FOG interceptors shall comply with all of the following minimum design and installation requirements:

- (i) The interceptor shall provide a minimum capacity of 1500 gallons, unless the WWTP Superintendent determines that a smaller minimum capacity is adequate for the premises.
  - (ii) The interceptor shall have a minimum of two compartments with fittings designed for FOG retention.
  - (iii) The interceptor shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature.
  - (iv) The interceptor shall be installed at a location, subject to the prior approval of the WWTP Superintendent, where it can be easily accessible for inspection, cleaning, and removal of intercepted FOG, but shall not be located in any part of a building where food is handled.
  - (v) Access manholes, with a minimum diameter of 24 inches, shall be provided over each outdoor FOG interceptor chamber and sanitary tee. The access manholes shall extend at least to finished grade, and be designed and maintained to prevent water inflow or infiltration. The manholes shall also have readily removable covers to facilitate inspection, FOG removal, and sampling which, when bolted into place, shall be gastight and watertight.
- d. Minimum Inspection, Maintenance, and Cleaning Requirements for Outdoor FOG Interceptors. Outdoor FOG interceptors shall comply with all of the following minimum maintenance, cleaning, and inspection requirements:
- (i) At a minimum, an outdoor FOG interceptor shall be inspected monthly by the property owner, or more often if dictated by site-specific conditions or if required more frequently by the WWTP Superintendent.
  - (ii) Pump-out of all accumulated FOG, water, and sludge shall occur quarterly at a minimum, or more often if the combined height of floatables and settled solids (including both the top and bottom layers of solids) exceed 25% of any interceptor compartment operating depth; if there is a visible discharge of FOG; or if required

more frequently by the WWTP Superintendent. The operating depth of a trap shall be determined by measuring the internal depth from the outlet water elevation to the bottom of the trap.

- (iii) Each pump-out of the interceptor shall be complete and remove all contents, including removal of the entire grease mat, liquids, sludges, and solids from screens, baffles, air-relief chambers, and wash down of interior walls. The interceptor shall be refilled with clear water before being returned to service.
- (iv) The interceptor shall be kept free of inorganic solid materials such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc., which could reduce the effective volume for FOG and sludge accumulation.
- (v) Water removed during pump-out shall not be returned to the interceptor, and accumulated FOG and sludge shall not be re-introduced into any drainage piping leading to the public sewer.
- (vi) Sanitary wastes shall not be discharged to sewer lines serviced by an outdoor FOG interceptor without specific prior approval by the WWTP Superintendent.
- (vii) The pump-out operation and disposal of the accumulated FOG, water, and sludge shall be done only by a licensed contractor. The WWTP Superintendent shall be notified prior to any scheduled pump-out so that the operation can be witnessed if desired.

2. Alternate FOG Pretreatment Technology.

If the WWTP Superintendent determines that installation of an outdoor FOG interceptor is not required as provided by Section 27-86.08(B)(1)(a), then the WWTP Superintendent may instead authorize the installation of an Alternate FOG Pretreatment Technology (“AFPT”) approved by the WWTP Superintendent as provided by this Section.

The design, type, construction, capacity, installation, operation, and maintenance requirements for an AFPT for a user’s proposed or existing discharge shall be as

determined by the WWTP Superintendent based on nature of the discharge and the unique circumstances applicable to the premises in question.

- a. Indoor Grease Traps. If the AFPT approved by the WWTP Superintendent is an indoor grease trap, the following requirements shall apply:
- (i) Indoor grease traps shall be installed in all waste lines from sinks, drains, and other fixtures or equipment where grease may be discharged to the POTW; provided that no food waste disposal unit, dishwasher, wastewater or other liquid in excess of 140 degrees Fahrenheit (60 degrees Centigrade) shall be discharged into an indoor grease trap. Further, no acidic or caustic cleaners shall be discharged into an indoor grease trap.
  - (ii) Traps shall never be operated without the flow restrictor supplied by the unit's manufacturer.
  - (iii) Sizing and installation of the indoor grease traps shall be subject to the POTW's prior review and approval.
  - (iv) Traps shall be inspected and cleaned at least once per week, or more often if dictated by site-specific conditions, as needed to be maintained in fully functional and efficient operation, or as otherwise specifically required by the WWTP Superintendent.
  - (v) FSEs with indoor grease traps shall employ kitchen Best Management Practices (BMPs) for pre-cleaning of plates, pots, pans, and similar methods to minimize grease loadings to the drainage system.
- b. Other AFPT. If the proposed AFPT is a technology other than indoor grease traps, the FSE shall submit design plans, installation details, and operation and maintenance procedures to the WWTP Superintendent for prior review and approval.

C. Sand and FOG Interceptors and Traps.

Sand and FOG interceptors and traps may be required by the WWTP Superintendent in any premises where the WWTP Superintendent has determined that there is a reasonable

potential for sand, fats, oil, grease, flammable wastes, or other harmful ingredients to enter the premise's discharges. If a plug or backup occurs that is caused by any such substance, the WWTP Superintendent may require that premises to install an interceptor or trap as determined appropriate by the WWTP Superintendent. Interceptors and traps shall be required for all premises engaged in the washing of motor vehicles.

D. Failure to comply.

1. The City shall have the right to enter and inspect any premises where an interceptor, AFPT, or trap is required to be installed for purposes of determining compliance with the requirements of this Section and as otherwise provided by Section 27-87.01 of this Article.
2. If a user fails to provide or maintain a required interceptor/AFPT, the City may do so (or cause the same to be done) and charge all of the costs to the user.
3. The failure of any premises where an interceptor/AFPT is required to comply with this Section may subject the violator to enforcement action and the remedies that are available by law and the terms of this Article, including, but not limited to, termination of the discharges from the premises to the POTW.

E. Permits.

The WWTP Superintendent may issue and/or require user discharge permits for any user discharging FOG or sand to the POTW; provided that the provisions of this Section 27-86.08 shall apply whether or not a user discharge permit is issued. The user discharge permits may include requirements that are more stringent than, or in addition to, the requirements specified by this Section, as determined appropriate by the WWTP Superintendent.

**Sec. 27-86.09. Dental Amalgam; Amalgam Separators**

A. Definitions.

For purposes of this Section 27-86.09 only, the following definitions shall apply.

“Amalgam separator” means a device designed to remove dental amalgam waste particles from dental office wastewater.

“Code” means the Michigan Public Health Code, 1978 PA 368, MCL 333.1101 to 333.25211. Terms defined in the Code have the same meanings when used in this Section 27-86.09.

“Dental amalgam” means a mixture of mercury and other metals used as a dental restorative material.

“Dental amalgam waste” means waste from a dental office containing any of the following: (1) Contact amalgam waste, which means dental amalgam that has been in contact with the patient including, but not limited to, extracted teeth with dental amalgam restorations; carving scrap collected at chair-side; and dental amalgam captured by chair-side traps, vacuum pump filters, amalgam separators, or other dental amalgam capture devices. (2) Non-contact amalgam scrap, which means dental amalgam that has not been in contact with the patient including, but not limited to, excess dental amalgam mix remaining at the end of a dental procedure. (3) Empty amalgam capsules, which means individually dosed containers left over after mixing precapsulated dental amalgam. (4) Dental amalgam that may have accumulated in the plumbing system or that is found in other areas of a dental office.

“Dentist” means an individual licensed under Section 16611 of the Code who uses or removes dental amalgam or who owns or operates a dental office that generates dental amalgam waste.

“Department” means the Michigan Department of Licensing and Regulatory Affairs.

“Discharge” means the release of any dental amalgam waste into the environment. This includes any releases to land, ground or surface waters, septic systems, or wastewater treatment systems.

“Holding tank” means a closed, watertight, sealed structure designed and used to receive and store wastewater. Holding tanks are designed and constructed for ultimate disposal of collected wastewater at another site.

B. Amalgam Separator; Installation and Operation; Requirements.

1. On or before December 31, 2013, a dentist shall install, or shall have installed, an amalgam separator on each wastewater drain in his or her dental office that is used to discharge dental amalgam waste. In addition to meeting the requirements of the Code and this Section 27-86.09, a dentist who is required to install an amalgam separator shall comply with all of the following:
  - a. Install an amalgam separator that meets the requirements of Section 27-86.09(C).

- b. Install, operate, and maintain the amalgam separator according to the manufacturer's instructions.
  - c. Ensure the installed amalgam separator is properly sized to accommodate maximum dental amalgam wastewater flow rates at the dental office. The maximum allowable flow rate through an amalgam separator at a dental office shall not exceed the maximum flow rate capacity at which the amalgam separator was tested under Section 27-86.09(C)(1)(a).
  - d. Ensure that all wastewater from the dental office containing dental amalgam waste passes through an installed and properly functioning and maintained amalgam separator before being discharged.
2. Section 27-86.09(B)(1) shall not apply to any of the following: oral and maxillofacial surgeons; oral and maxillofacial radiologists; oral pathologists; orthodontists; periodontists; dentists while providing services in a dental school, in a hospital, or through a local health department; and dentists who install and use a holding tank and do not discharge amalgam waste.
- C. Amalgam separator; Requirements.
- 1. An amalgam separator that is installed in a dental office under Section 27-86.09(B) shall meet all of the following requirements:
    - a. Be certified as passing the International Organization for Standardization (ISO) 11143:2008 standard for evaluating amalgam separators.
    - b. Have a removal efficiency of not less than 95% as determined by the testing required under Section 27-86.09(C)(1)(a), based on the overall average of the 3 empty and the 3 simulated full test results.
    - c. Be tested and certified by any of the following: (i) SP technical research institute of Sweden; (ii) Tuv nord, Germany; (iii) NSF international; or (iv) both of the following: a testing laboratory accredited by an accreditation body that is a signatory to the international laboratory accreditation cooperation's mutual recognition arrangement and has a scope of accreditation that includes ISO 11143; and a certification body accredited by an accreditation body that is a signatory to the international accreditation forum's multilateral recognition arrangement and has a scope of accreditation that includes ISO 11143.

2. Any amalgam separator that meets the requirements of Section 27-86.09(C)(1) shall qualify as an amalgam separator approved by the Michigan Board of Dentistry.
- D. Collection, disposal, and recycling of dental amalgam waste; requirements.
  1. A dentist shall comply with all of the following:
    - a. Use amalgam only in a precapsulated form.
    - b. Salvage, store, and recycle non-contact and contact dental amalgam materials, including empty amalgam capsules. As used in this Section 27-86.09(D) and Section 27-86.09(E), “recycle” or “recycling” means sending mercury or dental amalgam waste to either the contracted separator company or a facility in the United States that will reclaim or distill the mercury for reuse. “Recycle” or “recycling” shall not include any of the following: (i) the on-site processing of mercury or dental amalgam waste; (ii) the sale, donation, or exchange of mercury or dental amalgam waste through internet lists; or (iii) the sale or donation of mercury or dental amalgam waste to any individual or company for any other reuse purpose.
    - c. Collect and recycle extracted teeth or portions of teeth that contain dental amalgam materials.
    - d. Store all dental amalgam waste in enclosed and structurally sound containers until a sufficient amount has been collected for shipment to a reclamation facility or recycler or at a minimum, recycled annually.
    - e. Label all containers holding dental amalgam waste. The label shall include, at a minimum, the title “dental amalgam waste for recycling” and the date the waste was initially placed in the container.
    - f. Use chair-side traps to retain amalgam and recycle the content.
    - g. Recycle all amalgam materials collected in amalgam separators, vacuum pump filters, chair-side traps or other waste water processing devices.
    - h. Ensure that the separators operate properly and do not become full and bypass. This may include inspecting the separators annually, halfway through the operating life, or as required by the manufacturer.

- i. Follow the steps for the cleanup of mercury spills at schools and businesses as recommended by the Department at [www.michigan.gov/mercury](http://www.michigan.gov/mercury) (or at such other location that such information may hereafter be provided by the Department).
2. A dentist shall not do any of the following:
  - a. Store bulk elemental mercury that is not in capsule form.
  - b. Put dental amalgam waste down a toilet or drain.
  - c. Put dental amalgam waste or empty amalgam capsules into trash containers, or biohazard or infectious waste bags.
  - d. Disinfect teeth or any item containing dental amalgam by autoclaving or using heat.
  - e. Use cleaners containing bleach or chlorine to flush drains or wastewater lines.
3. A dentist shall train and have written procedures for training dental office staff who manage or dispose of dental amalgam waste to ensure compliance with this rule.
4. This Section 27-86.09(D) shall not apply to a dentist listed in 27-86.09(B)(2). A dentist who installs and uses a holding tank and does not discharge amalgam waste shall comply with the requirements of Sections 27-86.09(D)(1), (2), and (3), as applicable.
- E. Record keeping.
  1. A dentist who is subject to the provisions of Section 27-86.09(B)(1) shall maintain records at his or her dental office that include all of the following:
    - a. Type of amalgam separator installed, including the manufacturer and model.
    - b. Date the amalgam separator became operational.
    - c. Documentation verifying that the amalgam separator meets the requirements of Section 27-86.09(C).
    - d. Documentation of the manufacturer's instructions for the operation and maintenance of the amalgam separator.

- e. Service records for each amalgam separator in use at the dental office that includes all of the following: (i) dates of maintenance; (ii) dates separator contents were recycled; and (iii) name of the staff or contractor performing the service.
  - f. Documentation verifying that the dentist disposed of and recycled any dental amalgam waste that was generated from the individual's dental office consistent with the requirements of Section 27-86.09(D). The documentation shall include all of the following: (i) name and address of the collection service or recycler; (ii) amount by weight of dental amalgam waste that was collected and the date it was collected or shipped from the dental office for recycling; (iii) name and address of the facility where the dental amalgam waste will be recycled; and (iv) shipping or manifest papers documenting transfer of the dental amalgam waste to the recycler.
- 2. The records required under Section 27-86.09(E)(1) shall be provided upon request to an authorized state official, local public health department staff, or representative of the City, including, but not limited to, the WWTP Superintendent.
  - 3. All records required under Section 27-86.09(E)(1) shall be retained for a minimum of three (3) years.

F. Verification.

Upon the request of the WWTP Superintendent, a dentist who is subject to the provisions of 27-86.09(B)(1) shall verify in writing that he or she is in compliance with this Section 27-86.09 and shall provide the amalgam separator make and year that each separator was installed.

G. Compliance and enforcement.

Failure to comply with the requirements of this Section 27-86.09 is a violation of this Article and may result in sanctions as provided by this Article, or as otherwise provided for by applicable local, state, and federal laws and regulations.

H. Permits.

The WWTP Superintendent may issue and/or require user discharge permits for any dentist who uses or removes dental amalgam or who owns or operates a dental office that generates dental amalgam waste; provided that the provisions of this Section 27-86.09 shall apply whether or not a user discharge permit is issued. The user discharge permits may include any conditions and

requirements that are consistent with the provisions of this Section 27-86.09 and as provided by applicable state or federal laws and regulations, as determined appropriate by the WWTP Superintendent.

**Sec. 27-86.10. Additional Pretreatment Measures**

The POTW may require users to take additional pretreatment measures, as determined necessary by the POTW, including, but not limited to, the following:

- A. Whenever deemed necessary, the POTW may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this Article.
- B. The POTW may require any person discharging into the POTW to install and continually maintain, on their property and at their expense, a suitable storage and flow control facility to ensure equalization of flow, subject to approval by the POTW.
- C. Users with the reasonable potential to discharge explosive or flammable substances may be required to install and maintain an approved explosion hazard meter, combustible gas detection meter, or similar device, as determined appropriate by the POTW.

**Sec. 27-87. ENFORCEMENT**

**Sec. 27-87.01. POTW Inspection, Surveillance and Monitoring Authority; Right of Entry**

- A. In general. The POTW is authorized to carry out all inspection, surveillance, sampling and monitoring activities and procedures, as necessary to determine, independent of information supplied by users or any other persons, compliance or noncompliance with applicable pretreatment standards and requirements, with this Article, and with other applicable laws and regulations. This authority includes, without limitation, the authority:
  - (1) To verify the completeness, accuracy and representativeness of self-monitoring data submitted by users.
  - (2) To determine compliance with the terms, conditions and requirements of this Article or of any permit, order, notice or agreement issued or entered into under this Article.

- (3) To support enforcement actions taken by the POTW against non-compliant users.
  - (4) To determine if users have corrected problems identified in previous inspections.
  - (5) To identify which (and to what degree) users influence the quality of the POTW's influent, effluent and sludge quality.
  - (6) To evaluate the impacts of the POTW's influent on its treatment processes and receiving stream.
  - (7) To evaluate the need for revised local limits.
  - (8) To maintain current data on each user.
  - (9) To assess the adequacy of each user's self-monitoring program and User Permit.
  - (10) To provide a basis for establishing sampling and monitoring requirements for users.
  - (11) To evaluate the adequacy of each user's operation and maintenance activities on its pretreatment system.
  - (12) To assess the potential for spills and/or slug discharge control measures, and evaluate the effectiveness of spill and slug discharge control measures.
  - (13) To gather information for User Permit development.
  - (14) To evaluate compliance with existing enforcement actions.
  - (15) To require any user to submit one or more representative samples of the wastewater discharged or that the user proposes to discharge into the POTW.
  - (16) To determine compliance with requirements regarding implementation of best management practices; accidental discharge controls and protections; spill prevention or containment measures; and pollution prevention, minimization or reduction measures.
- B. Right of entry. The WWTP Superintendent and other authorized representatives of the City bearing proper credentials and identification are authorized to enter a user's premises (and

any other person's premises, as determined necessary by the WWTP Superintendent) to conduct inspection, surveillance and monitoring activities as necessary to determine compliance with this Article, and in that regard shall have, without limitation, the following minimum authority:

- (1) To enter into any premises of any person in which a discharge source, treatment system or activity is located or in which records are required to be kept as provided by this Article, for the purpose of inspecting, observing, measuring, sampling and testing the wastewater discharge, removing samples of wastewater for analysis, and inspecting and making copies of required records. This shall include the right to take photographs.
- (2) To set up and maintain on the person's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations, or to require the person to do so, at the person's sole expense.
- (3) To randomly sample and analyze the discharge from any person or premises and conduct surveillance activities to identify occasional and continuing noncompliance with applicable standards and requirements. The POTW shall inspect and sample the discharge from each Significant Industrial User at least once a year.
- (4) To inspect any production, manufacturing, fabrication, or storage area where pollutants, subject to regulation under this Article, could originate, be stored, or be discharged to the POTW.
- (5) To enter all private properties through which the POTW, the City, or other governmental agency holds an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the POTW or wastewater transmission facilities lying within the easement.

POTW representatives entering a person's premises for purposes authorized by this Article shall comply with the person's plant safety requirements regarding such matters as entry into confined spaces, use of safety glasses, and hearing protection requirements, as requested by the person. Entry shall be commenced and completed as expeditiously as practicable, consistent with the purposes for which the entry was made.

- C. Access without delay required. Persons shall allow the POTW ready access at all times to all parts of the person's facility or premises where wastewater governed by this Article is created, handled, conveyed, treated or discharged, or where any production, manufacturing, fabrication, or storage area where pollutants regulated under this Article could originate, be stored, or be discharged to the POTW, or where wastewater records are kept, for the purposes of inspection, sampling, records examination, or in the performance of any of the POTW's duties. If a person has security measures in force that would require proper identification and clearance before entry into the premises by the POTW, the person shall make necessary arrangements in advance with its security guards so that upon presentation of suitable identification, authorized representatives of the POTW (or authorized state or federal personnel) will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Upon arrival at a person's premises, POTW representatives shall inform the person or the person's employees that inspections, sampling, compliance monitoring, metering or other POTW procedures are to be performed and that the person has the right to accompany the POTW employee/representative during the performance of the person's duties.
- D. Refusal to allow entry. If a person refuses to permit access (or unreasonably delays access) to an authorized POTW representative or to permit the representative to obtain, take, and remove samples or make copies of documents or undertake other authorized inspection, surveillance and monitoring activities as provided by this Article, the WWTP Superintendent may order the termination of the discharge of wastewater to the POTW; order the person to permit access within a time certain; issue the person a notice of violation of this Section; or take other appropriate action as provided by this Article and other applicable laws and regulations (including, but not limited to, seeking the issuance of a search warrant). Further, the refusal to permit access (or causing an unreasonable delay in access) as provided by this Section shall constitute a violation of this Article.

**Sec. 27-87.02. Notice of Violation**

- A. Any person found to be violating a provision of this Article may be served with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction of the violation. The person shall, within the period of time stated in notice, permanently cease all violations. The notice of violation (NOV) shall be served and shall contain the information as provided by Section 27-87.04 of this Article.
- B. Unless otherwise specified by the NOV, the following provisions shall apply: Within at least thirty (30) days of the date of the NOV, the person shall submit to the POTW a written explanation of the violation and a plan for the satisfactory correction and prevention

thereof, to include specific required actions. Submission of the required plan shall not in any way relieve the person of liability for any violations occurring before or after receipt of the Notice of Violation.

- C. Nothing in this Section shall limit the authority of the City or the POTW to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation, or otherwise require the City or the POTW to first issue a Notice of Violation before initiating a civil or criminal action against a person for violating this Article. Further, receipt, or non-receipt, of a Notice of Violation shall in no way relieve the affected user of any and all liability associated with any violation.
- D. Failure to comply with any requirement of a Notice of Violation shall constitute a separate violation of this Article.

### **Sec. 27-87.03. Orders and Supplemental Enforcement Tools**

The WWTP Superintendent may issue an order to any person as determined by the WWTP Superintendent to be appropriate under the circumstances, as provided by this Section. Multiple orders may be issued simultaneously or in combination as a single order with respect to a single person.

- A. **Service.** An order shall be served upon a person and shall contain the information as provided by Section 27-87.04 of this Article. However, orders to immediately cease and desist discharge, or to terminate sewer services, or other emergency orders where delay might endanger human health, the environment, or the POTW, may be oral and may be served by telephone, to be followed within five (5) days by written confirmation of the oral order by the WWTP Superintendent.
- B. **Types of Orders.** The WWTP Superintendent may issue the following types of orders:
  - (1) **Order to Immediately Cease and Desist Discharge.** The WWTP Superintendent may issue an order to cease and desist from discharging any wastewater, pollutant, or discharge not in compliance with this Article. The order shall have immediate effect if the WWTP Superintendent determines that the actual or threatened discharge to the POTW presents, or may present, imminent or substantial endangerment to the health or welfare of persons or to the environment; or causes, or may cause, interference or pass through; or may cause the POTW to violate any term or condition of its NPDES permit. The WWTP Superintendent shall implement whatever action is necessary to halt or prevent the discharge, including,

but not limited to, emergency suspension of service. The person shall be assessed for any penalties, fines, charges, surcharges, expenses, or losses incurred due to the actual or threatened discharge of pollutants as provided by this Article.

- (2) Order to Cease Discharge Within a Time Certain. The WWTP Superintendent may issue an order to cease and desist from discharging any wastewater, pollutant, or discharge not in compliance with this Article by a certain time and date. The proposed time for remedial action shall be specified in the order. In addition to any other circumstances as determined appropriate by the WWTP Superintendent, an order may be issued under this Section for the failure to pay applicable permit fees or to comply with any term of a User Permit.
  
- (3) Order to Effect Pretreatment. The WWTP Superintendent may issue an order to a user requiring the user to pretreat its discharge in accordance with this Article. Any user subject to an order to pretreat shall prepare a plan to pretreat its discharge so that the discharge complies with the requirements of the order and this Article. The plan shall be submitted to the WWTP Superintendent within a reasonable period as specified in the order. The plan shall be prepared in accordance with good engineering practice and shall state whether construction is necessary, as well as identify measures that can be completed without construction. The plan shall contain a schedule of compliance for completion of each of the various phases necessary to implement full pretreatment. The schedule of compliance must be approved by the WWTP Superintendent. The schedule of compliance shall consist of one or more remedial measures, including enforceable timetables for a sequence of actions or operations leading to compliance with an effluent standard, or other prohibition or standard. The following steps or phases shall be included in the schedule of compliance as determined necessary by the WWTP Superintendent:
  - (a) Retain a qualified engineer and/or consultant.
  - (b) Obtain any engineering or scientific investigation or surveys deemed necessary.
  - (c) Prepare and submit a preliminary plan to achieve pretreatment.
  - (d) Prepare plans and specifications, working drawings, or other engineering or architectural documents that may be necessary to effect pretreatment.
  - (e) Establish a time to let any contract necessary for any construction.

- (f) Establish completion times for any construction necessary.
  - (g) Establish a time limit to complete full pretreatment pursuant to the final order.
  - (h) If a phase or unit of construction or implementation may be effected independently of another phase or unit, establish separate timetables for the phases or unit.
- (4) Order to Affirmatively Respond. The WWTP Superintendent may issue an order requiring a person to perform any action required under this Article, including, without limitation, requiring a person to submit samples; to install sampling, metering and monitoring equipment; to submit reports; to permit access for inspection, sampling, testing, monitoring and investigations; to reduce or eliminate a discharge or pollutants in a discharge; or to pay permit fees or other applicable charges.
- (5) Order to Terminate Sewer Services. The WWTP Superintendent may issue an order to terminate the sewer services of a user, including, but not limited to, immediate physical blockage of the user's sewer connection, for reasons including, without limitation, the following:
- (a) A discharge that violates any general or specific discharge prohibition, including any pretreatment standard or requirement, and that reasonably appears to present an imminent endangerment to human health, the environment or the POTW.
  - (b) Failure of a user to notify the POTW of any discharge as described in Section 27-87.03(B)(5)(a) of which the user was aware or reasonably should have been aware.
  - (c) Failure of a user to sample, monitor, pretreat or report, or failure to install monitoring or pretreatment facilities, as required by an order of the WWTP Superintendent.
  - (d) A knowing, willful violation of any term, condition or requirement of an order or User Permit, or any provision of this Article.

- (e) A negligent violation of any major term, condition or requirement of an order or User Permit. For purposes of this Section, a “major” term, condition or requirement is one the violation of which is reasonably likely to endanger human health, the environment, the POTW, or cause the POTW to violate its NPDES permit.

If the POTW determines that physical blockage is necessary, the POTW shall make a reasonable attempt to deliver to the person who appears to be in control of the user’s facility a written notice describing the reason for the physical blockage order. After delivery of the notice (or after a reasonable attempt to deliver the notice, even if delivery was unsuccessful), the POTW may immediately install the physical blockage. No person shall remove or tamper with a physical blockage installed by the POTW without prior written permission from the City.

- (6) Order to Show Cause. The WWTP Superintendent may issue an order requiring a person to appear and explain any noncompliance with the requirements of this Article or any permit, order, decision or determination promulgated, issued or made under this Article, and to show cause why more severe enforcement actions against the person should not go forward. A show cause hearing shall be held within ten (10) days after the order to show cause is issued, as follows:
  - (a) The Wastewater Board of Appeals shall conduct the hearing and take evidence. Notice of the hearing shall be provided to require the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing.
  - (b) Any testimony taken at the hearing shall be under oath and recorded. A copy of the transcript of the hearing shall be made available at cost to any person upon payment of applicable charges for the transcript.
  - (c) After reviewing the evidence taken at the hearing, the Wastewater Board of Appeals shall decide whether further enforcement action is required and, if so, the nature and extent of that further action, including, without limitation, the issuance of any order or imposition of any fines, fees, surcharges or penalties, as authorized by this Article.

- C. Immediate Response To Order By User May Be Required. Any user issued an order as provided by this Section to immediately suspend its discharge to the POTW shall immediately stop or eliminate the discharge using whatever means are necessary to do so,

or take any other action as required by the order. If the user fails to comply voluntarily with the order to immediately suspend its discharge, the POTW shall take any action determined necessary as authorized by this Article, including, without limitation, immediate suspension of water service and/or severance of the sewer connection or commencement of judicial proceedings, to prevent or minimize damage to the POTW or endangerment to public health, safety or the environment. The POTW may reinstate the wastewater treatment service and terminate any judicial proceedings, as applicable, upon satisfactory proof or other demonstration by the user that the noncomplying discharge has been eliminated or will not reoccur. A detailed written statement submitted by the user describing the causes of the noncomplying discharge and the measures taken to prevent any further occurrence shall be submitted to the WWTP Superintendent within fifteen (15) days of the occurrence.

- D. **Noncompliance Due to Factors Beyond User's Control.** If noncompliance with an order is unintentional and temporary and due to factors beyond the reasonable control of a user, and the user can demonstrate the conditions necessary for demonstration of an upset as provided by Section 27-81.01(A), the WWTP Superintendent may modify the order or take other actions as determined appropriate. However, a user shall not be relieved of liability for noncompliance with an order to the extent caused by operational error, improperly designed or inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
- E. **Amendment, Suspension and Revocation of Orders.** An order shall be subject to amendment, suspension or revocation as determined appropriate by the WWTP Superintendent. Notice of the amendment, suspension or revocation shall be served upon the person in the same manner as notice was provided for the original order. An amendment, suspension or revocation of an order shall be subject to the same procedures for review and appeal as the original issuance of the order, as provided by this Article.
- F. **Consent Orders and Agreements.** The WWTP Superintendent may enter into a consent order or agreement with a person to resolve disputed claims and address identified and potential deficiencies in the person's compliance status. The order or agreement shall be in the form of a written agreement with the person and may contain appropriate provisions, including, without limitation, compliance schedules and stipulated fines and remedial actions.
- G. **POTW Authority to Require Financial Assurances.** The WWTP Superintendent may require any user to post a performance bond (or other form of surety acceptable to the WWTP Superintendent) sufficient to cover expenses (direct and/or indirect) that might

reasonably be incurred by the POTW as a result of the user's discharges to the POTW (including, but not limited to, the costs to restore or repair any damage to the POTW) or sufficient to achieve consistent compliance with applicable laws and regulations, as determined necessary by the WWTP Superintendent. Further, any person that has in the prior two (2) years been responsible for causing interference or pass through at the POTW may be required to obtain liability insurance sufficient to cover the reasonable costs of responding or restoring the POTW in the event of a second such incident. These financial assurance requirements may also be made conditions of a User Permit.

**Sec. 27-87.04. Service of Notices of Violations, Orders and Notices of Assessments**

Except as otherwise expressly provided by this Article, all orders, notices of violations and notices of assessments shall be served upon persons and shall contain the information as provided by this Section.

- A. Service. Service shall be by personal delivery or certified mail (return receipt requested), addressed to the user, alleged violator or other person, as applicable, at the person's last known address as shown by POTW's records. The person served shall sign and date the order or notice and shall return the signed original copy to the POTW; provided, that the failure to do so shall not affect in any way the person's obligation to comply with the order or notice. Further, a notice or order served by mail may not actually be received by the person, but this shall not nullify in any way any enforcement action subsequently taken by the POTW against the person under authority of this Article. Receipt, or non-receipt, of a notice or order shall not in any way relieve the affected person of any liability associated with the violation. Further, the issuance of a notice or order will not be a bar against, or a prerequisite for, any other enforcement actions by the City against the affected person.
- B. Contents. All orders and notices shall contain at least the following information, to the extent known by the POTW and as determined by the POTW to be applicable to the situation:
  - (1) The name and address of the violator;
  - (2) The location and time that the violation occurred or was observed, and the duration of the violation;
  - (3) The nature of the violation, including the provisions of this Article or of any permit, order, decision, determination or agreement violated;

- (4) The basis for determining that a violation has occurred (personal observation, pollutant analysis, etc.);
  - (5) The amount of the fine, penalty or charge assessed or due, if any;
  - (6) The manner in which, and time and date by which, any fine, penalty or charge must be paid, including any penalty or charge for late payment;
  - (7) The remedial action ordered, the time within which required actions must be taken, and any consequences for failure to do so.
  - (8) The right to appeal the issuance of the order or notice and a summary of the procedures for appeal, or other applicable administrative procedures.
  - (9) The date and time the order or notice was issued.
- C. Request for Additional Information. A person served may request additional information from the WWTP Superintendent regarding the contents or requirements of any order or notice. However, a request for additional information shall not extend the time for compliance with an order or notice.

**Sec. 27-87.05. Publication of Users in Significant Noncompliance**

The POTW shall publish once per year in the largest newspaper circulated in the City, a list of Nondomestic Users that, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards or requirements. For the purposes of this Section, a user shall be considered to be in significant noncompliance if its violations meet one or more of the following criteria:

- A. Chronic violation of discharge limits, defined as results of analyses in which 66% or more of all of the measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, for the same pollutant parameter;
- B. Technical review criteria (TRC) violations, defined as results of analyses in which 33% or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of a numeric pretreatment standard or requirement, including instantaneous limits, times the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants, except pH);

- C. Any other violation of a pretreatment effluent limit (instantaneous minimum, instantaneous maximum, daily maximum, or long-term average, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of Department personnel or the general public);
- D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment, or has resulted in the POTW's exercise of its emergency authority to halt or prevent the discharge;
- E. Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a permit or enforcement order, for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide any required reports within thirty (30) days after the due date;
- G. Failure to accurately report noncompliance; or
- H. Any other violation or group of violations, which may include a violation of Best Management Practices, that the WWTP Superintendent determines will adversely affect the POTW or the operation or implementation of the POTW's pretreatment program.

**Sec. 27-87.06. Municipal Civil Infractions**

- A. Violation; Municipal Civil Infraction. Except as provided by Section 27-87.07, and notwithstanding any other provision of the City's laws, ordinances and regulations to the contrary, a person who violates or fails to comply with any provision of this Article (including, without limitation, any notice, order, permit, decision or determination promulgated, issued or made by the POTW under this Article) is responsible for a municipal civil infraction, subject to payment of a civil fine of not less than \$1,000.00 per day for each infraction and not more than \$10,000.00 per day for each infraction, plus costs and other sanctions.
- B. Repeat Offenses; Increased Fines. Increased fines may be imposed for repeat offenses. As used in this Section, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision of this Article (i) committed by a person within any ninety (90) day period and (ii) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this Article shall be as follows:

- (1) The fine for any offense that is a first repeat offense shall be not less than \$2,500.00, plus costs.
  - (2) The fine for any offense that is a second repeat offense or any subsequent repeat offense shall be not less than \$5,000.00, plus costs.
- C. Amount of Fines. Subject to the minimum fine amounts specified in Sections 27-87.06(A) and 27-87.06(B), the following factors shall be considered by the court in determining the amount of a municipal civil infraction fine following the issuance of a municipal civil infraction citation for a violation of this Article: the type, nature, severity, frequency, duration, preventability, potential and actual effect, and economic benefit to the violator (such as delayed or avoided costs or competitive advantage) of a violation; the violator's recalcitrance or efforts to comply; the economic impacts of the fine on the violator; and such other matters as justice may require. A violator shall bear the burden of demonstrating the presence and degree of any mitigating factors to be considered in determining the amount of a fine. However, mitigating factors shall not be considered unless it is determined that the violator has made all good faith efforts to correct and terminate all violations.
- D. Authorized Local Official. Notwithstanding any other provision of the City's laws, ordinances and regulations to the contrary, the following persons are designated as the authorized local officials to issue municipal civil infraction citations directing alleged violators to appear in district court for violations of this Article (or, if applicable, to issue municipal civil infraction notices directing alleged violators to appear at a municipal ordinance violations bureau): the WWTP Superintendent, any sworn law enforcement officer, and any other persons so designated by the City.
- E. Other Requirements and Procedures. Except as otherwise provided by this Section, the requirements and procedures for commencing municipal civil infraction actions; issuance and service of municipal civil infraction citations; determination and collection of court-ordered fines, costs and expenses; appearances and payment of fines and costs; failure to answer, appear or pay fines; disposition of fines, costs and expenses paid; and other matters regarding municipal civil infractions shall be as set forth in Act No. 236 of the Public Acts of 1961, as amended.

**Sec. 27-87.07. Criminal Penalties; Imprisonment**

Any person who (1) at the time of a violation knew or should have known that a pollutant or substance was discharged contrary to any provision of this Article, or contrary to any notice, order, permit, decision or determination promulgated, issued or made by the POTW under this Article; or (2) intentionally makes a false statement, representation, or certification in an application for, or form pertaining to a permit, or in a notice, report, or record required by this Article, or in any other correspondence or communication, written or oral, with the POTW regarding matters regulated by this Article; or (3) intentionally falsifies, tampers with, or renders inaccurate any sampling or monitoring device or record required to be maintained by this Article; or (4) commits any other act that is punishable under state law by imprisonment for more than ninety-three (93) days; shall, upon conviction, be guilty of a misdemeanor punishable by a fine of \$500.00 per violation, per day, or imprisonment for up to ninety-three (93) days, or both in the discretion of the court.

**Sec. 27-87.08. Continuing Violation**

Each act of violation, and each day or portion of a day that a violation of this Article (or of any permit, order, notice or agreement issued or entered into under this Article) exists or occurs, constitutes a separate violation subject to the fines, penalties and other sanctions and remedies as provided by this Article.

**Sec. 27-87.09. Number of Violations**

The number of violations resulting from a user's noncompliance with applicable discharge prohibitions or effluent limitations shall be determined as follows:

- A. Applicable concentration limitations and mass (or loading) limitations shall be treated as separate limitations, and a user may be liable and penalized separately for exceeding any of those limitations for a single pollutant or sampling parameter.
- B. Each violation of a daily maximum limit for a single pollutant or sampling parameter shall constitute a separate violation for each day on which the violation occurs or continues.
- C. Each violation of an instantaneous minimum or instantaneous maximum limit for a single pollutant or sampling parameter shall constitute a separate violation for each such occurrence, and there may be multiple violations for each day on which such a violation occurs or continues.

- D. Each violation of a monthly average limit (or of some other average limit period) for a single pollutant or sampling parameter shall constitute a separate violation for each day of the month (or other stated period) during which the violation occurred, regardless of the number of days on which samples were actually taken. (For example, in a month with thirty-one (31) days, a violation of the monthly average limit for that month constitutes thirty-one (31) violations for each pollutant parameter for which the monthly average limit was exceeded during the month.)
- E. Except with regard to violations of average limits as provided by Section 27-87.09(D), a violation will be deemed to have continued to occur each day beginning with the first day the violation occurred to the day the user is able to demonstrate through appropriate sampling results that the violation is no longer occurring.
- F. If for any period a user has violated both a daily maximum limit and an average limit for a particular pollutant parameter, then the total number of violations is the sum of the days on which the daily maximum limit was violated plus the number of days in the averaging period.
- G. If a User Permit regulates more than one outfall, each outfall shall be considered separately in computing the number of violations as provided by this Section.
- H. If a user is discharging a wastestream that is required to be monitored and analyzed under continuous monitoring procedures then all of the following shall apply:
- (1) If at any time during a daily 24-hour period the continuous monitoring shows that the monitored parameter exceeded the instantaneous minimum, instantaneous maximum, or daily maximum limit for that parameter, then a violation has occurred.
  - (2) If during a daily 24-hour period under continuous monitoring the monitored parameter exceeds the instantaneous minimum or instantaneous maximum, during that period, then each such exceedance shall be considered a separate violation.
  - (3) If during a daily 24-hour period under continuous monitoring the monitored parameter exceeds the instantaneous minimum, instantaneous maximum, or daily limit into the next daily 24-hour period (i.e., the exceedance occurs both before and after midnight), then the exceedance will be considered a separate violation on both days.

- I. One (1) violation occurs on: each day that a report is late; and each day after an action required to be completed is not completed.

**Sec. 27-87.10. Nuisance**

A violation of this Article, or of any permit, order, notice or agreement issued or entered into under this Article, is deemed to be a public nuisance and shall be corrected or abated as directed by the City. In addition to any other legal or equitable remedies available under the law, any person creating a public nuisance shall be subject to the provisions of state law, this Article, or other ordinance of the City governing such nuisances, including reimbursing the City for any costs incurred in removing, abating, or remedying said nuisance, as applicable.

**Sec. 27-87.11. Reimbursement**

- A. Any person who discharges to the POTW (including, but not limited to, any person who causes or creates a discharge that violates any provision of this Article, produces a deposit or obstruction, or otherwise damages, injures, or impairs the POTW, or causes or contributes to a violation of any federal, state or local law governing the POTW, whether any such act is intentional or unintentional) shall be liable to and shall fully reimburse the POTW for all expenses, costs, losses or damages (direct or indirect) payable or incurred by the POTW as a result of or associated with any such discharge, deposit, obstruction, damage, injury, impairment, violation, exceedence, noncompliance, or act. The costs that must be reimbursed to the POTW shall include, but shall not be limited to, all of the following:
- (1) All costs incurred by the POTW in responding to the violation or discharge, including, expenses for any cleaning, repair or replacement work, and the costs of sampling, monitoring, and treatment, as a result of the discharge, violation, or noncompliance.
  - (2) All costs to the POTW of monitoring, surveillance, and enforcement in connection with investigating, verifying, and prosecuting any discharge, violation, or noncompliance.
  - (3) The full amount of any fines, assessments, penalties, and claims, including natural resource damages, levied against the POTW, or any POTW representative, by any governmental agency or third party as a result of a violation of the POTW's NPDES permit (or other applicable law or regulation) that is caused by or contributed to by any discharge, violation, or noncompliance.

- (4) The full value of any City staff time (including any administrative and overhead costs and any required overtime), consultant and engineering fees, and actual attorney fees and defense costs (including the POTW's legal counsel and any special legal counsel), associated with reviewing, responding to, investigating, verifying, and/or prosecuting any discharge, violation, or noncompliance or otherwise incurred by the POTW in administering and enforcing the requirements of this Article.

Further, the POTW is authorized to correct any violation of this Article or damage or impairment to the POTW caused by a discharge and to bill the person causing the violation or discharge for the amounts to be reimbursed. The costs reimbursable under this Section shall be in addition to fees, amounts or other costs and expenses required to be paid by users under other Sections of this Article.

- B. In determining the amounts to be reimbursed, the POTW may consider factors such as, but not limited to, the following:
  - (1) The volume of the discharge.
  - (2) The length of time the discharge occurred.
  - (3) The composition of the discharge.
  - (4) The nature, extent, and degree of success the POTW may achieve in minimizing or mitigating the effect of the discharge.
  - (5) The toxicity, degradability, treatability and dispersal characteristics of the discharges.
  - (6) The direct and indirect costs incurred by the POTW, or imposed upon the POTW to treat the discharges, including sludge handling and disposal costs.
  - (7) Fines, assessments, levies, charges, expenses and penalties imposed upon and/or incurred by the POTW, including the POTW's costs of defense of actions, or suits brought or threatened against the POTW by governmental agencies or third parties.

- (8) Such other factors, including the amount of any attorney's fees; engineering, consultant, and expert fees; expenses, costs, sampling and analytical fees; repairs; as the POTW deems appropriate under the circumstances.
- C. Costs to be reimbursed to the POTW as provided by this Section may be assessed to the user as provided by Section 27-87.04 of this Article, or as otherwise determined appropriate by the WWTP Superintendent in conjunction with an enforcement action.
- D. The failure by any person to pay any amounts required to be reimbursed to the POTW as provided by this Section shall constitute an additional violation of this Article.

**Sec. 27-87.12. Review or Approval by City**

In no case shall the review and/or approval by the City of a user's plans, specifications or operating procedures entitle a user to relief from enforcement actions for failure to achieve compliance with the applicable pretreatment standards and requirements.

**Sec. 27-87.13. Severance or Suspension of Sewer and/or Water Service**

If a user violates or continues to violate any provision of this Article (including, without limitation, any notice, order, permit, decision or determination promulgated, issued or made by the POTW under this Article), or if the City determines that the user's actual or proposed discharge may present an imminent or substantial endangerment to the health or welfare of persons or the environment, the WWTP Superintendent may immediately, and without notice, sever or suspend sewer and/or water service provided to the user by the City. If severed or suspended, the sewer and/or water service shall recommence only after the user has satisfactorily demonstrated to the WWTP Superintendent the user's ability to comply with all applicable provisions of this Article, and only at the user's sole expense.

**Sec. 27-87.14. Judicial Relief**

With the approval of the City, in conjunction with the City's legal counsel, the WWTP Superintendent may institute legal proceedings in a court of competent jurisdiction to seek all appropriate relief for violations of this Article or of any permit, order, notice or agreement issued or entered into under this Article. The action may seek temporary or permanent injunctive relief, damages, penalties, costs, and any other relief, at law or equity, that a court may order. The WWTP Superintendent may also seek collection of surcharges, fines, penalties and any other amounts due to the POTW that a person has not paid.

**Sec. 27-87.15. Cumulative Remedies**

The imposition of a single penalty, fine, notice, order, damage, or surcharge upon any person for a violation of this Article, or of any permit, order, notice or agreement issued or entered into under this Article, shall not preclude (or be a prerequisite for) the imposition by the POTW or a court of competent jurisdiction of a combination of any or all of those sanctions and remedies or additional sanctions and remedies with respect to the same violation, consistent with applicable limitations on penalty amounts under state or federal laws or regulations. A criminal citation and prosecution of a criminal action against a person shall not be dependent upon and need not be held in abeyance during any civil, judicial, or administrative proceeding, conference, or hearing regarding the person.

**Sec. 27-88. ADMINISTRATIVE REVIEW AND APPEALS**

**Sec. 27-88.01. Procedures Available**

Any person aggrieved by a Notice of Violation, Order, or other action taken by the WWTP Superintendent under this Article may request review and reconsideration by the WWTP Superintendent and/or may appeal to the Wastewater Board of Appeals as provided by this Section. If review and reconsideration or appeal is not properly and timely requested in connection with an action as provided by this Section, the action shall be deemed final. The person requesting the appeal shall pay an appeal fee in the amount determined from time to time by the City. The appeal fee shall be paid at the time that the appeal is requested.

**Sec. 27-88.02. Review and Reconsideration by the WWTP Superintendent**

A request for a review and reconsideration by the WWTP Superintendent must be made in writing within seven (7) days from the date of the WWTP Superintendent's action in question. The request must state the reasons for the review and shall include all supporting documents and dates. A hearing on the request shall be scheduled at the earliest practicable date as determined by the WWTP Superintendent. The hearing shall be conducted on an informal basis at the WWTP or at another location designated by the WWTP Superintendent. The WWTP Superintendent shall conduct the hearing. Following the informal hearing, the WWTP Superintendent may affirm or reverse, in whole or in part, the action appealed from, or may make any order, requirement, decision or determination as, in the WWTP Superintendent's opinion, ought to be made in the case under consideration. The WWTP Superintendent shall notify the aggrieved person of the decision on the request within fourteen (14) days of the hearing. The WWTP Superintendent may request additional information and extend the time for his/her decision by an additional seven (7) days following the submission of the additional information. The decision of the WWTP Superintendent

may be appealed to the Wastewater Board of Appeals as provided by Section 27-88.03. All supporting documentation and information shall be provided solely by the person requesting the appeal.

**Sec. 27-88.03. Appeal to Wastewater Board of Appeals**

- A. The City Council of the City of Jackson shall serve as a Wastewater Board of Appeals (“WBA”). The WBA shall consider appeals from final decisions of the WWTP Superintendent (and other appeals as expressly provided by this Article). The WBA may adopt its own rules of procedure, and shall keep a record of its proceedings, showing findings of fact, the action of the board, and the vote of each member upon each question considered. The presence of four members of the WBA shall be necessary to constitute a quorum.
- B. The following provisions shall govern appeals of final decisions of the WWTP Superintendent made to the WBA under this Article:
- (1) An appeal from any final action of the WWTP Superintendent must be made to the WBA within seven (7) days from the date of the action appealed. The appeal may be taken by any person aggrieved by the action. The appellant shall file a written notice of appeal with the WWTP Superintendent and with the City Clerk. The notice of appeal shall specify the grounds for the appeal and shall be accompanied by a non-refundable appeal fee of \$500.00. Failure to file a timely notice of appeal shall be deemed to be a waiver of the right to appeal.
  - (2) Prior to a hearing before the WBA regarding an appeal, the WWTP Superintendent shall transmit to the WBA a written summary of all previous action taken in connection with the action being appealed. The WBA may, at the WBA’s discretion, request the WWTP Superintendent to provide further information regarding the action that is the subject of the appeal.
  - (3) The WBA shall fix a reasonable time for the hearing of the appeal. Notice of the hearing shall be provided at least ten (10) days in advance of the hearing to require the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing. The appellant must submit an exhibit and witness list to the WBA at least five (5) days before the hearing or as directed by the WBA.

- (4) The WBA shall conduct the hearing. At the hearing, attorneys may represent the parties and they may file briefs, present evidence, and call, examine and cross-examine witnesses. Any testimony taken at the hearing shall be under oath and recorded. A copy of the transcript of the hearing (and/or a recording, if made) shall be made available at cost to any person upon payment of applicable charges for the transcription or recording.
- (5) The WBA shall admit all testimony having reasonable probative value and shall exclude irrelevant or unduly repetitious testimony, as determined by the WBA. The WBA shall not be bound by common law or statutory rules of evidence. The appellant shall have the burden of proof and persuasion for showing that the WWTP Superintendent's decision was clearly erroneous.
- (6) Within thirty (30) days after the completion of the hearing, the WBA shall mail or otherwise deliver to all of the parties a written decision granting, denying or modifying the decision appealed and/or relief being sought. The decision of the WBA on the matter shall be final, and shall be a final determination for purposes of judicial review.

**Sec. 27-88.04. Payment of Charges, Penalties, Fines, and Other Costs or Fees**

All service charges, penalties, fines, fees, surcharges, costs or expenses outstanding during any appeal process shall be due and payable to the City, as applicable. Further, if the WWTP Superintendent's decision is upheld by the WBA, the person that requested the appeal shall pay all of the costs incurred by the City in conducting the appeal, including, but not limited to, any applicable sampling and analytical costs, legal and engineering consultant costs, and costs of transcription and recording. If the WWTP Superintendent's decision is only partially upheld or reversed, upon resolution of the appeal, any amounts due and payable to the City shall be equitably adjusted accordingly by the WBA, provided that any refunds of any amounts already paid to the City by the appellant shall be retroactive to the previous four (4) monthly billings only. In no case shall any portion of the \$500.00 appeal fee be refunded. The POTW may terminate wastewater treatment services if a corrective course of action is not taken or if service charges, penalties, fines, fees, surcharges, costs, or expenses are not paid by a user.

**Sec. 27-88.05. Finality of Action**

If an appeal is not demanded as provided by this Section within the periods specified by this Section, the WWTP Superintendent's action shall be deemed final. If an appeal is properly demanded, the action appealed shall be suspended until a final determination has been made by

the WBA, except for orders to immediately cease and desist discharge; orders to terminate sewer services; other emergency orders or actions where a suspension or delay might endanger human health, the environment, or the POTW; and as otherwise expressly provided by this Article (such as for permit appeals, Section 27-77.14).

**Sec. 27-88.06. Appeals from Determination of WBA**

Appeals from a final determination of the WBA may be made to circuit court as provided by law. All findings of fact made by the WBA, if supported by the evidence, shall be deemed conclusive.

**Sec. 27-89. PROTECTION FROM DAMAGE**

**Sec. 27-89.01. Protection from Damage**

It is a misdemeanor for any person to maliciously or willfully break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment that is part of the POTW. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct; shall, upon conviction, be guilty of a misdemeanor punishable by a fine of \$500.00 per violation, per day, or imprisonment for up to ninety-three (93) days, or both in the discretion of the court; and shall be subject to other sanctions and remedies as provided by this Article, including, but not limited to, reimbursement of the POTW as provided by Section 27-87.11 of this Article.

**Sec. 27-90. MUNICIPAL LIABILITY**

**Sec. 27-90.01. Municipal Liability**

Neither the POTW nor the City (including, but not limited to, City staff, employees, and officials) shall be responsible for interruptions of service due to natural calamities, equipment failures, or the actions of users. It shall be the responsibility of the users that all connected equipment remain in good working order so as not to cause disruption of service of any sewer or treatment plant equipment.

**Sec. 27-91. USE OF PUBLIC SEWERS CONDITIONAL**

**Sec. 27-91.01. Use of Public Sewers Conditional**

The use of the public sewer is conditional upon the user complying with all applicable provisions of this Article, the rules and regulations promulgated pursuant to this Article, User Permits and all

other applicable Federal, State and local laws, rules, regulations, standards and requirements. Use of the public sewer is also conditional upon the payment of all applicable charges, surcharges, rates, fees and penalties.

**Sec. 27-92. INDUSTRIAL PRETREATMENT PROGRAM FEES**

**Sec. 27-92.01. Purpose**

It is a purpose of this Article to provide for the recovery from users of the POTW of all costs incurred by the POTW for the administration and implementation by the POTW of the industrial pretreatment program (IPP) established by this Article. The IPP fees provided for by this Section are separate from, and in addition to, amounts chargeable to users for sewage disposal services by the City and/or the POTW, and costs required to be reimbursed to the City and/or the POTW under any other provisions of this Article or other laws and regulations.

**Sec. 27-92.02. IPP Fees**

IPP fees payable by users shall be established by the City, and shall be subject to amendment or revision by the City from time to time. Such fees shall be sufficient to meet the costs to administer and implement the City's IPP and any associated regulations and written procedures as provided by this Article and authorized by applicable law. IPP fees may include, but shall not be limited to, any of the following:

- A. Fees to reimburse the POTW for the costs of development and operation of an Industrial Pretreatment Program, and fees to reimburse the POTW for monitoring, inspections and surveillance procedures, including expenses incurred for analysis of samples.
- B. Fees for reviewing discharge reports, and for related enforcement procedures.
- C. Fees associated with permit applications, permit renewals, and permit transfers.
- D. Fees for reviewing accidental discharge procedures and construction.
- E. Fees for appeals filed under this Article.
- F. Such other charges or fees that the City deems necessary or required to fully perform the provisions of applicable Federal and State laws or regulations, this Article, and other City laws or regulations.

**Sec. 27-92.03. IPP Fee Amounts**

- A. IPP fees shall be paid by users to the POTW in amounts determined necessary by the POTW Superintendent from time to time to reimburse the POTW for all costs and expenses incurred by the POTW in administering the IPP. To the extent practical, the fees shall be set in an amount to include at least the POTW's average total costs for that purpose. With regard to IPP activities undertaken by the POTW with regard to particular users, the fees shall be charged to the users on a time and materials basis, including, but not limited to, the full value of any City staff time (including any administrative and overhead costs and any required overtime), consultant and engineering fees, testing fees, and actual attorney fees and defense costs, plus general administrative expenses, based on the nature and requirements of the IPP activities undertaken for each user.
- B. If the POTW determines that it is necessary to evaluate the ability or capacity of the POTW to accept any current or proposed discharge by means, including, but not limited to, a headworks analysis or treatability study, all such evaluation and analysis or other required work shall be at the sole cost of the user. Such costs shall be paid in full by the user according to the timetable and subject to any terms or conditions established by the WWTP Superintendent, and shall be paid whether or not the discharge (or any part thereof) is ultimately approved. The WWTP Superintendent may require the user to post a deposit or other form of surety, as determined sufficient and appropriate by the WWTP Superintendent, to ensure payment by the user of all such costs.

**Sec. 27-92.04. Surcharges**

- A. Surcharges are intended to reimburse the POTW for all costs incurred by the POTW in handling or treating a discharge that contains pollutants in excess of specified surcharge concentrations, loadings or other applicable limits. These costs may include, but are not limited to, the actual cost of treatment including chemical, equipment, and personnel costs.
- B. Any user exceeding applicable surcharge limitations or other applicable limits shall be subject to the imposition of one or more surcharges as provided by this Section to reimburse the POTW for any costs or expenses, direct or indirect, the POTW may incur in handling or treating the discharge, or which may be imposed upon the POTW, where the exceedence of applicable limits causes or contributes to those costs or expenses.
- C. The City may establish surcharge rates for BOD, COD and TSS and any other pollutant parameter for which a surcharge determined appropriate by the WWTP Superintendent.

These rates shall be reviewed, calculated and determined from time to time, as determined appropriate by the City.

- D. All violations of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements shall constitute a violation of this Article, subject to applicable fines, penalties and other enforcement actions provided by this Article. In no event shall the imposition of a surcharge for a discharge that does not meet the applicable prohibitions, limitations or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of this Article.

**Sec. 27-92.05. Billing and Collection of IPP Fees**

User Permit application fees shall be due upon submission of permit applications. Except as otherwise required by the POTW, all other IPP fees shall be due within thirty (30) days of the date of the activity or service for which the fee is required. For fees not paid at the time of service, the amount of the fee shall be added to the user's sewage disposal service charges or billed separately. IPP fees provided for by this Section, including, but not limited to, surcharges, shall be billed, collected and enforced pursuant to the procedures as provided by the City for sewer service charges, rates, and fees as provided Article IV of Chapter 27 of the City Code and other applicable City laws or regulations.

**Sec. 27-93. SEWER SERVICE CHARGES, RATES, AND FEES**

**Sec. 27-93.01. Sewer Service Charges, Rates, and Fees; Lien**

The charges, rates, and fees for the use of and connection to the City's sewer system shall be established, billed, and collected as provided by Article IV of Chapter 27 of the City Code and other applicable City laws or regulations. If a charge or fee due from any person under this Article III or due under other City ordinances or resolutions for or in connection with use of the POTW, including, but not limited to, IPP fees and surcharges, is not paid when due, the amount due may be certified to the tax assessor and assessed against the lot or parcel of land upon which is situated the premises served and collected or returned in the same manner as municipal taxes against real estate are certified, assessed, collected, and returned, and shall be a lien upon such lot or parcel of land coordinate with the lien of such municipal taxes from the time of certification to the tax assessor.

**Sec. 3. Severability.** Sections of this Article shall be deemed severable and should any section, clause or provision of this Article be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

**Sec. 4. Saving Clause.** The amendment or repeal by this Article of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Article or prosecutions based upon actions taken by any person prior to the effective date of this Article. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Article.

**Sec. 5. Conflict.** Except as otherwise expressly provided, the provisions of this Article shall control in the event of any inconsistency or conflict between this Article and any other provision of any other Ordinance of the City.

**Sec. 6. Publication.** This Article shall be published by publishing a summary of the Ordinance in a newspaper of general circulation in the City of Jackson, including the designation in the publication of the location in the City where a true copy of the Ordinance can be inspected or obtained, as authorized by State law.

**Sec. 7. Effective Date.** This Article shall become effective upon the date of publication of the notice of its adoption as provided in Section 6, above, and as certified by the Clerk, below.

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City of Jackson

Sewer Use and Pretreatment Ordinance

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Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the City Council, City of Jackson, Michigan.

On roll call, the vote was:

Yeas:

Nays:

By: \_\_\_\_\_  
\_\_\_\_\_

Certification

I, \_\_\_\_\_, Clerk of the City of Jackson, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the City of Jackson City Council at a regular meeting held on \_\_\_\_\_, 2021, at \_\_\_\_\_, and that it was published in \_\_\_\_\_ on \_\_\_\_\_, 2021.

\_\_\_\_\_, Clerk

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Michael Osborn, Director of Public Works

**DATE:** January 11, 2022

**SUBJECT:** **Approval of the purchase of one 2022 Ford F-550 XL C/C DRW Cab through MiDeal and Chassis to be fitted with a Knapheide Service Body and a VanAir Air Compressor for a total purchase amount of \$103,176.00.**

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**Recommendation:**

**Approve the purchase of one 2022 Ford F-550 XL Crew Cab DRW Cab and Chassis through Gorno Ford, through MiDeal in the amount of \$39,525.00 to be fitted with a Knapheide Service Body and a VanAir Air Compressor purchased and installed through Automotive Service Company in the amount of \$54,271.00 for a total of \$93,796.00 with a 10% contingency due to the ongoing rise in equipment costs for a total purchase amount of \$103,176.00.**

Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Michael Osborn, Director of Public Works  
**DATE:** January 11, 2022

**RECOMMENDATION:** Approve the purchase of one 2022 Ford F-550 XL Crew Cab DRW Cab and Chassis through Gorno Ford, through MiDeal in the amount of \$39,525.00 to be fitted with a Knapheide Service Body and a VanAir Air Compressor purchased and installed through Automotive Service Company in the amount of \$54,271.00 for a total of \$93,796.00 with a 10% contingency due to the ongoing rise in equipment costs for a total purchase amount of \$103,176.00.

### SUMMARY

The City of Jackson is spending large amounts of time and money for maintenance and repair costs on the existing Department of Public Works Water Division 2009 International Compressor Truck. The requested Compressor Truck would replace the 2009 model which is in poor condition due to age and extreme use. There is only one other Compressor Truck in the fleet.

### BUDGETARY CONSIDERATIONS

Funding for this equipment purchase was approved as part of the fiscal year 2021/22 budget for the Department of Public Works Water Equipment and Replacement Fund Line Item 402-591-000-981.000 for \$103,176.00.

### HISTORY, BACKGROUND and DISCUSSION

The City utilizes this style of Compressor Truck for many different types of assignments. These Compressor Trucks carry a wide variety of tools and supplies for making repairs on water main breaks, water services and valves, fire hydrants and other types of excavations including sanitary sewer and storm pipe repair. They are equipped with an industrial air compressor for operating jack hammers, concrete drills and large water main tapping equipment.

### POSITIONS

I recommend approval for the purchase of one 2022 Ford F-550 XL Crew Cab DRW cab and Chassis with a Knapheide Service Body and VanAir Air Compressor for the Department of Public Works Water Division for fiscal year 2021/22.

DATE: 11/8/21 **(F-550 C/C 4x2) (Order Only)**

TO: JEFF SCHMELTZ, CITY OF JACKSON  
517-398-0202 (DIRECT) [jschmeltz@cityofjackson.org](mailto:jschmeltz@cityofjackson.org)

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT) [jagney@gornoford.com](mailto:jagney@gornoford.com)

RE: MIDEAL 3958-0119 (1) **22MY FORD, F-550 XL** C/C REG CAB,  
**4x2, DRW, 169"WB, 84"CA, OXFORD WHITE/EARTH VINYL, 7.3L V8 GAS, DUAL BATT.,**  
**10spd.A/T, 4.88 LTD SLIP H.D AXLE, LT225/70x19.5 AT/MAX, A/C, TILT/CRUISE,**  
**AM/FMw/CLOCK, VINYL FLOOR, 19,500# GVWR PAYLOAD PLUS PKG., DISC BRKS.w/ABS,**  
**AIRBAGS, H.D. SUSP, ROOF CLEARANCE LIGHTS, UPFITTER SWITCHES, **PTO PROV.,****  
**REV. SAFETY BEEPER, FRNT. TOW HOOKS, CAB STEPS, AFT. AXLE 40 gal. FUEL TANK,**  
**RUNNING BOARDS, 397 AMP ALT., PWR. WINDOWS/LOCKS/Htd.MIRRORS, BRK. CTLR.,**  
**PLOW PREP PKG., 397 Amp Alt., UTILITY LIGHT PKG., REAR CAMERA KIT,**  
**SPARE TIRE/WHL., REVERSE SAFETY BEEPER**

F.O.B. DELIVERED TO JACKSON, MI. .... \$39,525.00  
(MSRP = \$49,260.00)

**Due to current computer chip shortage and various other supply chain issues,**  
**FORD HAS PUT GOVT. SALES ON ALLOCATION,**  
**Order Book for Govt. Fleet closes November 12, 2021.**  
**Current estimated lead time TO ORDER is 30 + weeks from receipt of P.O.**  
**QUOTED PRICE EXPIRES NOVEMBER 12, 2021**

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,

Jim Agney

**This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Jackson.** Information/specifications in this quotation have been established by MIDEAL and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**Automotive Service Company**

603 E. Washington Ave.  
P.O. Box 129  
Jackson, MI 49204-0129

# QUOTATION

Quote Number: 2635  
Quote Date: Dec 3, 2021  
Page: 1

Voice: 517-784-6131  
Fax: 517-784-0601

Quoted To:
CITY OF JACKSON DPW DPW FISCAL SERVICES 11TH FLOOR 161 W MICHIGAN AVE JACKSON, MI 49201

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF JAX DPW	12/31/21	Net 30 Days	

Quantity	Description	Unit Price	Amount
1.00	FURNISH AND INSTALL THE FOLLOWING EQUIPMENT ON A 2022 FORD 550 CAB CHASSIS - 84" CA - 2WD - FACTORY INSTALLED BRAKE CONROLLER AND TRAILER WIRING TO REAR - OEM AUX SWITCHES - V8 GAS ENGINE AND AUTO 10R 140 TRANS	54,271.00	54,271.00
1.00	KC132H2094 KNAPHEIDE "KC" SERVICE BODY, LENGTH 133.25", BODY HEIGHT 90.0", BODY WIDTH 94.0", COMPARTMENT DEPTH 20", CLEAR DOOR WIDTH 49.5", CLEAR DOOR HEIGHT 63.1", INTERIOR CLEAR HEIGHT 72.5"		
1.00	STANDARD FEATURES; TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET AND CURB SIDE FRONT VERTICAL COMP. (1st & 2nd VERT COMP 132" BODIES ONLY. )		
1.00	ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, STREET AND CURB SIDE FULL HEIGHT REAR VERTICAL COMPARTMENT		
1.00	ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS CURB SIDE HORIZONTAL COMPARTMENT. AUTOMOTIVE STYLE ROTARY LATCHES, GAS SPRING DOOR RETAINERS ON VERTICAL DOORS, L.E.D COMPARTMENT LIGHT KIT FOR (8) EIGHT COMPARTMENTS, FLUSH MOUNT L.E.D. LIGHT KIT FOR BODIES OVER 80"		
1.00	77007847 CURBSIDE SHELF INSTALL IN WALK IN AREA		
1.00	77007839 STREETSIDE SHELF INSTALLED IN WALKIN AREA		
	20084830 L.E.D. KNAPHEIDE LIGHT KIT WITH BUILT IN STROBES		
	CUSTOM REAR BUMPER, FULL WIDTH, 19" DEEP, GRIP STRUT TOP SURFACE, D-RINGS FOR TRAILER SAFETY CHAINS, FOLD DOWN STEPS, ONE ON EACH SIDE		
1.00	PH15 PINTLE HOOK 15 TON CAPACITY INSTALLED		

**2% CONVENIENCE CHARGE ON CREDIT CARD PURCHASES OVER 1000.00 USD**

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

**Automotive Service Company**

603 E. Washington Ave.  
P.O. Box 129  
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# QUOTATION

Quote Number: 2635  
Quote Date: Dec 3, 2021  
Page: 2

Voice: 517-784-6131  
Fax: 517-784-0601

**Quoted To:**

CITY OF JACKSON DPW  
DPW FISCAL SERVICES 11TH FLOOR  
161 W MICHIGAN AVE  
JACKSON, MI 49201

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF JAX DPW	12/31/21	Net 30 Days	

Quantity	Description	Unit Price	Amount
1.00	SHELF AND VISE MOUNTED AT FRONT OF BODY INTERIOR WORK BENCH		
4.00	SL66AG OVAL STROBE 12 AMBER/12 GREEN LED QUAD FLASH INSTALL ON CANOPY 2-IN FRONT EACH CORNER, 2- IN REAR EACH CORNER		
2.00	8892210 STROBE AMBER/GREEN STROBES INSTALL IN FRONT GRILL AREA		
1.00	TD93-47-30 AMBER LED LIGHT BAR 47" LENGTH, 30' CABLE WITH CONTROL INSTALL AT REAR ABOVE REAR DOORS, WITH CONTROLS MOUNTED IN CAB AREA		
1.00	SET OF LADDER BRACKETS INSTALLED ON RIGHT SIDE OF SERVICE BODY		
2.00	1492128 FLOOD LIGHT 16 LED, 3120 LUMENS INSTALL AT REAR OF SERVICE BODY, CONTROLLED WITH SWITCH ON DASH		
1.00	83050 OLP, REELCRAFT HOSE REEL W/ 50' 3/4" AIR HOSE, INSTALLED IN RIGHT REAR SERVICE BODY COMPARTMENT W/ACCESS OUT BACK OF SERVICE BODY		
1.00	L4545 123 9G REALCRAFT CORD REEL WITH 45FT SPRING RETRACT 12 AWG3 WIRE AND TRIPLE GFCI OUTLETS - INSTALLED STREET SIDE AT REAR ACCESS BODY DOOR		
1.00	PV2000FC TRIPPLITE INVERTER INSTALLED IN LEFT FRONT COMPARTMENT AND WIRED TO TRUCK BATTERY, "APSRM4" CONTROL PANEL MOUNTED INSIDE OF SERVICE BODY AT REAR DOORS		
1.00	UDSM 160 CFM 100psi, VANAIR COMPRESSOR KIT INSTALLED COMPRESSOR POWERTECH, 3.95 GEAR RATIO		

**2% CONVENIENCE CHARGE ON CREDIT CARD PURCHASES OVER 1000.00 USD**

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

# Automotive Service Company

603 E. Washington Ave.  
P.O. Box 129  
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# QUOTATION

Quote Number: 2635  
Quote Date: Dec 3, 2021  
Page: 3

Voice: 517-784-6131  
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**Quoted To:**

CITY OF JACKSON DPW  
DPW FISCAL SERVICES 11TH FLOOR  
161 W MICHIGAN AVE  
JACKSON, MI 49201

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF JAX DPW	12/31/21	Net 30 Days	

Quantity	Description	Unit Price	Amount	
1.00	MUNCIE F20-F1312-GS51X-PXGAS-PTO RATED AT 130% - 1310 DRIVELINE - OPTIONAL FAILSAFE SYSTEM TANK MOUNTED			
2.00	PVC MATERIAL 6" TUBES MOUNED AT STREET SIDE EXTERIOR OF BODY			
			Subtotal	54,271.00
			Sales Tax	
			<b>TOTAL</b>	<b>54,271.00</b>

**2% CONVENIENCE CHARGE ON CREDIT CARD PURCHASES OVER 1000.00 USD**

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** January 11th, 2022

**SUBJECT:** Approve the sale of City owned property located at 211 S Elm Ave, for \$ 9,000

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**Recommendation:** Approve the sale of City owned property located at 211 S Elm Ave, to Brittany Ramirez for \$ 9,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.

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Attachments: Purchase agreement, cost calculation and Real Estate Net sheet.

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of NEO

**DATE:** January 11th , 2022

**RECOMMENDATION:** Approve the sale of City owned property located at 211 S Elm Ave for \$9,000.

## SUMMARY

The City of Jackson owns real property located at 211 S. Elm Ave. Property was placed on the MLS by Real Estate Agent Rich Cook. On December 11th, 2021, 2021 an offer of \$9,000 was submitted to purchase the property.

## BUDGETARY CONSIDERATIONS

Total project cost associated with acquisition, tax chargeback, personnel, maintenance, open receivables and real estate cost/fees \$11,919. Sale price \$9,000. Net loss of (\$2,929). Upon sale the property will be placed back on the tax roll.

## HISTORY, BACKGROUND and DISCUSSION

Property located at 211 S Elm Ave was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal, with intent to demolish the home. In 2021 the City slowed the demolition program and began selling these real estate assets. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw cleanup of the structure interior and exterior. General Fund dollars were used to finance the project. After completion of the property sale preparation, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Real Estate. On December 11<sup>th</sup> ,2021 Real Estate Agent Crystal LeFaive assisted the Buyer Brittany Ramirez with submitting an offer to purchase 211 S Elm Ave from the City of Jackson for the amount of \$9,000. Should Council agree to accept the bid amount, the closing will be set thereafter. The majority of structures being sold are not habitable and are in need of extensive repairs due to many years of deferred maintenance and neglect. Investors and future residents are purchasing City owned homes with intent to invest thousands of dollars to make the structures once again habitable. Buyer will at a minimum be required to complete the scope of work required by the Building Official.

## POSITIONS

Should the City elect not to sell the house, ARP funds could be used to rehabilitate the structure for approximately \$175,000 or demolish the structure for approximately \$14,800. Should the City Sell the house for the amount offered by the buyer, the City will experience a loss of \$2,911.99 with the loss being due to the \$4,727.74 tax foreclosure/ Chargeback that would not be recaptured if the house was demolished.

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ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet.

## 211 S. ELM

PIN# 6-098700000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)



Ready to List / Offer Date 12.11.21

Sales Price \$	9,000.00
Est. Project Cost * \$	11,911.99
<b>Net Sale \$</b>	<b>(2,911.99)</b>

Contracts	Cost	Pd to Date	Remaining Balance
Johnny's Tree Services Tree/Brush Clean-up	\$ -	\$ -	\$ -
Mohawk Clean-up Services Pd 12.17.21 Inv#2112	\$ 1,500.00	\$ 1,500.00	\$ -
<b>Subtotal Contract Amount(s)</b>	<b>\$ 1,500.00</b>	<b>\$ 1,500.00</b>	<b>\$ -</b>

Additional Project Cost	Cost	Pd to Date	Remaining Balance
Consumers - Acct N/A	\$ -	\$ -	\$ -
Water >			
Meter Replace N/A No water Service (3.9.2015)	\$ -	\$ -	\$ -
Billing #1 N/A	\$ -	\$ -	\$ -
Procurement Card Hammon Hardward Entry Lock (pd 6.8.21)	\$ 15.00	\$ 15.00	\$ -
<b>Contingency</b>	<b>\$ 500.00</b>	<b>\$ -</b>	<b>\$ 500.00</b>
Miscellaneous	\$ -	\$ -	\$ -
City Employee(s) Hrs. Hrly Rate # of Hrs.			
Brian Taylor \$ 67.52 3.00	\$ 202.56	\$ 202.56	\$ -
Sven Harrison \$ 50.40 2.00	\$ 100.80	\$ 100.80	\$ -
Mark Fish \$ 63.77 N/A	\$ -	\$ -	\$ -
Kim Randell \$ 50.05 N/A	\$ -	\$ -	\$ -
Sindy Foster \$ 41.65 0.50	\$ 20.83	\$ 20.83	\$ -
Shannon Williams \$ 47.96 1.00	\$ 47.96	\$ 47.96	\$ -
Shane LaPorte \$ 75.19 1.00	\$ 75.19	\$ 75.19	\$ -
County Tax Foreclosure / Chargeback Cost (Ward 2 - YR19) Estimated	\$ 4,727.74	\$ 4,727.74	\$ -
Taxes Summer & Winter 2019 pd 2019 - \$1203.04			\$ -
Special Assessment 2021 N/A	\$ -	\$ -	\$ -
Open Receivables Multipole Verified in Building.net 10.22.21	\$ 2,019.51	\$ -	\$ 2,019.51
Open Utility \$0.00 balance Verified in Building.net 10.22.21	\$ -	\$ -	\$ -
Open DPW Invoices/Misc Receivables \$205.88 Verified in Building.net 10.22.21	\$ -	\$ -	\$ -
Net Real Estate Fees est.	\$ 2,702.40	\$ -	\$ 2,702.40
<b>Subtotal Additional Cost</b>	<b>\$ 10,411.99</b>	<b>\$ 5,190.08</b>	<b>\$ 5,221.91</b>

	Cost	Pd to Date	Remaining Balance Still Outstanding
<b>Total Project Cost</b>	<b>\$ 11,911.99</b>	<b>\$ 6,690.08</b>	<b>\$ 5,221.91</b>

\* Project Cost Includes Remaining Balance Still Outstanding



# REARDON REALTY

Property Address: 211 S. Elm

Date: 12/31/2021

Seller Name(s): City of Jackson

	Debit	Credit
Sale Price		<u>9000</u>
Brokerage Fee	<u>2000</u>	
Transfer Tax	<u>77.4</u>	
Tax Proration (Approximate)	<u>0</u>	
Title Insurance	<u>425</u>	
Home Warranty	<u>0</u>	
Well & Septic	<u>0</u>	
Transaction Fee	<u>0</u>	
Pest Inspection	<u>0</u>	
Wire Fees	<u>0</u>	
Doc. Preparation (Deed)	<u>50</u>	
Seller's Concession		
<b><u>American title</u></b>	<u>150</u>	
Subtotal	<u>2702.4</u>	<u>9000</u>
Net Credit/Debit	<u>6297.6</u>	
Less Mortgage Balance		
Total Net To Sellers	<b>6297.6</b>	

\*These figures are estimates only, and subject to change.

Seller

Seller

# PURCHASE AGREEMENT

Property Address 211 S Elm Ave

Listing Office: ERA Reardon

Selling Office: ERA Reardon

Office License #: \_\_\_\_\_

Office License #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Listing Agent: Rich Cook

Selling Agent: Crystal LeFavie

Listing Agent License #: \_\_\_\_\_

Selling Agent License #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: crystal sellsmichigan@gmail.com

Seller's Agent  Dual Agent  Transaction Coord.

Seller's Agent  Buyer's Agent  Dual Agent  Transaction Coord.

1. **THIS** offer made at 5pm AM/PM 12/11/2021 between (Buyer) Brittany April Ramirez specify marital/legal status: Single Address 5118 Market st, Kalamazoo, MI 49048 and Seller city of Jackson

2. **FOR** the purchase of the property commonly known as 211 S Elm Ave City Jackson Zip 49203 or described as \_\_\_\_\_ located in the city \_\_\_\_\_ of Jackson \_\_\_\_\_, County of Jackson, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.  
 Exceptions  Additions: \_\_\_\_\_

3. **PURCHASE PRICE** Nine thousand dollars Dollars \$ 9000

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows: \_\_\_\_\_

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):  
 **CASH:** The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.  
 **NEW MORTGAGE:** The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a \_\_\_\_\_ type mortgage for no less than \_\_\_\_\_ years, with a minimum down payment of \_\_\_\_\_% of the purchase price at no more than \_\_\_\_\_% interest per annum. Buyer will supply to Seller a pre-qualification letter within \_\_\_\_\_ calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within \_\_\_\_\_ days of the date of this acceptance.  
 **LAND CONTRACT:** \$ \_\_\_\_\_ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of \$ \_\_\_\_\_ or more. Interest at \_\_\_\_\_ % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than \_\_\_\_\_ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment  will  will not include taxes and insurance in the monthly payment. Said Contract  will  will not have a due on sale clause. **BUYER**  does  does not request a land contract memo at the Buyer's expense. Additional terms \_\_\_\_\_

6. **HOME SALE CONTINGENCY** This agreement is contingent upon:  NONE  
 SALE OF  CLOSE OF: \_\_\_\_\_ ADDRESS \_\_\_\_\_

7. **EARNEST MONEY** Buyer herewith deposits \$ 500 in the form of personal check as earnest money to be held by American Title as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

# PURCHASE AGREEMENT

**Property Address** 1220 Williams Street, Jackson, MI 49203

**8. FORM of Conveyance:**

- A. Seller shall convey and transfer, by  Warranty Deed or  Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
- B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make \_\_\_\_\_ (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 12/30/2021.

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of \$\_\_\_\_\_ for final reading with  Listing Broker  Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.

Seller will escrow the sum of \$\_\_\_\_\_ for final water and sewer bill with  Listing Broker  Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any:  Immediate Possession at Time of Closing

At \_\_\_\_\_ a.m.  p.m.  on the \_\_\_\_\_ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$\_\_\_\_\_ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.

Exceptions: \_\_\_\_\_

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT**, if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents 0% of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

**14. ACKNOWLEDGEMENT OF DISCLOSURES:**

**Lead Based Paint:** (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on \_\_\_\_\_, the terms of which shall be part of this agreement.

Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Seller's Disclosure:**

Buyer acknowledges that a Seller's Disclosure statement dated \_\_\_\_\_ has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq.*, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

**15. HOME WARRANTY**

Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by \_\_\_\_\_ at \_\_\_\_\_ expense.  Buyer waives Home Warranty.



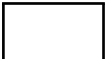
Buyer initials BUR



Buyer Initials \_\_\_\_\_



Seller initials \_\_\_\_\_



Seller initials \_\_\_\_\_



# PURCHASE AGREEMENT

## 4 Property Address

16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:**

Connected to community water  Connected to community sewer

Buyer  Seller to furnish a written report stating that the water is potable.  
 by a certified inspector.

Buyer  Seller to furnish a written report that the well system is in good working order.  
 by a certified inspector.

Buyer  Seller to furnish a written report stating that the septic system is in good working order.  
 by a certified inspector.

Buyer waives water/well/septic inspection.

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:**  Buyer  Seller  Buyer waives wood destroying insect inspection - shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

**Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's lender only if required by lender. This report shall identify any buildings and improvements on the property as described with no boundary lines established.

**Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the Buyer. This report shall identify any buildings and improvements on the property as described with no boundary lines established. (This document can be utilized in situations where the lender does not require a mortgage certificate.)

**Boundary (Stake) Survey** -  Buyer  Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.



Buyer initials

Buyer Initials

Seller initials

Seller initials



# PURCHASE AGREEMENT

## 4 Property Address

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, *et seq.* This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer   Seller

23. **OTHER PROVISIONS:** All outstanding balances with the city of Jackson, shall be paid for by the seller.

\*certificate fee \$1205.73 \*outstanding property fees \$2019.57

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. Buyer gives the Seller until 5pm AM/PM 12/22/2021, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

*Brittany April Ramirez*  
dotloop verified  
12/14/21 10:10 AM EST  
UIUO-C8ZY-WW25-RBGK

BUYER

BUYER

Brittany April Ramirez

Print Buyer's Legal Name

Print Buyer's Legal Name

27. **Seller's Response:**

ACCEPT  REJECT  ACCEPT AS FOLLOWS:

property transferred via quit claim deed. no tax proration. buyer has acknowledged the repair requirements. No inspection contingency. offer acceptance to be extended until Jan 11, 2022

and Seller gives the Buyer until AM/PM, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER

SELLER

SELLER MARITAL STATUS

28. **Buyer's Receipt and Acceptance of Changes:**

AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

ACCEPT/ACKNOWLEDGEMENT  REJECT  EXCEPT: SEE ADDENDUM: \_\_\_\_\_

BUYER

BUYER



**MEMO TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mark M. Porterfield, Senior Assistant City Attorney  
**DATE:** Council Meeting – January 11, 2022  
**SUBJECT:** **Second Amendment to Development Agreement**

---

**Recommendation:** APPROVE the Second Amendment to the Development Agreement dated March 20, 2020 between the City of Jackson and New Generation Meds, L.L.C., authorize the City Manager to execute the Second Amendment, and authorize the City Attorney's Office to make minor changes if necessary.

Your consideration and concurrence is appreciated.

## DEPARTMENT REPORT

**MEMO TO:** Honorable Mayor and City Councilmembers

**FROM:** Mark M. Porterfield, Senior Assistant City Attorney

**DATE:** Council Meeting – January 11, 2022

**RECOMMENDATION:** Approve the Second Amendment to the Development Agreement dated March 20, 2020 between the City of Jackson and New Generation Meds, L.L.C., authorize the City Manager to execute the Second Amendment, and authorize the City Attorney’s Office to make minor changes if necessary.

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### SUMMARY

The City of Jackson and New Generation Meds, L.L.C. have agreed to a Second Amendment to Development Agreement which would grant the property owner, New Generation Meds, L.L.C., additional time to complete construction of the marihuana provisioning center located at 118 N. Columbus Street, Jackson, Michigan 49201 to June 1, 2022. In consideration of the Second Amendment, New Generation Meds, L.L.C. will provide to the City a refundable \$25,000.00 escrow deposit to be deposited with American Title Company.

### HISTORY, BACKGROUND and DISCUSSION

On March 20, 2020, the City and New Generation Meds, L.L.C. (the “Developer”) entered into a Development Agreement to redevelop the property located at 118 N. Columbus Street for use as a marihuana provisioning center under Chapter 16 of the Jackson Code of Ordinances and the Medical Marihuana Facilities Licensing Act, MCL §333.27101 et seq. Under the terms of the Development Agreement, the Developer was required to commence construction after January 31, 2020 and complete construction by January 31, 2021.

Paragraph 8 of the Development Agreement permits the Developer to obtain an extension of timelines due to causes reasonably beyond the Developer’s control. The Council approved a First Amendment to the Development Agreement in May of 2021 which extended the construction deadline to December 31, 2021.

Construction of the project has experienced delays for the following reasons: (1) while construction was expected to start on or around February 1, 2020, the Development Agreement was not fully executed until March 20, 2020 and a building permit was not issued until July 2020; (2) due to severe weather conditions, the block work for the Project was not finished until March 2021, and the underground work did not commence until May 2021, once the asphalt plants were open and operational; (3) throughout the construction

process, progress has been, and will continue to be, impeded by the ongoing COVID-19 pandemic; and (4) Developer has had difficulty scheduling laborers and material deliveries.

The City has held several construction-related meetings in order to receive assurances from the Developer that it has the requisite financing and subcontractors necessary to fully complete the project under the revised timeline as set forth in the Second Amendment. To ensure that Developer meets the proposed amended construction deadlines, it has agreed, to provide to the City a refundable \$25,000.00 escrow deposit. The payment will be deposited with American Title Company. In the event the Project is not completed by the June 1, 2022 deadline, the City may exercise its rights under paragraph 8 of the Development Agreement, and if a court of competent jurisdiction deems the Developer in material breach, the escrow deposit be forfeited to the City. Upon completion of the project in accordance with the Second Amendment, the escrow shall be refunded to Developer.

## POSITIONS

Approve the Second Amendment to the Development Agreement dated March 20, 2020 between the City of Jackson and New Generation Meds, L.L.C., authorize the City Manager to execute the Amendment, and authorize the City Attorney's Office to make minor changes if necessary.

ATTACHMENTS: *Proposed Second Amendment to Development Agreement  
Development Agreement dated March 20, 2020*

## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201 ("City"), and NEW GENERATION MEDS, LLC, a Michigan limited liability company, with a registered office address of 1120 E. Oakland Ave., Lansing, Michigan 48906 ("Developer").

WITNESSETH:

WHEREAS, Developer and City are parties to that certain Development Agreement, dated March 20, 2020, as amended by that certain First Amendment Development Agreement dated May 27, 2021 (together, the "Development Agreement"), which provides for the Developer to redevelop certain property located at 118 North Columbus Street, Jackson Michigan ("the Property") for use as a Marihuana Provisioning Center as per PA 281 of 2016 ("the Project").

WHEREAS, Paragraph 3 of the Development Agreement provides for the Project to be completed by December 31, 2021 (the "Completion Date"), subject to extension pursuant to Paragraph 8 of the Development Agreement for delays in performance occasioned by "causes beyond that party's control".

WHEREAS, redevelopment of the Project has been delayed for the following reasons: (i) while construction was expected to start on or around February 1, 2020, the Development Agreement was not fully executed until March 20, 2020 and a building permit was not issued until July 2020; (ii) due to severe weather conditions, the block work for the Project was not finished until March 2021, and the underground work did not commence until May 2021, once the asphalt plants were open and operational; (iii) throughout the construction process, progress has been, and will continue to be, impeded by the ongoing COVID-19 pandemic; and (iv) Developer has had difficulty scheduling laborers and material deliveries (collectively, the "Delay Events").

WHEREAS, the City has held several construction-related meetings in order to receive assurances from the Developer that it has the requisite financing and subcontractors necessary to fully complete the Project under the revised timeline as set forth herein;

WHEREAS, the City and Developer now desire to amend the terms of the Development Agreement to extend the Completion Date in accordance with the terms hereof.

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

1. Recitals; Capitalized Terms. The above recitals are true and correct and incorporated herein by reference. All capitalized terms not otherwise defined in this Second Amendment shall have the same meanings ascribed to them in the Development Agreement.
2. Amendment to Paragraph 3. Paragraph 3 of the Development Agreement is hereby

deleted in its entirety and replaced with the following:

“3. **DEADLINE FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** Developer shall commence construction no earlier than January 31, 2020 (contingent upon receiving a building permit) and construction shall be completed no later than June 1, 2022, subject to the provisions of Paragraph 8 below.”

3. Construction Schedule. Developer has submitted, and agrees to adhere to, the revised construction schedule for “118 N. Columbus, Jackson” attached hereto as Exhibit A.

4. Escrow Deposit. To ensure that Developer meets the construction deadlines set forth on Exhibit A it shall, contemporaneous with the execution of this Second Amendment, provide to the City a refundable \$25,000 escrow deposit to be deposited with American Title Company in Jackson, MI. In the event that: (a) the Project is not complete by the June 1, 2022 deadline; (b) the City exercises its rights under Paragraph 8 of the Development Agreement; and (c) a court of competent jurisdiction deems the Developer in material breach, the escrow deposit shall be forfeited to the City. Upon completion of the Project in accordance with the Exhibit A construction schedule and amended completion date set forth in this Second Amendment, the escrow shall be refunded to Developer.

5. Entire Agreement. This Second Amendment is incorporated into the Development Agreement by reference. This Second Amendment and the Development Agreement, as amended, embody the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter, which are not expressly set forth in this Second Amendment and the Development Agreement. In the event of any conflict between this Second Amendment and the Development Agreement, the terms of this Second Amendment shall govern and control.

6. Miscellaneous. The Development Agreement, as amended hereby, shall bind and inure to the benefit of City and Developer and their respective successors and assigns. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together (including electronic copies) shall constitute one and the same instrument. Developer and City further agree that this Second Amendment may be transmitted by facsimile/email, and the parties intend that faxed/emailed signatures shall constitute original signatures. A facsimile or email copy or any counterpart or conformed copy of this Second Amendment with the signature, original or faxed/emailed, shall be binding on the parties.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the \_\_\_\_\_ day of January, 2022.

THE CITY OF JACKSON, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Jonathan Greene, City Manager

NEW GENERATION MEDS, LLC, a  
Michigan limited liability company

By: \_\_\_\_\_  
Ed Mottern, Manager

## EXHIBIT A – CONSTRUCTION SCHEDULE

### 118 N. Columbus, Jackson

<u>Category</u>	<u>Sub</u>	<u>Phone #</u>	<u>Start</u>	<u>Finish</u>
<b><u>EXTERIOR</u></b>				
Exterior siding	Nagy Construction	248-521-7952	Siding started	1/7/2022
Exterior Caulking / painting	Raul Gomez	Raul - 901-230-4800	4/11/2022	4/15/2022
Sidewalks	Mata Bros	517-768-9695	4/11/2022	4/15/2022
Light poles	Cochran Electric	517-784-7106	4/18/2022	4/29/2022
Landscaping	J & M Land Management	248-558-0816	4/11/2022	4/22/2022
Street Paving	Michigan Paving	517-507-4024	4/18/2022	4/29/2022
Curbs / Parking area	Mata Bros	517-768-9695	4/11/2022	4/15/2022
Dumpster footings	E & P Site Work	586-707-0802	4/4/2022	4/4/2022
Block for dumpster	Old Country Masonry	Nick - 248-259-4861	4/5/2022	4/7/2022
<b><u>INTERIOR</u></b>				
Interior wall framing			Complete	Complete
Concrete floor			Complete	Complete
Metal Stairs			Installed	Installed
Plumbing - Rough	G & G Plumbing	Nick - 734-751-3280	started	12/23/2021
Plumbing - Finish	G & G Plumbing	Nick - 734-751-3280	3/28/2022	4/1/2022
HVAC - Ductwork	Detroit HVAC	Lou - 248-659-7327	Installed	Installed
HVAC - rooftop units	Detroit HVAC	Lou - 248-659-7327	12/30/2021	12/30/2021
HVAC - Finish	Detroit HVAC	Lou - 248-659-7327	3/10/2022	3/18/2022
Electrical - Rough	Cochran Electric	517-784-7106	1/3/2022	1/21/2022
Electrical - Finish	Cochran Electric	517-784-7106	3/10/2022	3/18/2022
Fire alarm - Elevator	Cochran Electric	517-784-7106	1/3/2022	3/18/2022
Drywall	Town & Country Drywall	Paul - 586-615-1800	1/25/2022	2/14/2022
Painting	Raul Gomez	Raul - 901-230-4800	2/15/2022	2/25/2022
Drop Ceiling	Wolverine Works	Dave - 313-529-0953	3/2/2022	3/9/2022
Interior Trim, Doors, Cabinets	M & N Gen Cont	248-733-1040	3/2/2022	3/9/2022
Floor Finish - epoxy	M & N Gen Cont	248-733-1040	3/21/2022	3/25/2022
Elevator - install	A4 Access	877-406-7056	3/1/2022	3/11/2022

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the **CITY OF JACKSON**, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and **NEW GENERATION MEDS, LLC**, a Michigan limited liability company, with a registered office address of 1120 E. Oakland Ave., Lansing, Michigan 48906 ("Developer").

WITNESSETH:

WHEREAS, the Developer owns, or has a signed purchase agreement for the development of, the property located at 118 North Columbus Street, Jackson Michigan legally described as follows:

See Exhibit A, attached hereto and incorporated by reference,

hereinafter referred to as "the Property." The legal description is subject to verification as set forth in the vesting deed(s) to Developer; and WHEREAS, the Developer desires to redevelop the Property for use as a Marihuana Provisioning Center as per PA 281 of 2016, which is referred to hereinafter as "the Project." The Project is anticipated to consist of a two-story, two-suite, structure of approximately 2,277 square feet and thirty-one (31) on-street parking spaces as depicted in the attached Exhibit B and the associated Right-of-Way Parking Easement Agreement. The Project shall comply with all requirements outlined in the City of Jackson Code of Ordinances, regulations and standards related to zoning, engineering and building design, as amended and agreed to herein; and

WHEREAS, the Developer agrees that the Project scope and design must be approved by the City and be in compliance with all federal, state and local laws, rules and regulations; and

WHEREAS, the City desires that in connection with the Project the Developer comply with the financial obligations imposed upon the Developer by the City of Jackson Code of Ordinances and the ordinances, rules and regulations set forth therein ("City Code"); and

WHEREAS, the Developer agrees to comply with all conditions of the City of Jackson Chief Building Official and Zoning Administrator, and shall obtain approval of same for all building materials and design in connection with the Project; and

WHEREAS, part of the consideration to the City for this Agreement is Developer's promise that the Project will create an urban scale retail facility as set forth in this Agreement; and

WHEREAS, the parties desire to ensure that the Project will take place consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. SCOPE OF THE PROJECT. It is the understanding of the parties that Developer desires to develop an approximately 2,277 square foot two-story, two-suite, structure in which the first floor will be occupied by a marijuana provisioning center. The Project shall also consist of thirty-one (31) on-street parking spaces to be constructed via a separate **Right-of-Way Parking Easement Agreement**. In addition, the Developer agrees to complete all on-site and off-site improvements as depicted in **Exhibit B**. All such improvements shall be completed by no later than January 31, 2021, subject to the provisions of paragraph 8 below. Future operational commitments as set forth in the attached **Exhibit C** shall also be incorporated into the business plan for the Project and verified periodically but no less than annually as a part of the licensing renewal procedures.

3. **DEADLINE FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION.**  
Developer shall commence construction no earlier than January 31, 2020 (contingent upon receiving a building permit) and construction shall be completed no later than January 31, 2021, subject to the provisions of paragraph 8 below.
4. **UTILITY RELOCATION COSTS.** Developer shall pay the costs to relocate any utilities, public or otherwise, which would need to be relocated or removed due to construction of the Project by Developer, or under any obligation of the Developer pursuant to this Agreement. The City shall not be responsible to pay the costs to relocate or construct any utilities due to any construction by the Developer. All utilities shall be located underground. The location of any utilities must be approved by the appropriate City Department prior to installation.
5. **INSPECTION AND TESTING EXPENSES OF CITY.** Developer shall reimburse the City within thirty (30) days after the date of Developer's receipt of a detailed invoice from the City for any costs incurred by the City for inspections related to the Project. Developer shall also reimburse the City within thirty (30) days after the date of Developer's receipt of a detailed invoice from the City for all ordinary, customary expenses incurred by the City in connection with its review of the plans and specifications for the Project, issuance of licenses and permits for the Project, and other administration of the Project.
6. **DEVELOPMENT CRITERIA.**
  - a. **CODE COMPLIANCE.** Developer will construct and operate the Project in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record, or will apply for and obtain the appropriate variances required for the Project.
  - b. **PLANS AND SPECIFICATIONS.** Developer must submit any outstanding specifications for the Project in a form acceptable to the City of Jackson Department of Neighborhood and Economic Operations no less than thirty (30) days prior to the commencement of construction activities. Final plans shall also be submitted in CAD format prior to receipt of the certification of occupancy.

- c. DEVELOPMENT SIZE and INVESTMENT. The Developer will construct a two-story, two-suite, structure containing approximately 2,277 square feet and 31 on-street parking spaces as depicted on the attached **Exhibit B**, unless the parties otherwise agree in writing.
- d. SPECIFIC PROJECT CRITERIA.
- i. **“Commencement of the Project”** means that all necessary permits and approvals have been obtained, all construction contracts have been signed, all construction financing, if any, will be arranged, all site preparation completed, the full foundation is constructed, and actual physical development activity is underway. **“Completion of the Project”** means that all improvements set forth in the plans and specifications submitted by Developer to the City have been finalized, the structure on the Property is ready for use, and all amounts due pursuant to this Agreement have been fully paid. City shall in its discretion determine whether Developer has completed the development of the Property pursuant to the above-described requirements.
- ii. Developer must comply with the following:
- A. Developer must obtain a zoning compliance certificate prior to commencement of construction of the Project;
- B. Developer shall complete the Project according to the City of Jackson building design standards;
- C. Developer must obtain City approval of all building materials used and the placement of all building materials prior to any construction, repair or rehabilitation of the Property;
- D. Developer shall, at its sole cost, and upon completing the property transfer and lot combination, install all Project improvements and provide any applicable easements to complete the improvements as per the attached **Exhibit B**. The future maintenance costs for all improvements within the public right-of-way (i.e. on-street parking, decorative street lights, sidewalks, curbs, street improvements,

landscaping and landscaping irrigation system) shall be the obligation of the City;

- E. Developer shall install new water and sewer service lines (including fire suppression line, sidewalk, pavement and landscape restoration) to accommodate the Project, to the extent shown on attached **Exhibit B**;
- F. Developer shall install fire suppression and fire alarm systems per City Code requirements in the structure of the Property;
- G. Developer shall install the piping necessary for a fire sprinkler system lateral from the water main to the building to the extent shown on attached **Exhibit B**;
- H. Developer shall screen any equipment placed on the roof of the building on the Property or at grade in a manner approved by the Zoning Enforcement Officer and Chief Building Official;
- I. The Chief Building Official and the Zoning Administrator must approve all windows. Glass samples must be provided so as to determine the appropriate clear light transference; and
- J. All signage must comply with the City Code and be approved by the City's Zoning Enforcement Officer and Director of Neighborhood and Economic Operations.

7. INSPECTIONS. Developer must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

8. DEFAULT, NOTICE AND OPPORTUNITY TO CURE. A party shall be deemed to be in default of this Agreement if it fails to materially comply with any covenants, clauses, provisions or agreements herein contained. Upon an event of default, the non-defaulting party may proceed with any equitable remedies under applicable state law after written notice to the defaulting party, except if the defaulting party cures the same within thirty (30) days after written notice to it by the non-defaulting party of such default. A party shall

not be held responsible for any delay or failure in performance occasioned by labor disputes, fire, extraordinary delays in deliveries, unavoidable casualties or other causes reasonably beyond the that party's control and the party shall have a reasonable extension of the timelines set forth above.

9. TAXES, UTILITIES, AND ASSESSMENTS. Developer must pay the annual real estate and income taxes, City assessments, City utilities, and any outstanding City debts related to the Property when such become due without dispute of the amounts assessed, provided however, that Developer shall not be deemed to have waived any defense or challenge it may have under applicable law as to the amounts assessed or due. In addition, Developer must require its contractors and subcontractors to comply with the City income tax requirements regardless if said contractors are located within the City.
10. CHANGE OF OWNERSHIP. Any transfer or other change of ownership of the Property will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement accrued prior to such transfer or change of ownership, unless the City releases the Developer or its successors in interest in writing.
11. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
12. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, sexual orientation, gender identity, legal source of income, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof, unless compliance shall place the Developer in direct conflict with federal or state statutes or other law or lawful credit underwriting standards.
13. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may transfer, assign and/or convey its rights and

obligations under this Agreement (a **“Permitted Transfer”**): (i) to an affiliated or related entity or to any entity which acquires all or substantially all the assets of Developer or which merges or consolidates with Developer, and (ii) if Commencement of the Project has occurred, to any person or entity once Completion of the Project has occurred, in each case without the consent of the City. Except for a Permitted Transfer, Developer may not transfer, assign and/or convey its rights and obligations under this Agreement without the consent of the City. The City may not unreasonably withhold its consent. Whether the entity to be assigned to a related entity must be shown to the City by evidence reasonably satisfactory to the City. Upon such transfer, assignment or conveyance, the obligations of the Developer shall pass to the assignee.

14. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called **“Notices”**) required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or registered mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. A party may change its address for purposes of Notices by giving a Notice. Notices must be addressed as follows:

If to the City, to: City of Jackson  
161 West Michigan Avenue  
Jackson, Michigan 49201  
Attn: City Manager

With a copy to: City Attorney’s Office  
161 West Michigan Avenue  
Jackson, Michigan 49201  
Attn: City Attorney

If to Developer, to: New Generation Meds LLC  
1120 E. Oakland Ave.  
Lansing, Michigan 48906  
Attn: Alex Martin

With a copy to: Dave Lammers  
1150 Nelson St.  
Grass Lake, MI 49240

15. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "**the City**") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, to the extent, arising in connection with Developer's negligent or willful acts with respect to the development of the Project, or breach of this Agreement. The provisions of this Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's negligence or intentional acts. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.
16. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
18. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be either in Jackson County, Michigan or Washtenaw County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation, or limited liability company, such words are read as if written in plural,


feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

19. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
20. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
21. WAIVER. The failure of a party to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.
22. TERMINATION. The parties agree that in the event Developer is unable to secure the financing necessary to make the Project financially feasible, then after written notice of such by Developer to the City, this Agreement shall automatically terminate and be of no force and effect unless extended by the parties.
23. JURY WAIVER. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement and/or any claim of injury or damage.
24. ENTIRE AGREEMENT. The parties agree that this Agreement contains the entire terms and conditions between the City and Developer with respect to the subject matter herein

and that there are no other agreements, representations, statements, or understandings, which have been relied on by the parties.

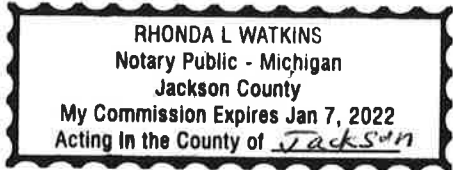
IN WITNESS WHEREOF, the parties have executed this Agreement on the 20<sup>th</sup> day of March, 2020.


**THE CITY OF JACKSON**, a Michigan municipal corporation

By:   
Jonathan Greene  
Its: Interim City Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me, this 20<sup>th</sup> day of March, 2020, by Jonathan Greene, the Interim City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.



  
Rhonda L. Watkins, Notary Public  
Jackson County, Michigan  
My commission expires Jan 7, 2022

[SIGNATURES CONTINUE ON NEXT PAGE]



EXHIBIT A – LEGAL DESCRIPTIONS

118 North Columbus Street, Jackson, Michigan

Property in the City of Jackson, County of Jackson and State of Michigan legally described as:

LOTS 2, 3 & 6 LYING N OF RR R/W BLK 26 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT

PART OF LOT 2, BLOCK 26, FORD'S EXTENSION (see attached Quitclaim Deed)

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

EXHIBIT B – SITE AND CONSTRUCTION PLANS

[January 20, 2020 (January 21, 2020 date stamped) building and site plans]

**PROJECT DIRECTORY**

**TENANT:**

**Dispensary : Name TBD**

118 N. Columbus St.  
Jackson, MI 49201  
Parcel ID: 7-047100000

Attn: Nino Cutraro  
248.733.1040

**ARCHITECT/ENGINEER:**

Mauro Engineering  
48657 Hayes Rd.  
Shelby, Twp., MI 48315

Attn: Simone Mauro P.E.  
586 247 2800  
simone@mauroeng.com

**GENERAL CONTRACTOR:**

M&N General Contracting

972 Rankin  
Troy, MI 48063

Attn: Nino Cutraro  
248.733.1040

**APPLICANT:**

New Generation Meds  
2418 Dunlap St.  
Lansing, MI 48911

**PROPERTY OWNERS:**

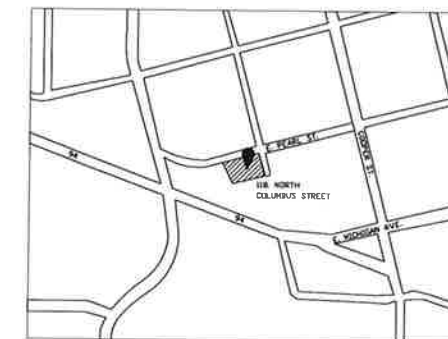
Denise and David Lammers  
Demmar LLC  
1150 Nelson St.  
Grass Lake, MI 49240

**DOCUMENT LIST ARCHITECTURAL:**

G - 1	COVER PAGE
G - 2	CODE SUMMARY/DETAILS
A - 1	FOUNDATION PLAN
A - 2	FLOOR PLAN
A - 3	ELEVATIONS
A - 4	SECTIONS
A - 5	DETAILS
S - 1	STRUCTURE PLAN
M - 1	MECHANICAL PLAN
M - 2	MECHANICAL ROOF PLAN
E - 1	REFLECTED CEILING PLAN
E - 2	PHOTOMETRICS PLAN
P - 1	PLUMBING PLAN
C - 1	TOPO SURVEY
C - 2	REMOVAL PLAN
C - 3	SITE PLAN
C - 4	GRADING PLAN
C - 5	LANDSCAPE PLAN
C - 6	PHOTOMETRIC PLAN
C - 7	STORM WATER MANAGEMENT
C - 8	DETAIL SHEET

**GENERAL NOTES**

- THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECTS OF ALL DISCREPANCIES BETWEEN CONSTRUCTION DOCUMENTS AND EXISTING CONDITIONS.
- THE GENERAL CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCATION REGULATIONS THAT MAY APPLY TO THE CONSTRUCTION OF THE PROJECT.
- ALL WORK OF THIS PROJECT SHALL COMPLY WITH ACCEPTED BUILDING PRACTICES AND ALL CODES HAVING JURISDICTION OVER THIS PROJECT.
- REFER TO LIMITS OF WORK DRAWINGS FOR OVERALL DESCRIPTION OF WORK AREAS.
- THE GENERAL CONTRACTOR SHALL LEAVE THE PROJECT SITE AND ALL SURROUNDING AREAS IN THE FINAL CLEAR CONDITION INCLUDING THE REMOVAL OF ALL DEBRIS RESULTING FROM CONSTRUCTION.
- THE CONTRACTOR SHALL AT ALL TIMES DURING THE PROGRESS OF THE WORK REMOVE ALL CONSTRUCTION DEBRIS AND MAINTAIN A DUST FREE ENVIRONMENT FOR ALL ADJACENT AREAS.
- THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES AND VERIFY THAT ALL CUTTING AND PATCHING REQUIRED FOR THE INSTALLATION OF ALL MATERIALS BY ALL TRADES IS PROPERLY EXECUTED.
- THE CONTRACTOR SHALL UTILIZE THE AREAS WITHIN THE SCOPE OF WORK FOR STORAGE OF MATERIALS AND TOOLS.
- ALL WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER ALL OTHERS. DO NOT SCALE DRAWINGS. IF THERE IS A QUESTION OR CONFLICT IN DIMENSIONS, NOTIFY THE ARCHITECT FOR CLARIFICATION.
- VERIFY FIELD CONDITIONS PRIOR TO COMMENCEMENT OF EACH PORTION OF THE WORK. THE CONTRACT DRAWINGS ARE COMPLIMENTARY AND WHAT IS REQUIRED BY ONE SHALL BE BINDING AS IF REQUIRED BY ALL. THE CONTRACTOR SHALL COORDINATE ALL PORTIONS OF THE WORK.
- DIMENSIONS ARE TO CENTERLINES, EXISTING BUILDING GRID LINES OR TO FACE OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
- ALL GYPSUM WALL BOARD CONSTRUCTION SHALL CONFORM TO RECOMMENDATIONS, PRACTICES, STANDARDS AND INSTRUCTIONS PUBLISHED BY U.S. GYPSUM COMPANY IN THE GYPSUM CONSTRUCTION HANDBOOK.
- ALL FINISHED WORK SHALL BE FREE OF DEFECTS. THE OWNER RESERVES THE RIGHT TO REJECT ANY MATERIALS AND WORKMANSHIP WHICH ARE NOT CONSIDERED TO BE AT THE HIGHEST STANDARDS OF THE VARIOUS TRADES INVOLVED.
- NO CHANGES OR SUBSTITUTIONS ARE ALLOWED UNLESS APPROVED BY THE ARCHITECT/ENGINEER.
- ANY MODIFICATION OF THESE CONSTRUCTION DOCUMENTS MUST BE APPROVED BY MAURO ENGINEERING IN WRITING.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, SAMPLES AND SUBMITTALS FOR ALL ITEMS OF WORK PRIOR TO THEIR INCLUSION IN THE PROJECT.
- IN ALL CASES OF CONFLICT, THE ARCHITECTURAL DRAWINGS GOVERN. FOR LAYOUT, ALL CONFLICTS ARE TO BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER.
- ALL MATERIALS REQUIRE A SUBMITTAL TO THE ARCHITECT/ENGINEER FOR APPROVAL.



**LOCATION MAP**

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT:	NINO CUTRARO 586-202-3842
PROJECT LOCATION:	118 N COLUMBUS ST, JACKSON
DATE:	08-26-2019
SCALE:	VARIES

**GENERAL INFORMATION DISPENSARY**

**CODE**

**SCOPE OF WORK:**

Proposed building demolition and reconstruction to include design as a dispensary and second floor (Use Group 'M' Mercantile) for future tenant space yet to be determined. The dispensary facility will receive and package items for clients to purchase. There will be a confined waiting area before entering the main space of which will consist of display cases to clients to make their selections. This facility will have a safe room and packaging room, along with security to maintain safety of the space.

**TENANT SPACE SUMMARY:**

TOTAL AREA: 4556 SQ. FT.

MBC 2015 OCCUPANT LOAD:  
4,556 S.F. / 60 S.F. GROSS = 76 PEOPLE MAX.

**USE CATEGORY**

Use: Group M

**BUILDING CODE:**

WORK TO BE COMPLETED IN ACCORDANCE TO:  
MBC - Michigan Building Code 2015  
MPC - Michigan Plumbing Code 2015  
MMC - Michigan Mechanical Code 2015  
NEC - National Electric Code 2017

OCCUPANCY CLASSIFICATION: MERCANTILE

CONSTRUCTION TYPE: 2B (BUILDING IS NOT FULLY SPRINKLED)

FIRST FL. TOTAL: 76 OCCUPANTS

**FIRE RESISTANCE RATINGS OF STRUCTURAL ELEMENTS**

EXTERIOR WALLS	0 HOUR
FIRE ENCLOSURE OF EXITS	0 HOUR
INTERIOR LOAD BEARING WALLS & COLUMNNS	0 HOUR
ROOF CONSTRUCTION	0 HOUR
FLOOR CONSTRUCTION	0 HOUR
SEPARATION OF USE	0 HOUR

FIRE RESISTANCE RATINGS OF STRUCTURAL ELEMENTS  
1603.1.1 FLOOR LIVE LOAD USE SECTION 1607.1 PAGE 342  
LIVE LOAD = 100 P. S.F.

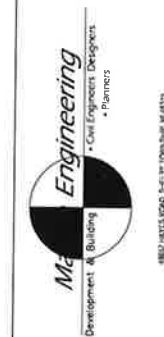
PLANS NOT FIRE SUPPRESSED

**ABBREVIATIONS**

@	AFF	AT	GC	P LAM	W/		
	ATTEN	ABOVE FINISH FLOOR	GL	PLYWD	WC		
		ATTENUATING	GWB	PT	WD		
				PR			
BLDG	BUILDING	HC	HOLLOW CORE	PT	X-REF	CROSS REFERENCE	
		HDWR	HARDWARE				
CH	CEILING HEIGHT	HM	HOLLOW METAL	QT	QUARRY TILE		
CL	CENTERLINE	HOR	HORIZONTAL				
CLR	CLEAR	HT	HEIGHT	R	RISER		
COL	COLUMN	HVAC	HEATING, VENT, A/C	RAD	RADIUS		
CONC	CONCRETE	HWH	HOT WATER HEATER	REQ	REQUIRED		
CONT	CONTINUOUS	INSUL	INSULATION	REF	REFERENCE		
CPT	CARPET	INT	INTERIOR	REV	REVISION(S)		
CT	CERAMIC TILE	L	LENGTH	RH	RIGHT HAND(ED)		
		LAV	LAVATORY	RO	ROUGH OPENING		
DIM	DIMENSION	LH	LEFT HAND(ED)	RTU	ROOF TOP UNIT		
DWG(S)	DRAWINGS			SA	SOUND ATTENTION BATTS		
EA	EACH			SD	SMOKE DETECTORS		
EIFS	EXT. INSUL. FINISH SYSTEM	MAX	MAXIMUM	SIM	SIMILAR		
ELEC	ELECTRICAL	MECH	MECHANICAL	SPEC	SPECIFICATION		
ELEV	ELEVATION	MFR	MANUFACTURER	SQ FT	SQUARE FEET		
EQ	EQUAL	MD	MEDIUM DENSITY	SS	STAINLESS STEEL		
EWC	ELECTRICAL WATER COOLER	MIN	MINIMUM	STL	STAINLESS STEEL		
EXT	EXTERIOR	MO	MASONRY OPENING	STN	STAIN		
		MTL	METAL	SV	SHEET VINYL		
FC	FIRE CODE / FIRE CORE			T	TREAD		
FD	FLOOR DRAIN	NIC	NOT IN CONTRACT	THK	THICKNESS		
FEC	FIRE EXTINGUISHER CABINET	NL	NIGHT LIGHT	TP	TOILET PAPER DISPENSER		
FF	FINISHED FLOOR	NOM	NOMINAL	TYP	TYPICAL		
FFE	FINISHED FLOOR ELEVATION	NTS	NOT TO SCALE				
FIN	FINISH			UNO	UNLESS NOTED OTHERWISE		
FFL	FLOURESCENT LIGHTING	OC	ON CENTER	VCT	VINYL COMPOSITION TILE		
FOF	FACE OF FINISH	OD	OUTSIDE DIAMETER	VIF	VERIFY IN FIELD		
FOC	FACE OF CONCRETE	OH	OPPOSITE HANDED	VTR	VENT THROUGH ROOF		
FOS	FACE OF STUD						
FRT	FIRE RETARDANT TREATED						

**GRAPHIC & MATERIAL SYMBOLS**

	ELEVATION REFERENCE		EXISTING CONSTRUCTION
	BUILDING CROSS SECTION		2 X 4 METAL STUD @ 16" O.C.
	DOOR NUMBER		1/2" GYPSUM
	ROOM NUMBER		1 X 4 @ 16" O.C. W/ 1/2" GYPSUM
	WINDOW NUMBER		BLOCKING
	ELEVATION DESIGNATION		CONCRETE
	SECTION REFERENCE		BATT INSULATION
	NEW DOOR TO BE INSTALLED		WOOD
	EXISTING DOOR TO REMAIN		DRYWALL
	PARTITION TYPE		TILE
			STEEL



Drawn By:	M M
Checked By:	S M
Approved By:	S M

Revisions:	Date:	By:
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30992  
GIOVANNI B. MAURO, P.E. - No. 58276

Job No 19087

Sheet No G1 OF G2

**CODE SUMMARY :**  
 MICHIGAN BUILDING CODE 2015  
 MICHIGAN PLUMBING CODE 2015  
 MICHIGAN MECHANICAL CODE 2015  
 NATIONAL ELECTRIC CODE 2017

**BUILDING GENERAL:**  
 118 N. COLUMBUS ST.,  
 JACKSON, MI  
 CONSTRUCTION TYPE: 2B

**E UTILIZING LOW SLOPE ROOF WITH 3' PARAPET**

**MBC CHAPTER 3: SPACE AND USE/OCCUPANCY**  
 MERCANTILE GROUP M

**MBC CHAPTER 5: GENERAL BUILDING HEIGHTS AND AREAS**

BUILDING AREA ALLOWABLE : 12,500 S.F.  
 BUILDING AREA PROVIDED : 4,980 S.F.

**MBC CHAPTER 6: TYPES OF CONSTRUCTION**

BUILDING ELEMENT: REQUIRED:  
 STRUCTURAL FRAME 0 HR  
 LOAD BEARING EXT. WALL 0 HR  
 NON-LOADBEARING 0 HR

FLOOR CONSTRUCTION &  
 SECONDARY MEMBERS 0 HR

**MBC CHAPTER 10 : MEANS OF EGRESS**

TABLE 1004.1.2:  
 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT  
 "MERCANTILE" = 60 S.F. GROSS AREA PER PERSON  
 4,566 S.F./60 S.F. = 76 PEOPLE

TABLE 1006.3.1:  
 MINIMUM NUMBER OF EXITS OR ACCESS TO EXITS PER STORY  
 OCCUPANT LOAD 1-500 = 2 EXITS (ACCESS TO EXITS FROM STORY

TABLE 1017.2:  
 EXIT TRAVEL DISTANCE  
 OCCUPANCY M W/O SPRINKLER SYSTEM = 250 FEET

**LIFE SAFETY CHAPTER 13: FIRE AND SMOKE PROTECTION**  
 ALLOWABLE AREA OF OPENINGS  
 SEPARATION DISTANCE > 20' = UNLIMITED OPENINGS

**MPC 2015 : CHAPTER 4 FIXTURES, FAUCETS AND FIXTURE FITTINGS**

**FIXTURE CALCULATIONS PER TABLE 403.1**

MINIMUM NUMBER WATER CLOSETS:

Group M: 1 per 500  
 OCCUPANT LOAD IS 76:  
 1 WATER CLOSETS REQUIRED  
 3 WATER CLOSETS PROVIDED

MINIMUM NUMBER OF LAVATORIES:

Group M: 1 per 750  
 OCCUPANT LOAD IS 76:  
 1 LAVATORIES REQUIRED  
 3 LAVATORIES PROVIDED

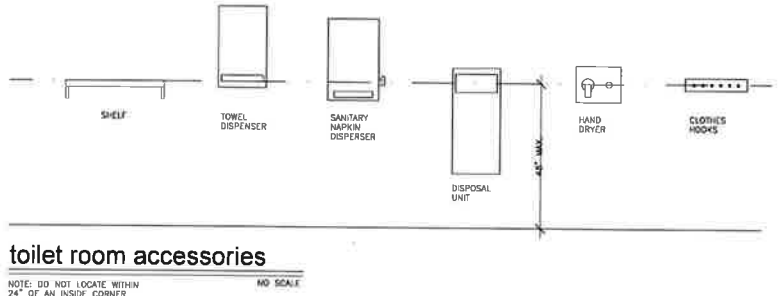
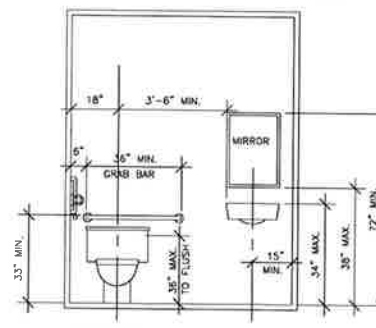
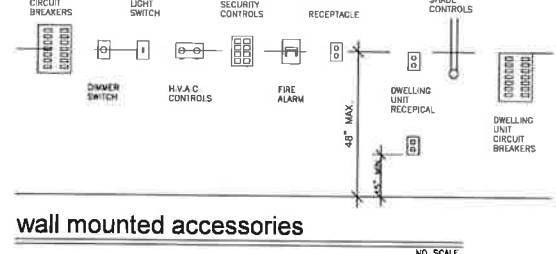
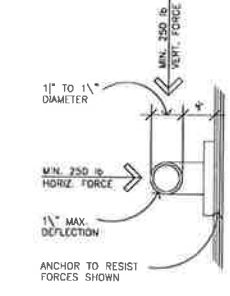
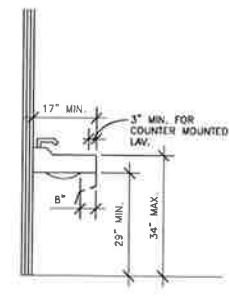
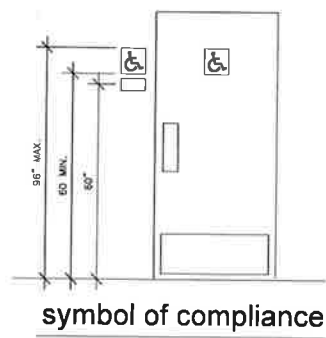
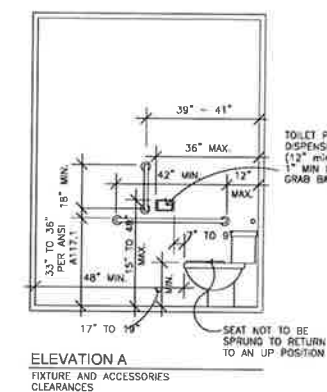
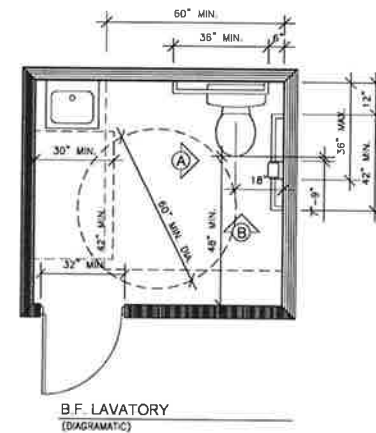
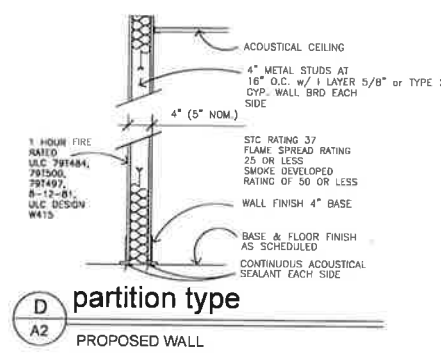
SCORING FACTORS		Totals	
<b>Building Factors</b>			
1. Permitted use - residential use, 5 points for each 10% above the 40% use to 10 points.			5
2. Permitted use - commercial use, located below the roof deck of first floor, 5 points for each 10% above the 40% use to 10 points.			15
3. Permitted use - commercial use, located above the roof deck of first floor, 5 points for each 10% above the 40% use to 10 points.			2
4. Multi-Tenant Buildings - weather hazardous, 1 point for each 1 additional unit when located in a multi-tenant building (up to 5 points).			1
<b>Security/Fire</b>			
1. 2 points for installing a fire alarm system which offers the City Police Department 24 hour access.			2
2. 1 point for installing a fire alarm system which offers the City Police Department 24 hour access.			1
<b>Construction Type</b>			
1. 3 points if the structure utilizes a construction type 2 (MPC 2015) construction.			3
2. 1 point if utilizing a low slope roof with no parapet & 3 foot continuous parapet.			1
3. 1 point if providing a fire escape, stairs and/or egress equipment.			1
<b>Energy Efficiency</b>			
1. 1 point for each level of LEED certification.			1
2. 1 point for each 1% reduction in energy use per square foot of gross floor area (GFA) as follows: • For 2% or less reduction • For 3% or more reduction • For 4% or more reduction • For 5% or more reduction			1
<b>Site Factors</b>			
1. 1 point for each 1% canopy or green roof area exceeding the minimum requirements.			3
2. 1 point for each 5% increase in the minimum requirements.			3
3. 1 point for each 1% increase in the minimum requirements.			3
<b>Off-Site Improvements - off-site improvements are located outside of the property and adjacent to the existing street right-of-way</b>			
1. 1 point for each 1% of the following as verified by www.Locust.com or comparable website: • 70 walk score points • 70 bike score points			3
2. 1 point for each 2 City specified tree plants (up to 20 trees)			2

- A PROPOSED DESIGN INTENTIONS:
- B FIRST FLOOR 12'-0" CLEAR CEILING HEIGHT  
SECOND FLOOR 10'-0" CLEAR CEILING HEIGHT
- D SECURITY PLAN:  
DESIGN TO INCLUDE 360 DEGREE HIGH DEFINITION EXTERIOR SURVEILLANCE TO OFFER CITY POLICE DEPARTMENT 24 HOUR ACCESS.
- E DESIGN TO INCLUDE A NEW SECOND STORY WITH CLEAR SPANS DESIGNED BY ENGINEER AS LAYOUT IS PRODUCED.
- F-2 PER SITE PLAN- DESIGN WILL PROVIDE 2 VEHICLE CHARGING STATIONS AND 900 WATT SOLAR PANEL
- F-3 PLANS TO BE DESIGNED TO EXCEED IEC/ASHRAE STANDARDS
- F-4 ON SITE ENERGY PLAN:  
PROPOSAL TO INCLUDE DESIGN TO OFFSET ON SITE ENERGY USAGE BY 40%

THE CURRENT DESIGN IS A ONE STORY BUILDING THAT WILL BE PROPOSED AS A TWO STORY STRUCTURE.

500 SQUARE FEET WILL BE ADDED TO THE WEST OF THE FIRST FLOOR AND THEN A FULL SECOND FLOOR WILL BE ADDED TO THE STRUCTURE.

A STAIRWAY AND ELEVATOR LIFT WILL BE INCORPORATED TO THE DESIGN FOR TRANSITION BETWEEN FLOORS.



Water Quality/Storm Water Management	Other Factors (future commitments to be verified annually before license renewal)	Employees (point)
1 point for each 10% for the use of a stormwater detention basin (see Stormwater Management Manual).	1 point for each 10% for the use of a stormwater detention basin (see Stormwater Management Manual).	1 point for providing health care to all employees, 2 points for providing employee health care insurance with no more than \$5,000 out of pocket employee costs, 3 points for providing employee health care with no more than \$500 out of pocket employee costs, 4 points for providing employee health care with no out of pocket employee costs, or less 10 points for not providing employee health care.

Contractors	Total Capital Investment (includes the property purchase price)	Financing
1 point for providing a 30 matching difference compensation plan (see MCL 401a, etc.) 2 points for providing a 40% match, 3 points for providing a 50% match, 4 points for providing a 60% match, or less 10 points if not provided at all (total include interest-free vesting for employee and employer contributions).	1 point for the use of County based contractors, 2 points for the use of City based contractors, 3 points for the contractor agency a person-owned staffed location in the City, and 4 points for contracting the firm into the City.	1 point for providing 5% down payment, 2 points for paying 5-10% above down payment, 3 points for paying 10-15% above down payment, and 4 points for paying 15% above down payment.

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO  
 586-202-3942  
 PROJECT LOCATION: 118 N. COLUMBUS ST. JACKSON  
 DATE: 08-26-2019  
 SCALE: VARIES

CODE SUMMARY/DETAILS  
 DISPENSARY



Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE S. MAURO, P.E. - No. 30592  
 GIOVANNI B. MAURO, P.E. - No. 58276

Job No. 19087

Sheet No. G2 of G2

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CLIENT: NINO CUTRARO  
586-202-3942  
PROJECT LOCATION: 118 N COLUMBUS ST. JACKSON  
DATE: 08-26-2019  
SCALE: VARIES

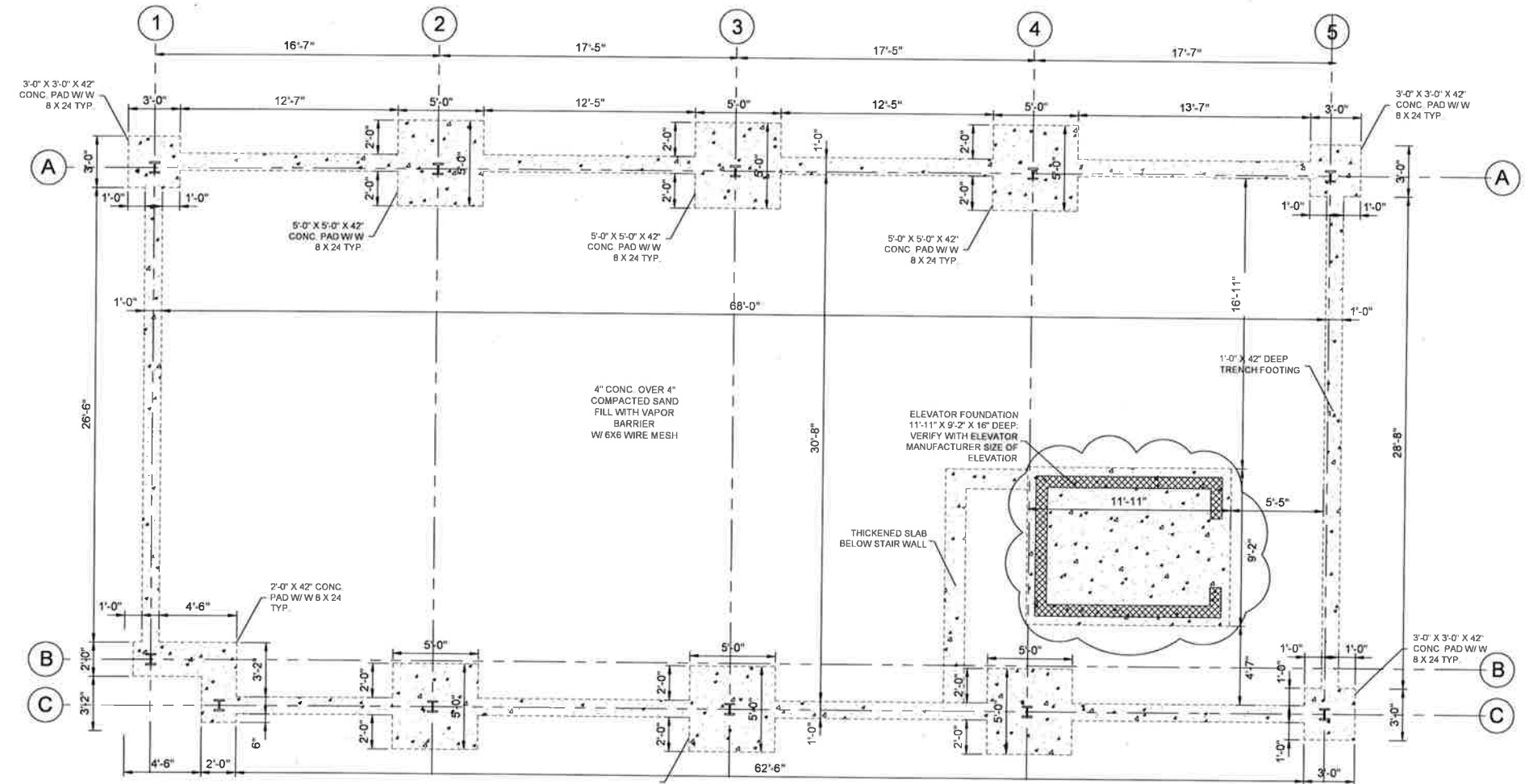
FLOOR PLANS  
DISPENSARY



3 WORKING DAYS BEFORE YOU DIG CALL MISSISSIPPI 811 FOR THE LOCATION OF UTILITIES LOCATED

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.

SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 58276  
Job No. 19087  
Sheet No. A1 of A5



PROPOSED FOUNDATION PLAN  
SCALE 1/4" = 1'-0"

- CONCRETE SPECIFICATIONS:**
- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 301-84, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" EXCEPT AS MODIFIED BY SUPPLEMENTAL REQUIREMENTS.
  - ALL CONCRETE SHALL HAVE A MINIMUM OF 3000 PSI 28 DAY COMPRESSIVE STRENGTH (57 LBS OF CEMENT PER CUBIC YARD MINIMUM (5.5 SACKS) & A WATER/CEMENT RATIO NOT TO EXCEED 6 GALLONS PER SACK)
  - THE USE OF ADDITIVES SUCH AS FLY ASH OR CALCIUM CHLORIDE IS NOT ALLOWED WITHOUT PRIOR REVIEW FROM THE ENGINEER.
  - THE CONCRETE CONTRACTOR SHALL SUBMIT THE DESIGN MIX OF EACH TYPE FOR REVIEW BY THE ENGINEER AND ARCHITECT PRIOR TO PLACEMENT.
- REINFORCING STEEL SPECIFICATIONS:**
- ALL REINFORCING BARS, DOWELS, AND TIES SHALL CONFORM WITH ASTM-615 GRADE 60 REQUIREMENTS AND SHALL BE FREE OF RUST, DIRT AND MUD.
  - ALL WELDED WIRE FABRIC SHALL CONFORM WITH ASTM A618S AND BE POSITIONED AT THE MID HEIGHT OF SLABS UNLESS OTHERWISE NOTED.
  - ALL REINFORCING SHALL BE PLACED AND SECURELY TIED IN PLACE SUFFICIENTLY AHEAD OF PLACING OF CONCRETE TO ALLOW INSPECTION AND CORRECTION, IF NECESSARY, WITHOUT DELAYING THE CONCRETE PLACEMENT.
  - EXTEND ALL REINFORCING BARS A MINIMUM OF 36" AROUND ALL CORNERS AND LAP BARS AT ALL SPLICES A MINIMUM OF 30", UNLESS NOTED OTHERWISE.
  - WELDING OF REINFORCING STEEL IS NOT ALLOWED.
- CONCRETE NOTES:**
- STRUCTURAL CONCRETE HAS BEEN DESIGNED BY THE ULTIMATE STRENGTH METHOD PER ACI 318 CODE.
  - CONCRETE SHALL BE MANUFACTURED AND PLACED PER ACI 318 "BUILDING CODE: AND ACI "MANUAL OF STANDARD PRACTICE".
  - ALL REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI.
  - 28 DAY COMPRESSIVE STRENGTHS OF CONCRETE SHALL BE AS FOLLOWS:  
a. SLABS ON METAL FORMS 3000 PSI  
b. SLABS ON GRADE 4000 PSI  
c. FOOTINGS, FOUNDATION WALLS 3000 PSI
  - WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT SHALL CONFORM TO SPECIFICATIONS FOR WELDED STEEL FABRIC FOR CONCRETE REINFORCEMENT, A.S.T.M. A-185-79 WELDED WIRE FABRIC SHALL BE DELIVERED IN FLAT SHEETS
  - REINFORCEMENT SHALL BE HELD IN POSITION BY CHAIRS OR OTHER DEVICES WHICH WILL ENSURE THE ACCURATE POSITION AND SPACING OF THE BARS BOTH HORIZONTALLY AND VERTICALLY AND ARE SUFFICIENTLY RIGID TO AVOID DISPLACEMENT OF BARS IN PLACING AND VIBRATING OF CONCRETE.
  - WATER USED IN MIXING CONCRETE SHALL BE CLEAN AND FREE FROM INJURIOUS MATERIALS SUCH AS OIL, ACID, SALT, ALKALI AND ORGANIC MATTER
  - OUT OF LEVEL TOLERANCE FOR TOP OF CONCRETE PIERS AND WALLS IS +/- 1/4" IN 20' OVERALL.
  - DISTANCE TOLERANCE BETWEEN CENTER OF COLUMN ANCHOR BOLT CLUSTERS IS +/- IN 20'-0" OVERALL.

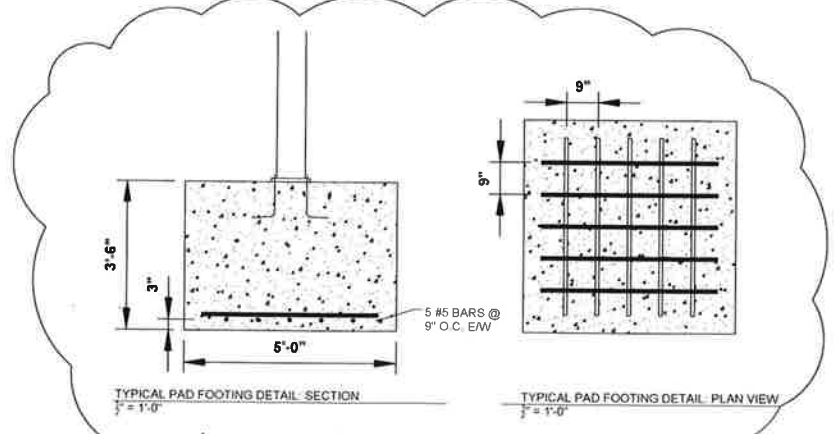
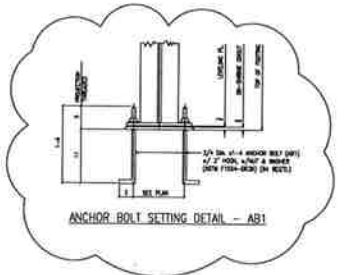
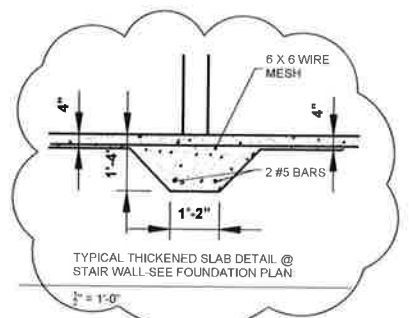
**SOIL BEARING REQUIREMENTS:**

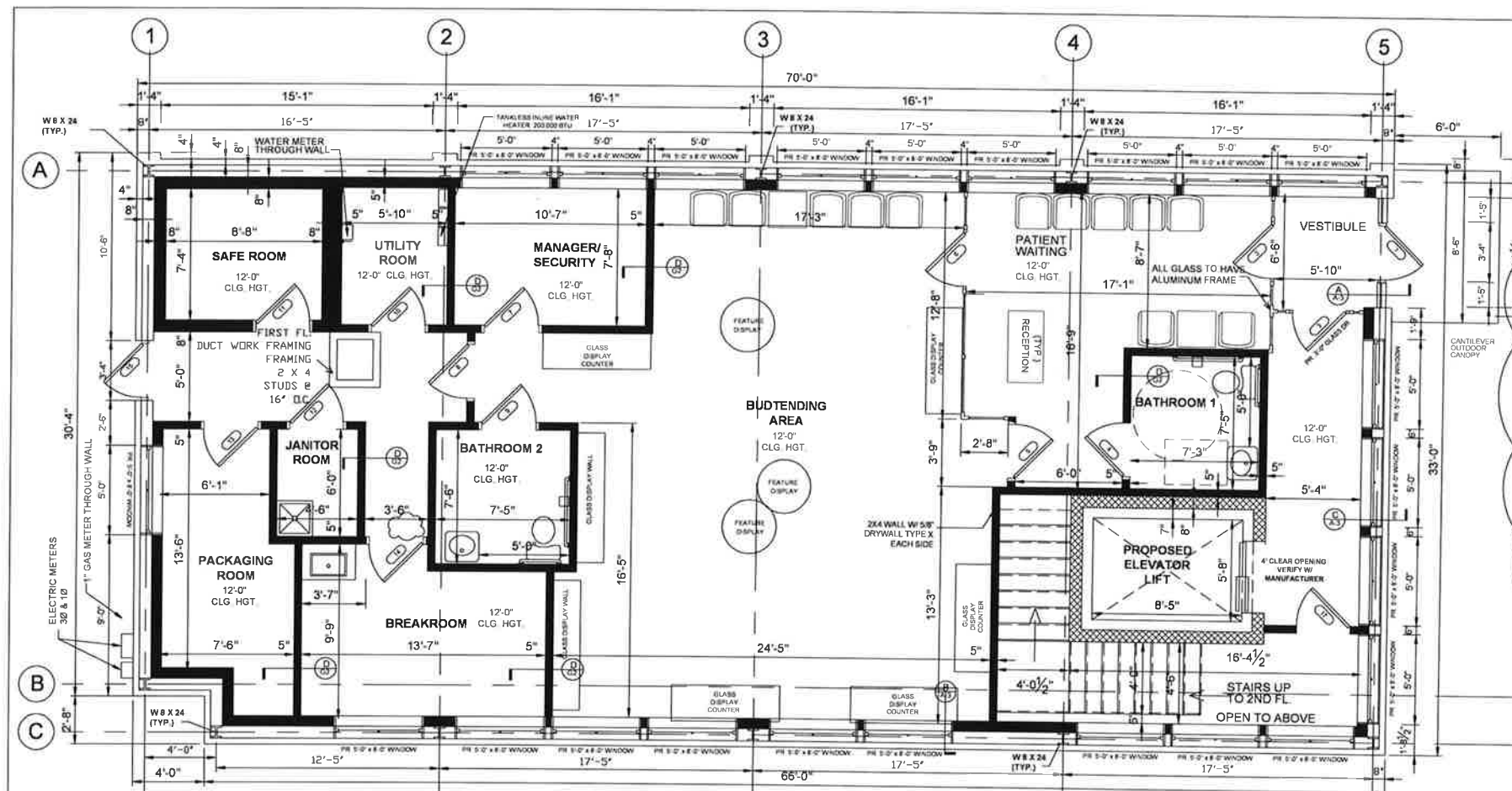
- ALL TOP SOIL, ORGANIC AND VEGETATIVE MATERIAL SHOULD BE REMOVED PRIOR TO CONSTRUCTION ANY REQUIRED FILL SHALL BE CLEAN, GRANULAR MATERIAL COMPACTED TO AT LEAST 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557
- FOUNDATIONS BEARING ON EXISTING SOILS ARE DESIGNED FOR A MINIMUM ALLOWABLE SOIL BEARING CAPACITY OF 3000 PSF, UNLESS NOTED OTHERWISE. THE ALLOWABLE SOIL BEARING CAPACITY MUST BE VERIFIED BY A REGISTERED SOILS ENGINEER PRIOR TO THE START OF CONSTRUCTION AND IS THE RESPONSIBILITY OF THE OWNER OF CONTRACTOR
- NOTIFY THE BUILDING DESIGN ENGINEER/ARCHITECT IF THE ALLOWABLE SOIL BEARING CAPACITY IS LESS THAN 3000 PSF SO THAT THE FOUNDATIONS CAN BE REDESIGNED FOR THE NEW ALLOWABLE BEARING CAPACITY.

PAD FOOTING SCHEDULE

MARK	SIZE
A-1	3'-0" X 3'-0" X 42"
A-2	5'-0" X 5'-0" X 42"
A-3	5'-0" X 5'-0" X 42"
A-4	5'-0" X 5'-0" X 42"
A-5	3'-0" X 3'-0" X 42"
C-2	5'-0" X 5'-0" X 42"
C-3	5'-0" X 5'-0" X 42"
C-4	5'-0" X 5'-0" X 42"
C-5	3'-0" X 3'-0" X 42"

3000 PSF SOIL BEARING CAPACITY LISTED PER PLAN. 3RD PARTY ENGINEERING REQUIRED TO VERIFY NOTED BEARING CAPACITY. IF CAPACITY CANNOT BE MET, REVISED FOUNDATION DETAILS WILL BE REQUIRED BY DESIGN PROFESSIONAL.





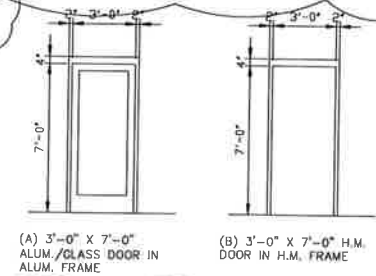
**WALL LEGEND**

	PROPOSED
	PROPOSED FULL GLASS WALL

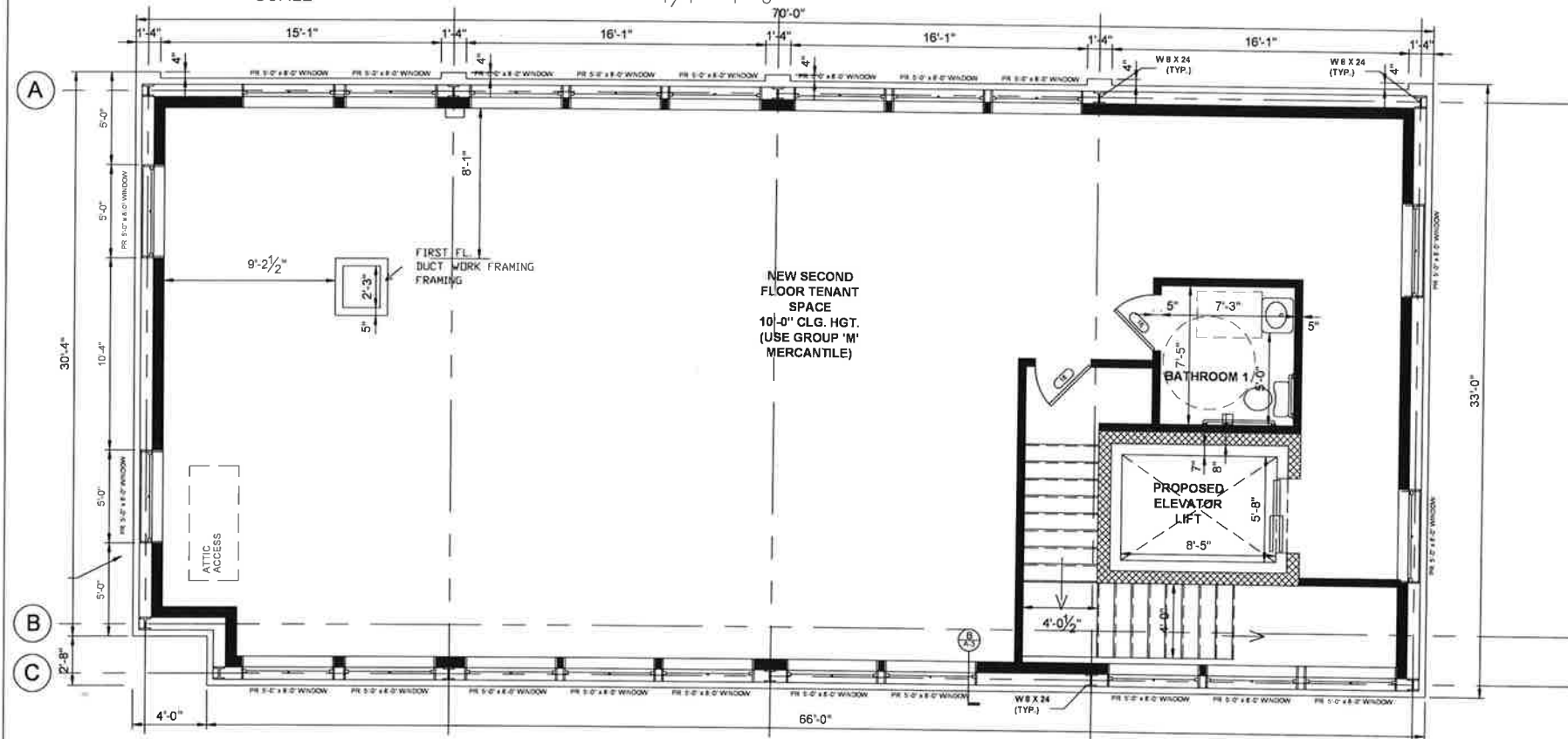
**DOOR SCHEDULE**

MARK	TYPE	LOCATION	SIZE	DOOR		FRAME		NOTES
				MATERIAL	FINISH	MATERIAL	FINISH	
1	A	ENTRANCE	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE
2	A	VESTIBULE	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	
3	A	VESTIBULE	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	
4	B	BATHROOM	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
5	A	MAIN RM EXIT	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	
6	A	MAIN RM ENT	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	
7	B	SECURITY	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
8	A	BACKROOM	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE
9	B	BATHROOM	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
10	B	UTILITY RM.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
11	B	SAFE RM.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
12	B	JANITOR CLO.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
13	B	PACKAGING	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
14	B	BREAK RM.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
15	A	REAR EXIT	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE
16	B	2ND FL BATH.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
17	A	STAIR	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE
18	A	STAIR	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE

NOTE: DOOR 17 TO BE 45 MINUTE FIRE RATED DOOR  
DOOR 18 TO BE 1 HOUR FIRE RATED DOOR



**PROPOSED FIRST FLOOR PLAN**  
SCALE 1/4" = 1'-0"



**INTERIOR FINISH SCHEDULE**

ROOM	FLOOR	WALLS	CEILING	NOTES
VESTIBULE	POLISHED CONC.	PAINT	DROP CEILING	
PATIENT WAITING	POLISHED CONC.	PAINT	DROP CEILING	
BUDTENDING	POLISHED CONC.	PAINT	DROP CEILING	
BATHROOM 1	POLISHED CONC.	PAINT	DROP CEILING	
BATHROOM 2	POLISHED CONC.	PAINT	DROP CEILING	
SECURITY	POLISHED CONC.	PAINT	DROP CEILING	
UTILITY RM.	POLISHED CONC.	PAINT	DROP CEILING	
SAFE RM.	SLAB REINF.	CONCRETE	CONCRETE SLAB	ALL #5 REBAR E/W
JANITOR CLO.	POLISHED CONC.	PAINT	DROP CEILING	
PACKAGING RM.	POLISHED CONC.	PAINT	DROP CEILING	
BREAK RM.	POLISHED CONC.	PAINT	DROP CEILING	
2ND FL.	POLISHED CONC.	PAINT	DROP CEILING	

**PROPOSED SECOND FLOOR PLAN - TBD**  
SCALE 1/4" = 1'-0"

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FLOOR PLANS  
DISPENSARY



3 WORKING SETS BEFORE YOU DIG CALL MISS DDG 1-800-888-1111 YOU MAY BE IN VIOLATION OF FEDERAL LAWS

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Checked By:	S.M.
Approved By:	S.M.

Revisions:	Date:	By:
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per Now Layout	2020-01-08	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.

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PROJECT LOCATION: 118 N COLUMBUS ST, JACKSON  
DATE: 08-26-2019  
SCALE: VARIES

ELEVATIONS  
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Checked By: S.M.  
Approved By: S.M.

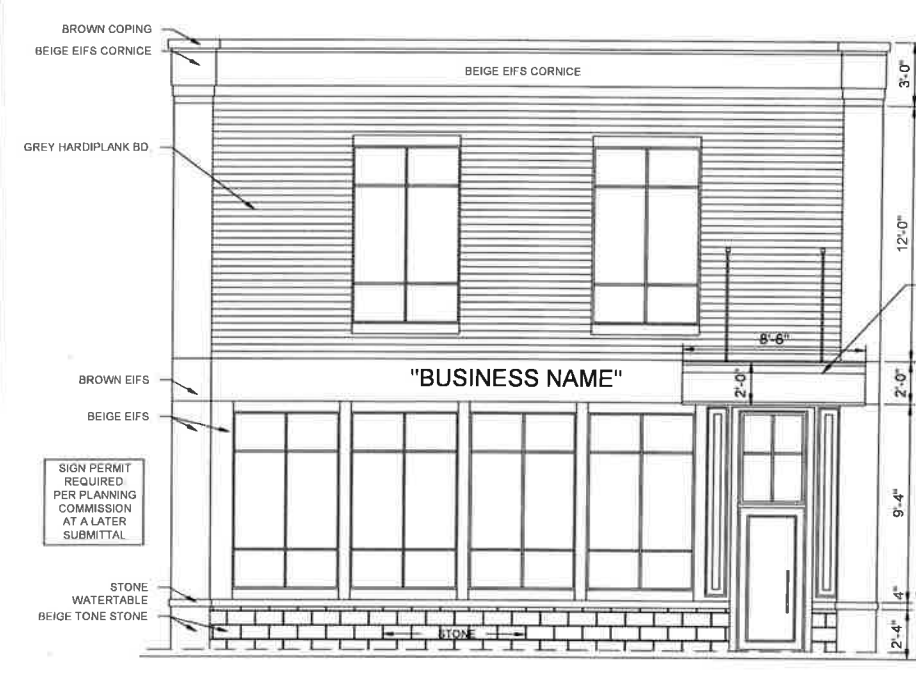
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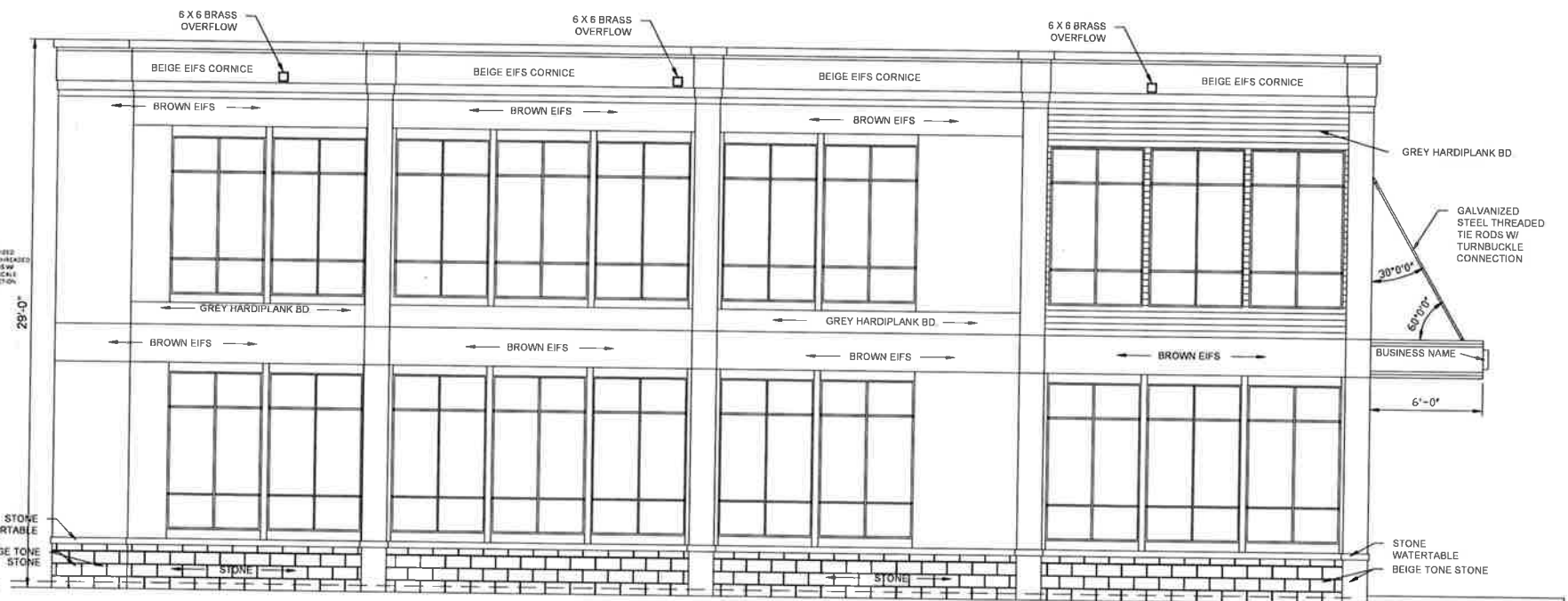
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GIOVANNI B. MAURO, P.E. - No. 58275

Job No: 19087

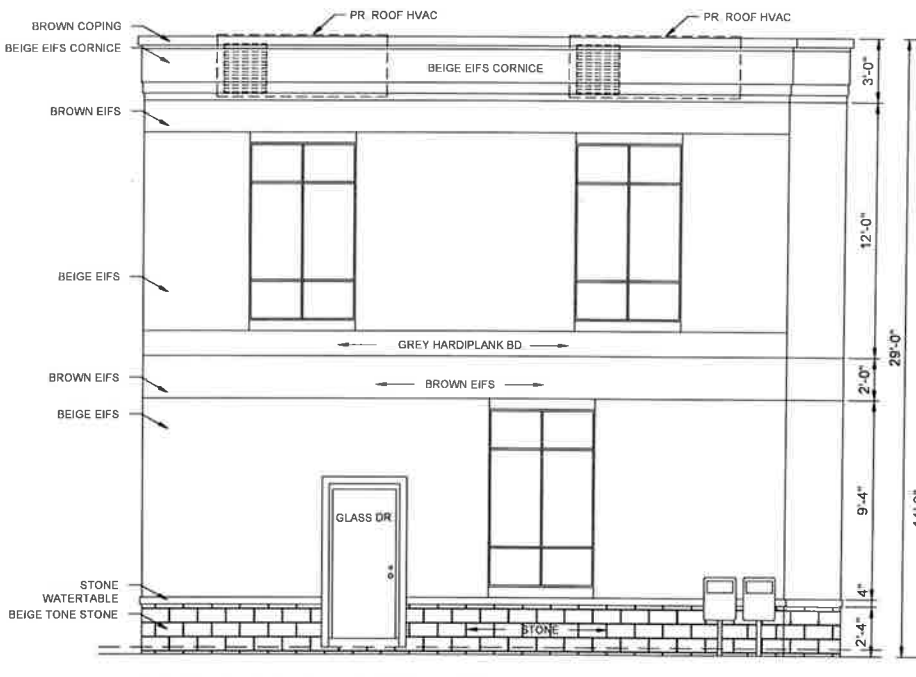
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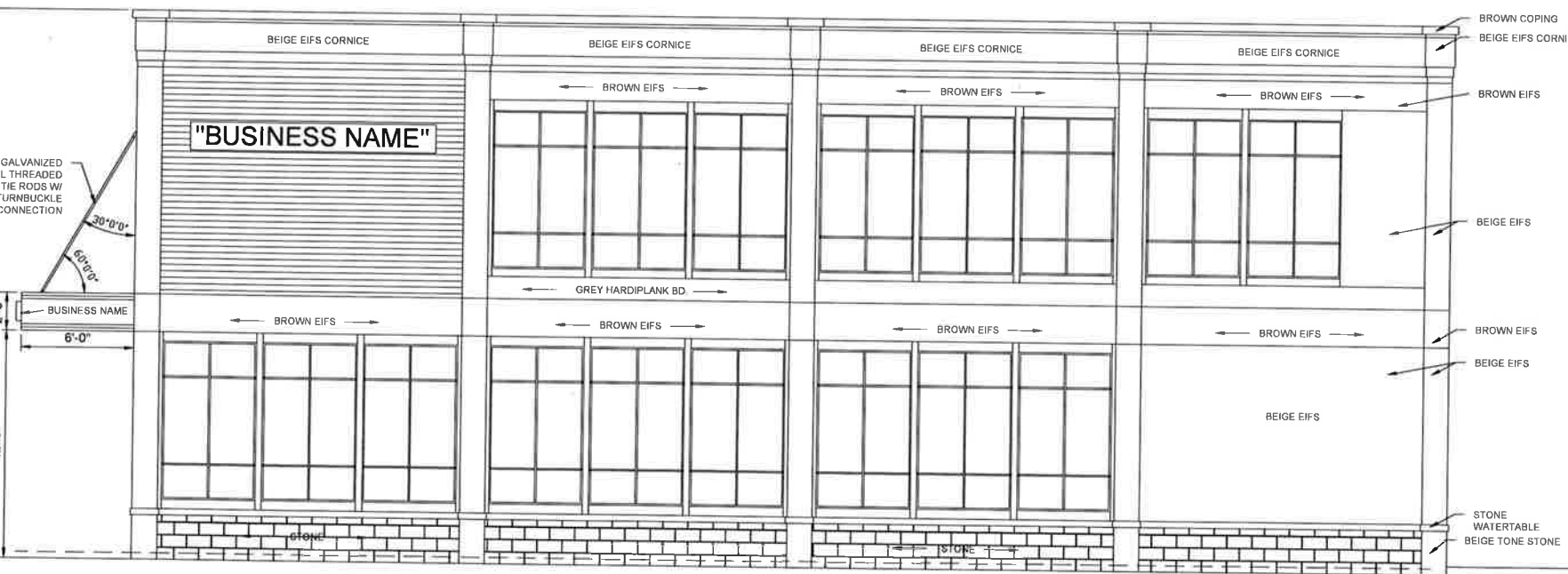
EAST ELEVATION  
SCALE 1/4" = 1'-0"



SOUTH ELEVATION  
SCALE 1/4" = 1'-0"



WEST ELEVATION  
SCALE 1/4" = 1'-0"



NORTH ELEVATION  
SCALE 1/4" = 1'-0"

FENESTRATION CALCULATION PER AREA BELOW ROOF DECK OF FIRST FLOOR NORTH: 840 S.F. X 40% = 336 S.F. OF FENESTRATION REQUIRED = 400 S.F. OF FENESTRATION PROVIDED	FENESTRATION CALCULATION PER AREA BELOW ROOF DECK OF FIRST FLOOR EAST: 390 S.F. X 40% = 156 S.F. OF FENESTRATION REQUIRED = 211 S.F. OF FENESTRATION PROVIDED
FENESTRATION CALCULATION PER AREA BELOW ROOF DECK OF FIRST FLOOR SOUTH: 840 S.F. X 40% = 336 S.F. OF FENESTRATION REQUIRED = 380 S.F. OF FENESTRATION PROVIDED	FENESTRATION CALCULATION PER AREA BELOW ROOF DECK OF FIRST FLOOR WEST (REAR): 390 S.F. X 40% = 156 S.F. OF FENESTRATION REQUIRED = 81 S.F. OF FENESTRATION PROVIDED

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PROJ: 19087 CONSTRUCTION AS-BUILT  
Drawn By: M.M.  
Checked By: S.M.  
Approved By: S.M.

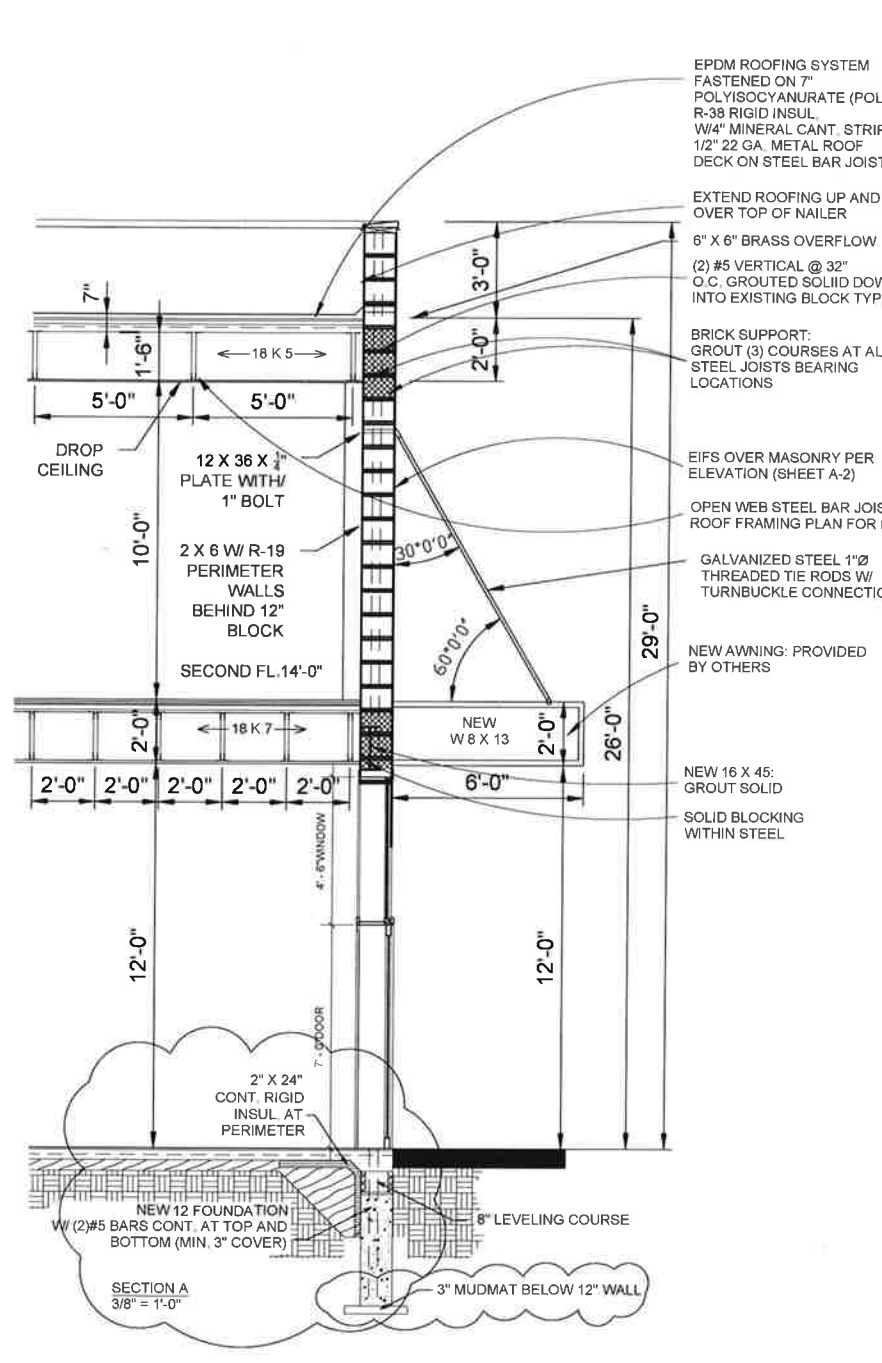
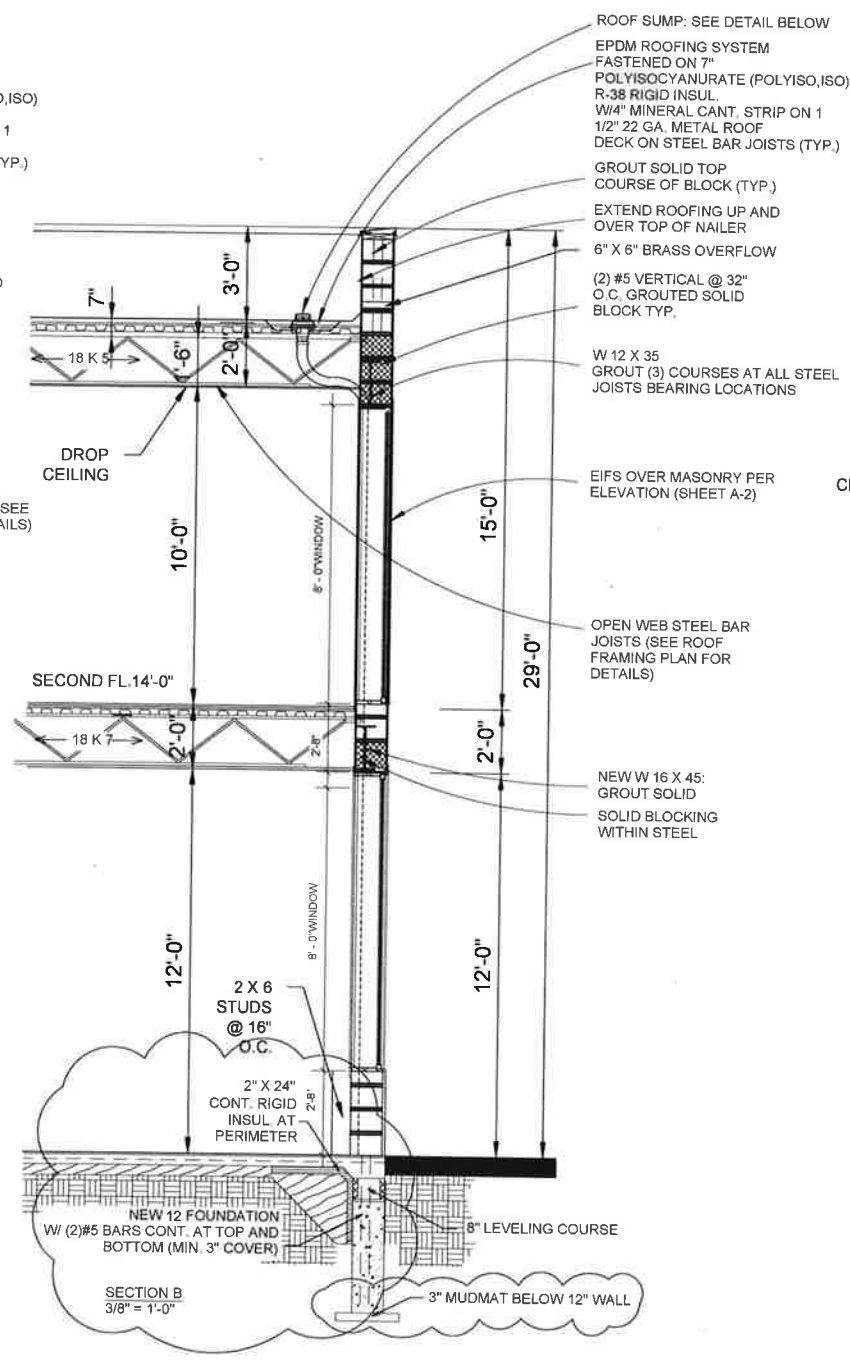
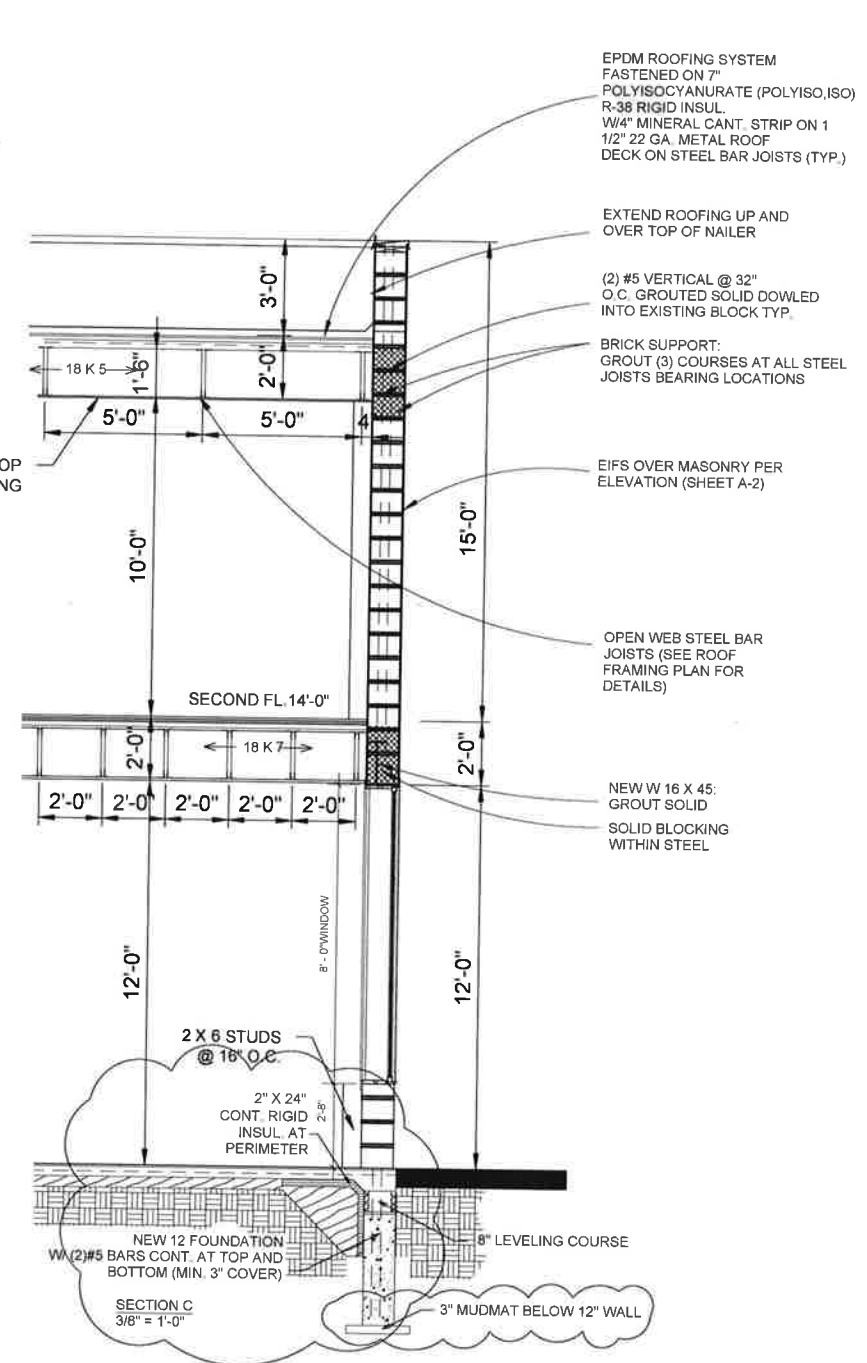
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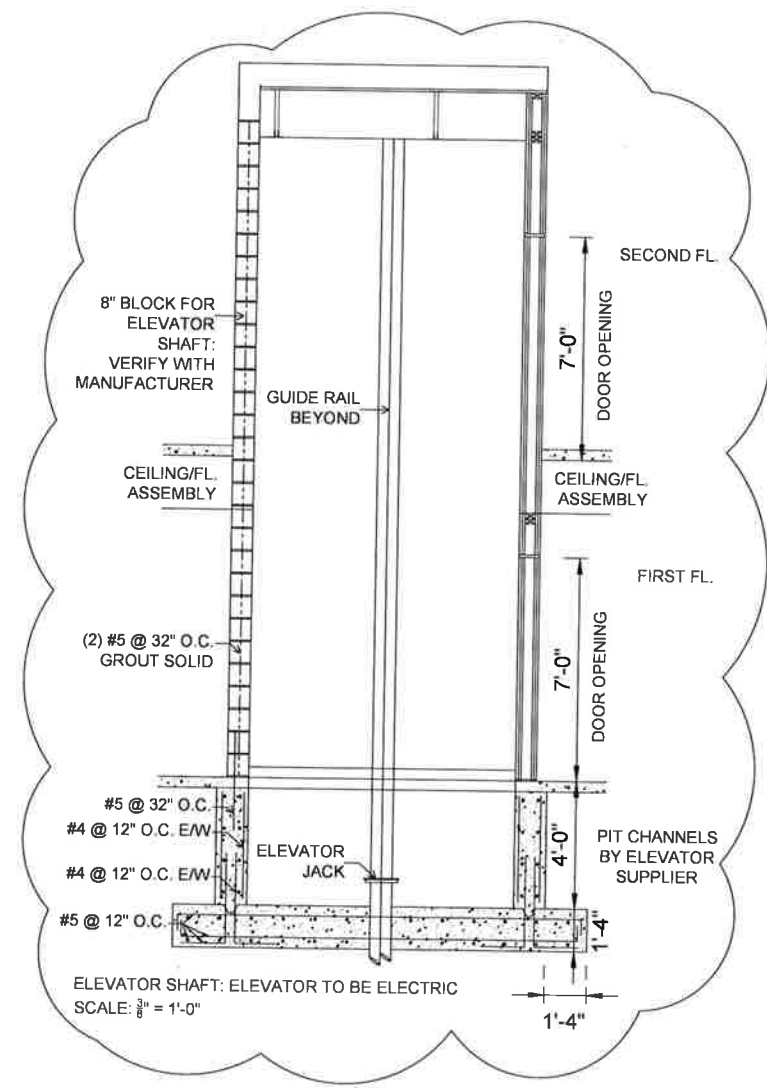
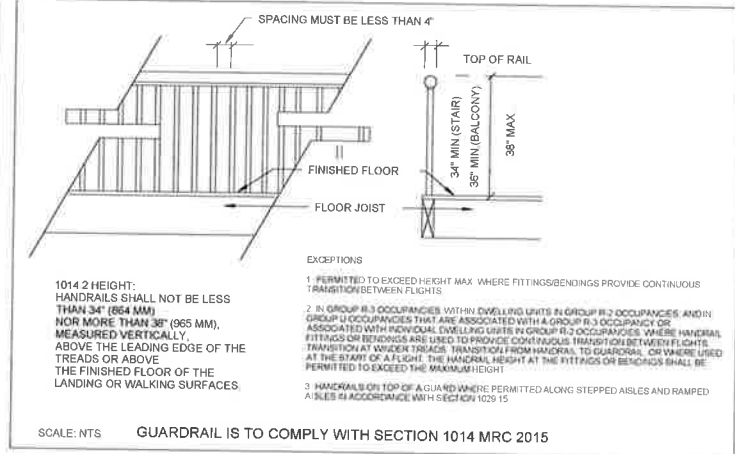
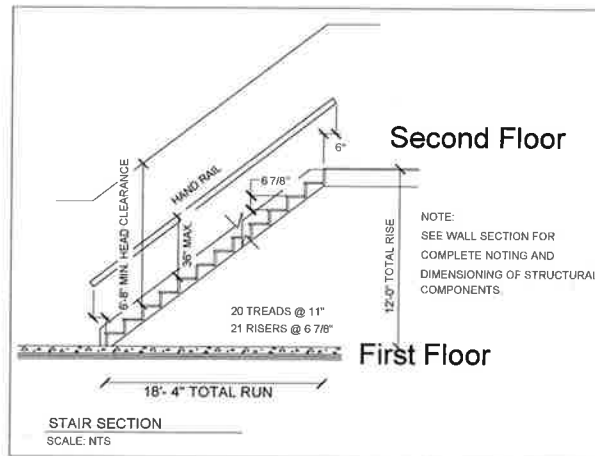


SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 58276  
Job No.

19087

Sheet No. A4 OF A5





**STAIRWAYS**

**1011.1 GENERAL**  
STAIRWAYS SERVING OCCUPIED PORTIONS OF A BUILDING SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 1011.2 THROUGH 1011.13. ALTERNATING TREAD DEVICES SHALL COMPLY WITH SECTION 10.14.

**1011.2 WIDTH AND CAPACITY**  
THE REQUIRED CAPACITY OF STAIRWAYS SHALL BE DETERMINED AS SPECIFIED IN SECTION 1005.1 BUT THE MINIMUM WIDTH SHALL NOT BE LESS THAN 44 INCHES.

EXCEPTIONS:  
1. STAIRWAYS SERVING AN OCCUPANT LOAD OF LESS THAN 50 SHALL HAVE A WIDTH OF NOT LESS THAN 36".

**1011.3 HEADROOM**  
STAIRWAYS SHALL HAVE A HEADROOM CLEARANCE OF NOT LESS THAN 80 INCHES MEASURED VERTICALLY FROM A LINE CONNECTING THE EDGE OF THE NOSINGS. SUCH HEADROOM SHALL BE CONTINUOUS ABOVE THE STAIRWAYS TO THE POINT WHERE THE LINE INTERSECTS THE LANDING BELOW, ONE TREAD DEPTH BEYOND THE BOTTOM RISER. THE MINIMUM CLEARANCE SHALL BE MAINTAINED THE FULL WIDTH OF THE STAIRWAY AND LANDING.

**1011.5 STAIR TREAD AND RISERS**  
STAIR TREADS AND RISERS SHALL COMPLY WITH SECTION 1011.5.1 THROUGH 1011.5.3.

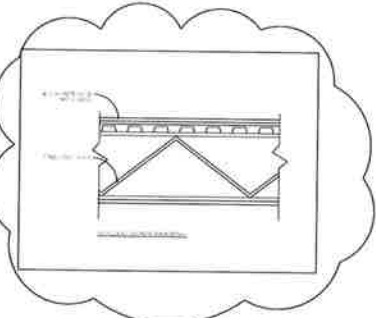
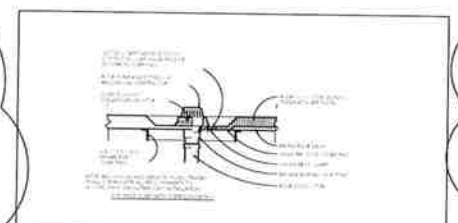
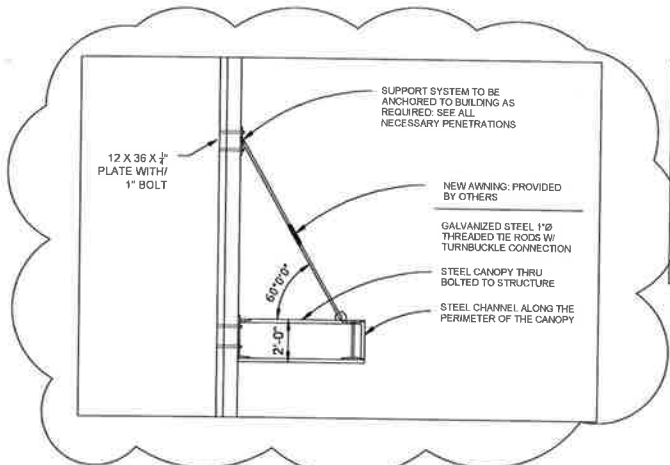
**1011.5.2 RISER HEIGHT AND TREAD DEPTH**  
STAIR RISER HEIGHTS SHALL BE 7 INCHES MINIMUM. THE RISER HEIGHT SHALL BE MEASURED VERTICALLY BETWEEN THE NOSINGS OF ADJACENT TREADS. RECTANGULAR TREAD DEPTHS SHALL BE 11 INCHES MINIMUM MEASURED HORIZONTALLY BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF ADJACENT TREADS AND AT A RIGHT ANGLE TO THE TREAD'S NOSING. WINDER TREADS SHALL HAVE A MINIMUM TREAD DEPTH OF 11 INCHES BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF THE ADJACENT TREADS AT THE INTERSECTIONS WITH THE WALKLINE AND A MINIMUM TREAD DEPTH OF 10 INCHES WITHIN THE CLEAR WITH OF THE STAIR.

**1011.6 STAIRWAY LANDINGS**. THERE SHALL BE A FLOOR OR LANDING AT THE TOP AND BOTTOM OF EACH STAIRWAY. THE WIDTH OF LANDINGS SHALL NOT BE LESS THAN THE WIDTH OF STAIRWAYS SERVED. EVERY LANDING SHALL HAVE A MINIMUM WIDTH MEASURED PERPENDICULAR TO THE DIRECTION OF TRAVEL EQUAL TO THE WIDTH OF THE STAIRWAY. WHERE THE STAIRWAY HAS A STRAIGHT RUN THE DEPTH NEED NOT EXCEED 48 INCHES. DOORS OPENING ONTO A LANDING SHALL NOT REDUCE THE LANDING TO LESS THAN ONE-HALF THE REQUIRED WIDTH. WHEN FULLY OPEN, THE DOOR SHALL NOT PROJECT MORE THAN 7 INCHES INTO A LANDING. WHERE THE WHEELCHAIR SPACES ARE REQUIRED ON THE STAIRWAY LANDING IN ACCORDANCE WITH SECTION 1009.6.3, THE WHEELCHAIR SPACE SHALL NOT BE LOCATED IN THE REQUIRED WIDTH OF THE LANDING AND DOORS SHALL NOT SWING OVER THE WHEELCHAIR SPACES.

EXCEPTION: WHERE STAIRWAYS CONNECT STEPPED AISLES OR CONCOURSES, STAIRWAY LANDINGS ARE NOT REQUIRED AT THE TRANSITION BETWEEN STAIRWAYS AND STEPPED AISLES CONSTRUCTED IN ACCORDANCE WITH 1029.

**1011.11 HANDRAILS**. STAIRWAYS SHALL HAVE HANDRAILS ON EACH SIDE AND SHALL COMPLY WITH SECTION 1014. WHERE GLASS IS USED TO PROVIDE THE HANDRAIL, THE HANDRAIL SHALL COMPLY WITH SECTION 2407.

**1022.2 HANDRAIL DETAILS**. HANDRAIL-GRIPPING SURFACES SHALL BE CONTINUOUS, WITHOUT INTERRUPTION BY NEWEL POST, OTHER STRUCTURE ELEMENTS OR OBSTRUCTIONS. A HANDRAIL AND ANY WALL OR OTHER SURFACE ADJACENT TO THE HANDRAIL SHALL BE FREE OF ANY SHARP OR ABRASIVE ELEMENTS. THE CLEAR SPACE BETWEEN THE HANDRAIL AND THE ADJACENT WALL SURFACE SHALL NOT BE LESS THAN 1/2 INCHES (12.7 MM). EDGES SHALL HAVE A MINIMUM RADIUS OF 1/8" INCH (3.2 MM).



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Checked By:	S.M.
Approved By:	S.M.

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SIMONE B. MAURO, P.E. - No. 30592  
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Sheet No. 19087

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**STEEL NOTES**

- DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION
- STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS  
SHAPES A 572 GRADE 50  
PLATES (U N D) A 572  
PIPE A 572  
TUBING A 572 GRADE B
- STRUCTURAL STEEL CONNECTIONS SHALL BE AS FOLLOWS  
8 SHOP CONNECTIONS SHALL BE WELDED PER AWS D 1.1  
9 FIELD CONNECTIONS SHALL BE BOLTED UNLESS WELDING IS DETAILED ON THE DRAWINGS  
10 BOLTS SHALL BE ASTM A 325 TYPE N 3/4" DIA ANCHOR BOLTS SHALL BE ASTM A 307 U N D
- BEAM CONNECTIONS SHALL BE STANDARD TWO ANGLE WEB CONNECTIONS CAPABLE OF SUPPORTING 75% OF THE TOTAL UNIFORM LOAD CAPACITY FROM THE UNIFORM LOAD CONSTANT IN THE AISC CODE
- WELDING SHALL BE IN ACCORDANCE WITH CURRENT STRUCTURAL WELDING CODE STEEL AMERICAN WELDING SOCIETY, ELECTRODES SHALL BE E70XX
- PROVIDE W/DIA SHOULDER BOLTS WITH LOCK WASHERS AT ALL SLOTTED CONNECTIONS OF WIND COLUMN
- ANCHOR BOLTS SHALL BE FURNISHED BY THE STRUCTURAL STEEL CONTRACTOR AND SET BY THE FOUNDATION CONTRACTOR
- SHELF ANGLES SHALL BE PROVIDED ON COLUMNS AS REQUIRED TO SUPPORT THE ROOF DECK
- TYPICAL DRAWINGS AND CALCULATIONS OF TYPICAL CONNECTION DETAILS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO PROCEEDING WITH DETAILING
- STEEL REQUIRED FOR ROOF OPENING, DOOR JAMBS, DOOR HEADERS, LOUVERS, PARAPETS AND EXPANSION JOINTS SHOWN ON THE ARCHITECTURAL AND STRUCTURAL DRAWINGS SHALL BE INCLUDED IN THE STRUCTURAL STEEL CONTRACT
- THE STEEL CONTRACTOR IS RESPONSIBLE FOR SUPPLYING THE NECESSARY MATERIALS AND LABOR FOR THE SAFE SUPPORT OF ROOF OPENINGS AND ROOF TOP UNIT SUPPORTS EVEN IF SUCH MATERIALS IS NOW SHOWN ON THE STRUCTURAL OR ARCHITECTURAL DRAWINGS THE STEEL CONTRACTOR SHALL REFER TO THE MECHANICAL DRAWINGS FOR INFORMATION REGARDING ROOF OPENINGS AND ROOF TOP UNITS
- IN NO CASE SHALL THE OWNER AND/OR ARCHITECT BE CHARGED FOR COSTS INCURRED BEYOND THE ORIGINAL BID PRICE FOR INFORMATION RELATED TO THE PREVIOUS TWO ITEMS
- ALL JOISTS AND JOIST GIRDERS SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STEEL JOIST INSTITUTE STANDARD SPECIFICATION FOR STEEL JOISTS AND STEEL JOIST INSTITUTE STANDARD SPECIFICATIONS FOR JOIST GIRDERS, RESPECTIVELY
- JOIST BRIDGING TO BE HORIZONTAL TYPE "K" SERIES JOIST UNLESS NOTED OTHERWISE
- CONNECT BOTTOM CHORD OF JOISTS AND JOIST GIRDERS TO COLUMN
- ALL STEEL JOISTS, JOIST GIRDERS, BRIDGING ANCHORAGE, ETC SHALL BE DESIGNED AND ERECTED IN COMPLIANCE WITH STEEL JOIST INSTITUTE (S J I) "TECHNICAL DIGEST #1 JULY 1987" SPECIFICATIONS AND RECOMMENDATIONS THE ERECTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH OSHA REQUIREMENTS
- STEEL DECKING SHALL BE PAINTED 22 G A 1 1/2" TYPE B UNLESS NOTED OTHERWISE MANUFACTURED AND INSTALLED TO CONFORM WITH THE LATEST STEEL DECK INSTITUTE STANDARDS AND SPECIFICATIONS
- EACH STEEL DECK SECTION SHALL BE ANCHORED AT EACH STEEL SUPPORT AS INDICATED ON THE PLANS
- THE BOTTOM CHORD OF EACH JOIST LOCATED AT A COLUMN SHALL HAVE A BOTTOM CHORD EXTENSION CONNECTED TO THE COLUMN ATTACH TO THE COLUMN AFTER ALL DEAD LOADS ARE IN PLACE
- ALL BASE PLATES SHALL HAVE A 1/2" LEVELING PLATE WITH 1/2" GROUTED BED WELD ALL PLATES AND BRACES TO COLUMNS WITH MINIMUM AISC WELD SIZES REQUIRED FOR MEMBER THICKNESS (ALL AROUND (TYP)) BOLTS TO BE A507 GRADE UNLESS NOTED OTHERWISE

**MASONRY SPECIFICATIONS**

- ALL MASONRY WORK SHALL BE IN ACCORDANCE WITH A E 1 300 82 AND SPECIFICATIONS FOR MASONRY STRUCTURES A C 1 300 1 82 CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C 90 GRADE N TYPE 1 FOR SOLID CONCRETE MASONRY UNITS AND ASTM C 240 GRADE N TYPE 1 FOR SOLID CONCRETE MASONRY UNITS BRICK SHALL MEET THE LATEST REVISIONS OF ASTM C 216 GRADE SW
- ALL MORTAR SHALL CONFORM TO ASTM C 270 TYPE M OR S MINIMUM COMPRESSIVE STRENGTH 3 500 PSI AT 28 DAYS
- ALL CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM PRESS STRENGTH OF 1300 PSI
- EXPANSION JOINTS FOR BRICK MASONRY SHALL BE PLACED AT 20 TO 30 O C MAXIMUM U N D
- CONTROL JOINTS FOR CONCRETE MASONRY SHALL BE PLACED AT 30 O C MAXIMUM U N D
- ALL CONCRETE BLOCK WALLS SHALL HAVE CUR OR WALL OR EQUIVALENT TRUSS TYPE HORIZONTAL REINFORCING INSTALLED AT EVERY OTHER COURSE HORIZONTAL WIRE REINFORCEMENT SHALL BE #9 G A WIRE WITH ASTM A 641 GALVANIZED COATING UNLESS NOTED OTHERWISE WALLS WITH VERTICAL REINFORCEMENT SHALL HAVE ONLY "LADDER" TYPE REINFORCEMENT DO NOT EXTEND HORIZONTAL REINFORCEMENT THROUGH CONTROL JOINTS
- INSTALL VERTICAL REINFORCING (AS NOTED OF PLANS) IN THE CENTER OF BLOCK CORES AND GROUT IN MAXIMUM OF FOUR FOOT HEIGHTS ALL REINFORCING STEEL SHALL BE ASTM A 615 GRADE 60 LAP AND TIE BAR SPICES SHALL BE PLACED IN ACCORDANCE WITH A E 1 300 82 SECTION 8 3 1 1
- ALL BRICK WORK SHALL HAVE PROPER TIES TO THE STRUCTURE IN ACCORDANCE WITH THE MOST RECENT SPECIFICATIONS OF THE BRICK INSTITUTE OF AMERICA
- THE MASONRY CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TEMPORARY SHORING AND FILL BE WORK REQUIRED TO WITHSTAND WIND LOADS AND TEMPORARY CONSTRUCTION LOADS ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH ALL OSHA REQUIREMENTS
- ALL BEAMS BEARING ON MASONRY WALLS SHALL HAVE A 1 1/2" X 7 1/2" X 3/4" BEARING PLATE WITH TWO 1/2" DIA 1 1/2" LONG ANCHOR BOLTS U N D THE TOP THREE COURSES OF BLOCK BELOW THE BEARING SHALL BE GROUTED SOLID
- ALL LINTELS BEARING ON MASONRY SHALL HAVE A 12" MINIMUM BEARING AT EACH END STEEL LINTELS SUPPORTING MASONRY FROM THE BOTTOM FLANGE SHALL HAVE A CONTINUOUS 5/16" STEEL PLATE WELDED TO THE BOTTOM FLANGE AS SHOWN

**CONCRETE SPECIFICATIONS**

- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF AC 308-11 SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS EXCEPT AS MODIFIED BY SUPPLEMENTAL REQUIREMENTS
- ALL CONCRETE SHALL HAVE A MINIMUM OF 3000 PSI 28 DAY COMPRESSIVE STRENGTH (BUT LBS OF CEMENT PER CUBIC YARD MINIMUM (5 BAGS) & A WATER/CEMENT RATIO NOT TO EXCEED 6 GALLONS PER BAG)
- THE USE OF AD MIXES SUCH AS FLY ASH OR CALCIUM CHLORIDE IS NOT ALLOWED WITHOUT PRIOR REVIEW FROM THE ENGINEER
- THE CONCRETE CONTRACTOR SHALL SUBMIT THE DESIGN MIX OF EACH TYPE FOR REVIEW BY THE ENGINEER AND ARCHITECT PRIOR TO PLACEMENT

**REINFORCING STEEL SPECIFICATIONS**

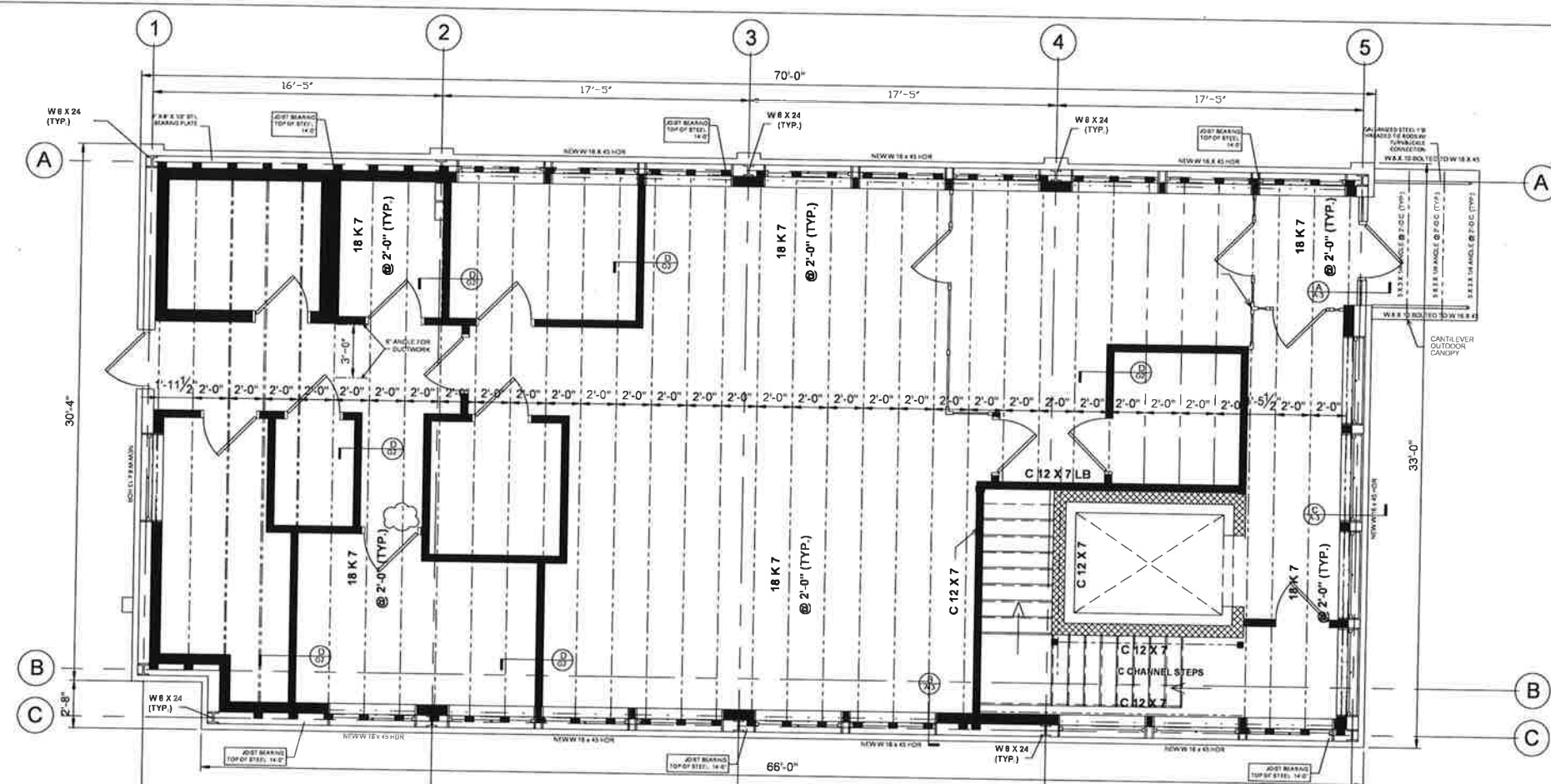
- ALL REINFORCING BARS, DOMES, AND TIES SHALL CONFORM WITH ASTM A 615 GRADE 60 REQUIREMENTS AND SHALL BE FREE OF RUST, OIL AND MUD
- ALL WELDED WIRE FABRIC SHALL CONFORM WITH ASTM A 185 AND BE POSITIONED AT THE MID HEIGHT OF SLABS UNLESS OTHERWISE NOTED
- ALL REINFORCING SHALL BE PLACED AND SECURELY TIED IN PLACE SUFFICIENTLY AHEAD OF PLACING OF CONCRETE TO ALLOW INSPECTION AND CORRECTION, IF NECESSARY, WITHOUT DELAYING THE CONCRETE PLACEMENT
- EXTEND ALL REINFORCING BARS A MINIMUM OF 30" AROUND ALL CORNERS AND LAP BARS AT ALL SPICES A MINIMUM OF 30" UNLESS NOTED OTHERWISE
- WELDING OF REINFORCING STEEL IS NOT ALLOWED

**CONCRETE NOTES**

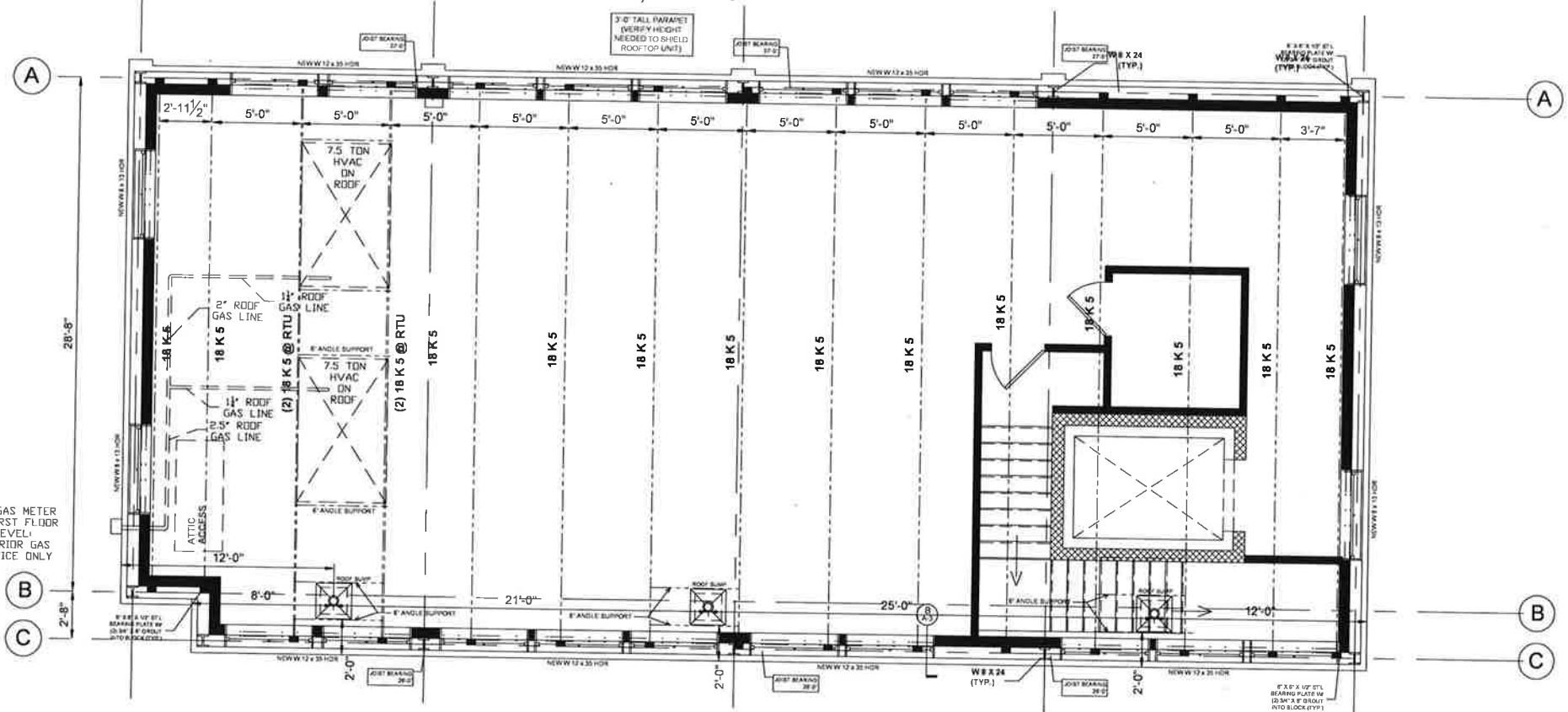
- STRUCTURAL CONCRETE HAS BEEN DESIGNED BY THE ULTIMATE STRENGTH METHOD PER AC 318 CODE
- CONCRETE SHALL BE MANUFACTURED AND PLACED PER AC 318 "BUILDING CODE AND A" MANUAL OF STANDARD PRACTICE
- ALL REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI
- 28 DAY COMPRESSIVE STRENGTH OF CONCRETE SHALL BE AS FOLLOWS  
SLABS ON METAL FORMS 3000 PSI  
SLABS ON GRADE 4000 PSI  
FOOTINGS FOUNDATION WALLS 3000 PSI
- WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT SHALL CONFORM TO SPECIFICATIONS FOR WELDED STEEL FABRIC FOR CONCRETE REINFORCEMENT A 5 T M A 185-79 WELDED WIRE FABRIC SHALL BE DELIVERED IN FLAT SHEETS
- REINFORCEMENT SHALL BE HELD IN POSITION BY CHAIRS OR OTHER DEVICES WHICH WILL ENSURE THE ACCURATE POSITION AND SPACING OF THE BARS BOTH HORIZONTALLY AND VERTICALLY AND ARE SUFFICIENTLY RIGID TO AVOID DISPLACEMENT OF BARS IN PLACING AND VIBRATING OF CONCRETE
- WATER USED IN MIXING CONCRETE SHALL BE CLEAN AND FREE FROM INJURIOUS MATERIALS SUCH AS OIL, ACID, SALT, ALKALI AND ORGANIC MATTER
- CUT OF LEVEL TOLERANCE FOR TOP OF CONCRETE PISRS AND WALLS IS 1/4" IN 20' OVERALL
- DISTANCE TOLERANCE BETWEEN CENTER OF COLUMN ANCHOR BOLT CLUSTERS IS +/- IN 20' OVERALL

**ROOF FLOOR:**  
25 LBS. DEAD LOAD  
25 LBS. LIVE LOAD  
50 LBS. TOTAL LOAD

**FIRST FLOOR:**  
100 P.S.F. LIVE LOAD  
50 P.S.F. DEAD LOAD  
150 P.S.F. TOTAL LOAD



PROPOSED FIRST FLOOR PLAN  
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN - TBD  
SCALE 1/4" = 1'-0"

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT:	NINO CUTRARO 586-202-3942
PROJECT LOCATION:	118 N COLUMBUS ST, JACKSON
DATE:	08-26-2019
SCALE:	VARIES

STRUCTURAL PLAN  
DISPENSARY

**McEngineering**  
Development & Building  
Civil Engineering Consultants  
+ Architects

1800 GARDNER BLVD. SUITE 200 JACKSON, MISSISSIPPI 39201  
PH: 601.372.2600 FAX: 601.372.2601  
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REVISIONS	DATE	BY
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 58276

Job No. 19087  
Sheet No. S1 of S1

**WORK TO BE DONE IN ACCORDANCE WITH MMC 2015**

**GENERAL NOTES HVAC & SHEET METAL WORK**

1. SHEET METAL DUCTWORK CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF "SMACNA" LVDC STANDARDS, MFM PAMPHLET 80A AND 80B, AND THE LATEST EDITION OF THE ROCA MECHANICAL CODE AND ASHRAE GUIDE AND DATA BOOKS. DUCTS SHALL BE NOTED ON DRAWINGS, ARE NOT INTERNAL DIMENSIONS. ALL DUCTS SHALL BE SEALED AIR TIGHT AND SHALL NOT ALLOW MORE THAN 1% LEAKAGE THROUGHOUT THE ENTIRE SYSTEM. SEE TABLE M.302.1, ROCA NATIONAL MECHANICAL CODE - 1987, FOR MAXIMUM SHEET METAL THICKNESS.

2. ALL HVAC SYSTEMS AND EQUIPMENT SHALL CONFORM TO ALL NATIONAL, STATE AND LOCAL BUILDING HEALTH AND SANITATION CODES. THE HVAC CONTRACTOR SHALL PRESENT CERTIFICATES TO THE OWNER THAT ALL APPLICABLE BUILDING PERMITS HAVE BEEN SECURED BEFORE STARTING ANY WORK AND PRIOR TO THE OWNER'S REQUIRED SIGNATURE OF FINAL APPROVAL FROM GOVERNING JURISDICTIONS AT THE COMPLETION OF THE WORK.

3. FURNISH AND INSTALL FLEXIBLE DUCT CONNECTIONS ON ALL DUCT CONNECTIONS TO AIR HANDLING UNITS.

4. PROVIDE OPPOSED BLADE BALANCING DAMPERS AT EACH BRANCH DUCT TAKE OFF FROM MAIN DUCTS AND OTHER LOCATIONS AS REQUIRED TO PROPERLY BALANCE SYSTEMS.

5. FURNISH AND INSTALL DAMPERS WHERE INDICATED ON DRAWINGS AND WHERE DUCTWORK PERCEIVES FIRE RATED CONSTRUCTION, AND/OR WHERE REQUIRED BY LOCAL OR STATE CODES. ALL FIRE DAMPERS SHALL BE TESTED, RATED AND SEAR THE LABEL OF AN INDEPENDENT LABORATORY AND SHALL BE INSTALLED IN THE SAME MANNER BY WHICH THEY WERE TESTED. FIRE DAMPERS SHALL BE SIMILAR TO AIR BALANCE MODEL AND 119 AL CODES WITH 90% FIRE AREA.

6. VIBRATION ABSORBING SUPPORTS SHALL BE INSTALLED AS REQUIRED ON ALL EQUIPMENT TO PREVENT TRANSMISSION OF VIBRATION AND NOISE TO THE STRUCTURE. PROVIDE VIBRATION ISOLATION PER ASHRAE STANDARDS.

7. HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS ARE DESIGN ON THE FOLLOWING CONDITIONS:  
WINTER: INSIDE TEMP 72°F D.B. / OUTSIDE TEMP 0°F D.B. 16MPH WIND.  
SUMMER: INSIDE TEMP 78°F D.B. & 50% RELATIVE HUMIDITY (MOISTURE).  
OUTSIDE TEMP 95°F D.B. & 74°F W.B.

8. THE HVAC CONTRACTOR SHALL OBTAIN OTHER TRADES DRAWINGS AND COORDINATE HIS WORK WITH THE TOTAL PROJECT AS IT RELATES TO ALL TRADES AND VISIT THE JOB SITE BEFORE HE SUBMITS HIS BID TO FAMILIARIZE HIMSELF WITH WORK AND THAT OF OTHER TRADES, AND/OR ANY APPLICABLE LOCAL, STATE, AND FEDERAL CODES, ORDINANCES, AND REGULATIONS. IF ANY INTERFERENCES OR VIOLATIONS APPEAR AND DEPARTURE FROM THE DESIGN INTENT OF THE CONTRACT DOCUMENTS IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER BEFORE ENTERING INTO CONTRACT WITH THE OWNER. FAILURE TO PROVIDE THE OWNER WITH AFOREMENTIONED NOTIFICATION WILL BE RESPONSIBLE TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLETE ALL WORK TO MEET THE INTENT OF THE CONTRACT DOCUMENTS WITH NO ADDITIONAL EXPENSE TO THE OWNER BEING INCURRED.

9. SHEET METAL RUN-OUTS AND FLEX DUCT CONNECTIONS TO AIR DISTRIBUTION DEVICES SHALL BE THE SAME SIZE AS THE DEVICE NECK, UNLESS OTHERWISE NOTED.

10. DUCT CONNECTIONS TO HVAC EQUIPMENT SHALL BE THE SAME SIZE AS EQUIPMENT DUCT CONNECTIONS, UNLESS OTHERWISE NOTED.

11. THE HVAC CONTRACTOR SHALL COORDINATE ELECTRICAL CHARACTERISTICS OF HIS EQUIPMENT WITH THE ELECTRICAL CONTRACTOR. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL CHARACTERISTICS OF EQUIPMENT TO BE FURNISHED BY HVAC CONTRACTOR.

12. AIR DISTRIBUTION DEVICES LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. THE HVAC CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL AIR DISTRIBUTION DEVICES WITH ARCHITECTURAL, REFLECTED CEILING PLANS AND/OR ELECTRICAL PLANS BEFORE INSTALLATION. LIGHT FIXTURES AND SPRINKLER HEAD LOCATIONS SHALL, UNLESS OTHERWISE NOTED, TAKE PRECEDENCE OVER AIR DISTRIBUTION DEVICES LOCATIONS.

13. THE HVAC CONTRACTOR SHALL SUBMIT EQUIPMENT SHOP DRAWINGS TO THE OWNER FOR APPROVAL BEFORE INSTALLATION OF ANY OF THE FOLLOWING HVAC EQUIPMENT:  
A. AIR COOLED UNITS  
B. ROOF EXHAUST FANS  
C. AIR DISTRIBUTION DEVICES

APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE HVAC CONTRACTOR OF HIS RESPONSIBILITY TO CONFORM TO THE CONTRACT DOCUMENTS.

APPROVAL OF SHOP DRAWINGS IS INTENDED FOR GENERAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS ONLY. ANY EQUIPMENT THAT IS INSTALLED THAT WILL INVOLVE THE WORK OF THE OTHER TRADES SHALL BE COORDINATED WITH THOSE TRADES. REFER TO OTHER TRADE DRAWINGS.

14. FURNISH AND INSTALL ACCESS DOORS FOR ALL DAMPERS, AND OTHER AIR DISTRIBUTION BALANCING DEVICES THAT ARE LOCATED ABOVE NON-ACCESSIBLE CEILING OR IN WALLS.

15. THE HVAC CONTRACTOR SHALL GUARANTEE ALL WORK INSTALLED UNDER HIS CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS, FOR A PERIOD OF ONE YEAR AFTER THE ACCEPTANCE OF THE BUILDING BY THE OWNER, AND SHOULD DEFECTS OCCUR WITHIN THIS PERIOD, REPAIR AND/OR REPLACE ITEMS AT NO EXPENSE TO THE OWNER.

16. THE HVAC CONTRACTOR SHALL COORDINATE LOCATION OF HIS EQUIPMENT AND WORK WITH OTHER BUILDING TRADES TO AVOID ANY INTERFERENCES BETWEEN HIS WORK AND THE WORK OF OTHER TRADES.

17. ANY CUTTING AND PATCHING THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE HVAC SYSTEMS SHALL BE DONE AND REPAIRED BY THE HVAC CONTRACTOR. NO CUTTING OF THE STRUCTURAL SYSTEM SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE OWNER BEING PREVIOUSLY OBTAINED.

DUCT TYPE SMOKE DETECTOR  
FURNISH AND INSTALL WHERE SHOWN ON THE DRAWINGS A TWO WIRE, DC OPERATION ADDRESSABLE DETECTION, SIMPLEX MODEL NO. 408-975 DUCT HOUSING WITH APPROPRIATE SMOKE HEAD AND SAMPLING TUBE. THE DETECTOR SHALL BE UL LISTED FOR COMPATIBILITY WITH THE FIRE ALARM CONTROL PANEL AND SHALL OBTAIN ITS OPERATING POWER FROM THE ALARM NOTATING CIRCUIT.

DETECTORS SHALL OPERATE ON THE LIGHT SCATTERING PHOTO SMOKE PRINCIPLE TO MINIMIZE MISALARM DETECTORS SHALL HAVE AN INSPECT SCREEN AND BE DESIGNED TO IGNORE AVAILABLE AIRBORNE PARTICLES OR SMOKE DUSTS THAT ARE BELOW THE FACTORY-SET ALARM POINT. NO RADIOACTIVE MATERIAL SHALL BE USED.

REMOVAL OF THE DETECTOR HEAD SHALL INTERRUPT THE SUPERVISORY CIRCUIT AND ACTIVATE A TROUBLE SIGNAL AT THE CONTROL PANEL.

DETECTORS SHALL OPERATE ON THE LIGHT SCATTERING PHOTO SMOKE PRINCIPLE TO MINIMIZE MISALARM DETECTORS SHALL HAVE AN INSPECT SCREEN AND BE DESIGNED TO IGNORE AVAILABLE AIRBORNE PARTICLES OR SMOKE DUSTS THAT ARE BELOW THE FACTORY-SET ALARM POINT. NO RADIOACTIVE MATERIAL SHALL BE USED.

REMOVAL OF THE DETECTOR HEAD SHALL INTERRUPT THE SUPERVISORY CIRCUIT AND ACTIVATE A TROUBLE SIGNAL AT THE CONTROL PANEL.

HVAC SCHEDULE	
NAME	WEIGHT
HVAC#1	7.5 TON 1000 LB MAX.
HVAC#2	7.5 TON 1000 LB MAX.

(2) UNITS - BRYANT HEATING AND COOLING ROOFTOPS 7.5 TON MODEL # 580E0D180AZ04D WITH FACTORY INSTALLED PERFECT HUMIDITY ADAPTIVE DEHUMIDIFICATION SYSTEM

AIR BALANCE SCHEDULE						
UNIT	OUTSIDE AIR FLOW (CFM)	RETURN AIR FLOW (CFM)	RELIEF DAMPERS (CFM AIR DEMISE)	SUPPLY AIR FLOW (CFM)	EXHAUST AIR FLOW (CFM)	BUILDING PRESSURE
HVAC 1	-1000	-2000	3000	2850	0	100
HVAC 2	-1000	-2000	3000	2925	0	75
EF1					75	-75
EF2					75	-75
EF3					75	-75
TOTALS	-2000	-4000	6000	5775	225	0

RESULTING BUILDING PRESSURIZATION (0) CFMA  
OVERALL BUILDING PRESSURIZATION SHALL BE APPROXIMATELY EQUALIZED.

PROPOSED ELEVATOR TO BE ELECTRIC

EXHAUST FAN SCHEDULE				
TAG	MANUFACTURER MODEL	CFM	VOLTS/PHASE	REMARKS
EF	GREENHECK MODEL NO. SP-7	75	120/1	REMOTE SPEED CONTROL SWITCH MODEL NO. 5W

EXHAUST FAN TERMINATION TO BE LOCATED OUT THE ROOF W/ "B" VENT (4" METAL PIPING)

AIR DEVICE SCHEDULE					
MARK	NECK SIZE	TYPE	MAX AIR FLOW	MOUNTING	DUTY
A	24 X 10	DIFFUSER	200	DUCT	SUPPLY
B	20 X 12	DIFFUSER	200	DUCT	SUPPLY
C	18 X 12	DIFFUSER	200	DUCT	SUPPLY
D	14 X 12	DIFFUSER	200	DUCT	SUPPLY
E	26 X 10	DIFFUSER		DUCT	RETURN
F	22 X 12	DIFFUSER		DUCT	RETURN
G	20 X 12	DIFFUSER		DUCT	RETURN
H	16 X 12	DIFFUSER		DUCT	RETURN

GAS LOAD TABLE	
PROPOSED EQUIPMENT	100 MBH = 160 C.F.H.
198000 TANKLESS WATER HEATER	199 C.F.H.
TOTAL	359 MBTU

PROPOSED EQUIPMENT:		
TOTAL CFM	OVERALL	%
(2) 7.5 TON UNITS - 3,000 CFM	750	25%

NOTE: UNIT TO HAVE ECONOMIZER AND CO2 SENSOR

LOCATION OF UNIT TO BE VERIFIED BY CONTRACTOR.

RTU'S NOT TO EXCEED 1000 LBS.

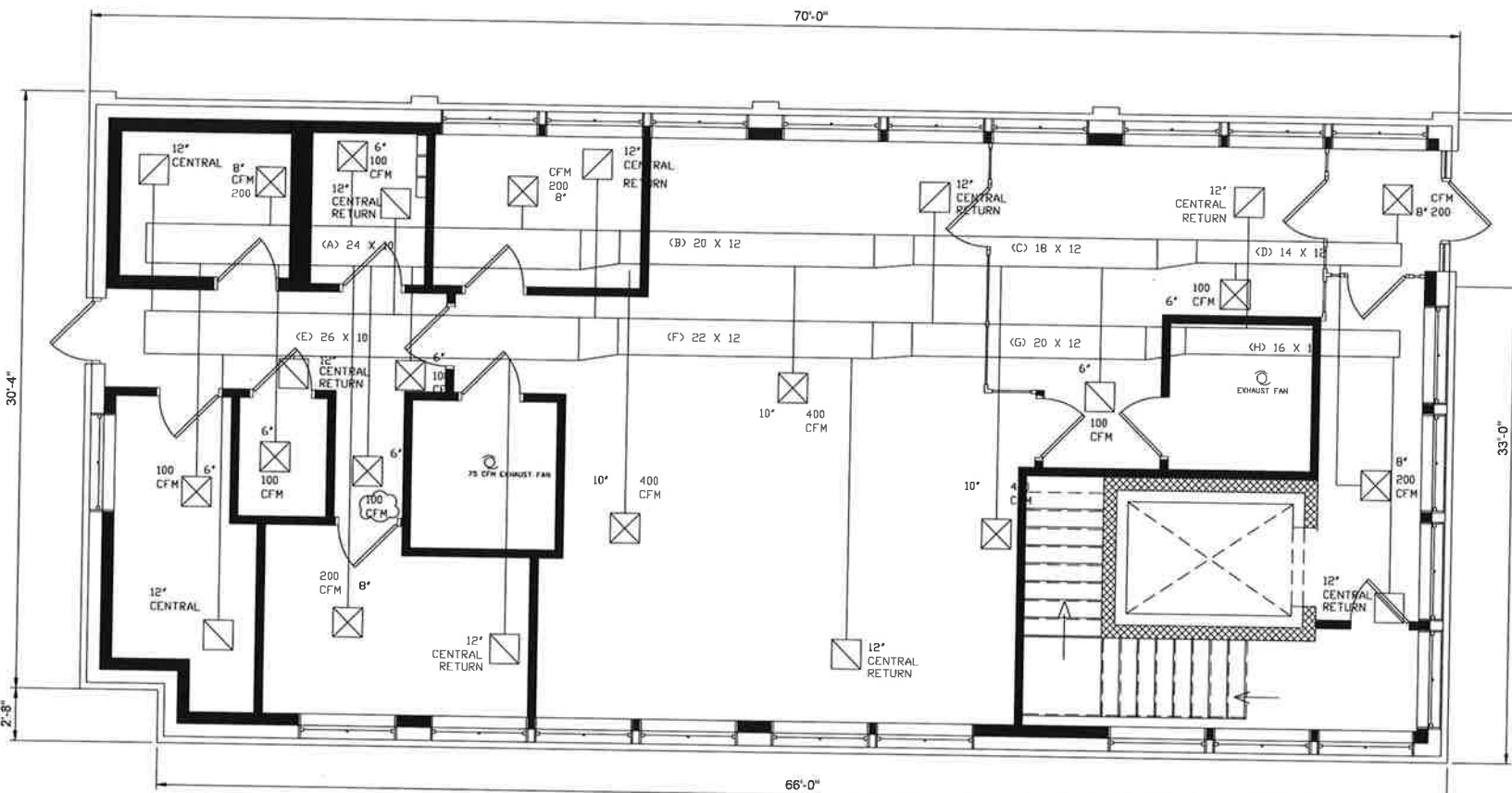
TABLE 403.1.1 MINIMUM VENTILATION RATE:

(7.5 CFM PER OCCUPANT X 83) + (12 X 4980 SQ. FT.) = 1220.1 CFM

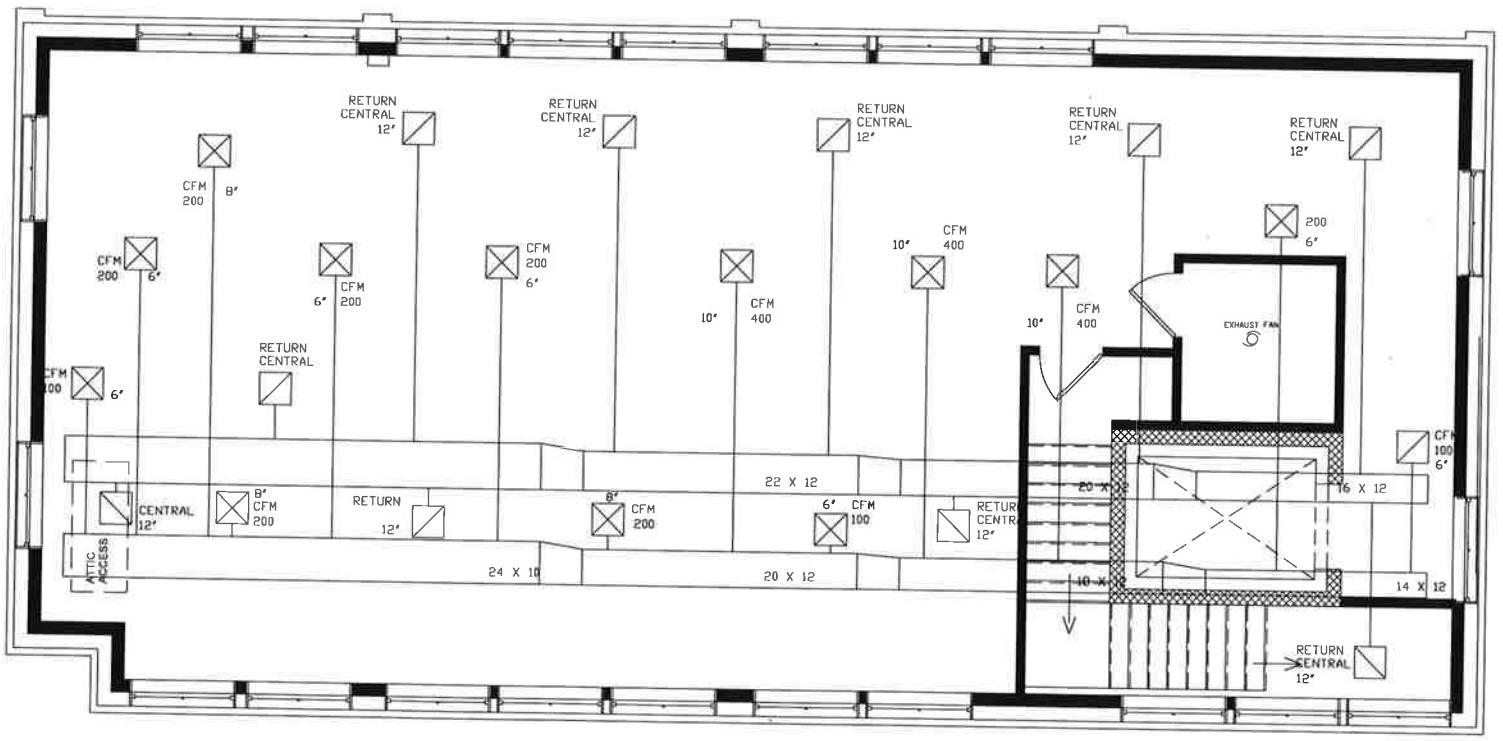
(3) TOILET ROOMS AT 75 CFM = 225CFM

1445.1 CFM OUTSIDE AIR REQUIRED

PROVIDE (2) 7.5 TON UNIT WITH ECONOMIZERS FOR 1000 CFM OUTSIDE AIR



PROPOSED FIRST FLOOR PLAN  
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN - TBD  
SCALE 1/4" = 1'-0"

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CLIENT	NINO CUTRARO 586-202-3942
PROJECT LOCATION	118 N. COLUMBUS ST. JACKSON
DATE	08-28-2019
SCALE	VARIES

MECHANICAL PLAN  
DISPENSARY

**Mauro Engineering**  
Development & Building  
Civil Engineers, Designers & Planners

4887 HANES ROAD, SUITE 100, JACKSON, MS 39201  
PH: 566-347-9696 FAX: 566-347-2611  
VISIT US AT WWW.MAUROENG.COM

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.

SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 58276  
Job No.

19087

Sheet No. M1 of M1

**WORK TO BE DONE IN ACCORDANCE WITH HVAC 2015**

**GENERAL NOTES HVAC SHEET METAL WORK**

1. SHEET METAL DUCTWORK CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF "SMACNA" LVDCB STANDARDS, MFA PAPER LETTER BOARDING, AND THE LATEST EDITION OF THE BOCA MECHANICAL CODE AND ASHRAE GUIDE AND DATA BOOKS. DUCTS SHALL BE INSTALLED AND BRANCHED IN ACCORDANCE WITH THE BOCA MECHANICAL CODE AND ASHRAE. OTHERWISE, TAKE PRECEDENCE OVER AN DISTRIBUTION DEVICE LOCATION.
2. ALL HVAC SYSTEMS AND EQUIPMENT SHALL CONFORM TO ALL NATIONAL, STATE AND LOCAL BUILDING HEALTH AND SANITATION CODES. THE HVAC CONTRACTOR SHALL PRESENT CERTIFICATIONS TO THE OWNER THAT ALL APPLICABLE BUILDING PERMITS HAVE BEEN SECURED BEFORE STARTING ANY WORK AND APPROVED TO THE OWNER. ALL REQUIRED CERTIFICATIONS OF FINAL APPROVAL FROM GOVERNING JURISDICTIONS AT THE COMPLETION OF THE WORK.
3. FURNISH AND INSTALL FLEXIBLE DUCT CONNECTIONS ON ALL DUCT CONNECTIONS TO AIR HANDLING UNITS.
4. PROVIDE OPPOSED BLADE BALANCING DAMPERS AT EACH BRANCH DUCT TAKE-OFF FROM MAIN DUCTS AND OTHER LOCATIONS AS REQUIRED TO PROPERLY BALANCE SYSTEMS.
5. FURNISH AND INSTALL DAMPERS WHERE INDICATED ON DRAWINGS AND WHERE DUCTWORK PERFORMS FIRE RATED CONSTRUCTION. DAMPERS WHERE REQUIRED BY LOCAL OR STATE CODES. ALL FIRE DAMPERS SHALL BE TESTED, RATED AND BEAR THE LABEL OF UNDERWRITERS LABORATORIES AND SHALL BE INSTALLED IN THE SAME MANNER BY WHICH THEY WERE TESTED. FIRE DAMPERS SHALL BE SIMILAR TO AIR BALANCE MODEL NO. 118-AL, OVERSIZE WITH 50% FREE AREA.
6. VIBRATION ABSORBING SUPPORTS SHALL BE INSTALLED AS REQUIRED ON ALL EQUIPMENT TO PREVENT TRANSMISSION OF VIBRATION AND NOISE TO THE STRUCTURE. PROVIDE VIBRATION ISOLATION PER ASHRAE STANDARDS.
7. HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS ARE DESIGN ON THE FOLLOWING CONDITIONS:  
WINTER: INSIDE TEMP 72°F DB, OUTSIDE TEMP 0°F DB @ 15 MPH WIND.  
SUMMER: INSIDE TEMP 78°F DB & 50% RELATIVE HUMIDITY (MAXIMUM).  
OUTSIDE TEMP 98°F DB & 74°F WB.
8. THE HVAC CONTRACTOR SHALL OBTAIN OTHER TRADES DRAWINGS AND COORDINATE HIS WORK WITH THE TOTAL PROJECT AS IT RELATES TO ALL TRADES AND AT THE JOB SITE BEFORE HE SUBMITS HIS BID TO FAMILIARIZE HIMSELF WITH WORK AND THAT OF OTHER TRADES, AND FOR ANY APPLICABLE VIOLATIONS OF LOCAL, OR STATE CODES, LAWS, ORDINANCES, AND REGULATIONS. IF ANY INTERFERENCES OR VIOLATIONS APPEAR AND DEPARTURE FROM THE DESIGN INTENT OF THE CONTRACT DOCUMENTS IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER BEFORE ENTERING INTO CONTRACT WITH THE OWNER. FAILURE TO PROVIDE THE OWNER WITH AFORESAID NOTIFICATION WILL RESULT IN THE CONTRACTOR BEING HELD RESPONSIBLE TO COMPLETE ALL WORK TO MEET THE INTENT OF THE CONTRACT DOCUMENTS WITH NO ADDITIONAL EXPENSE (EXCEPT AS INCURRED BY THE OWNER).
9. SHEET METAL RUN-OUTS AND FLEX DUCT CONNECTIONS TO AIR DISTRIBUTION DEVICES SHALL BE THE SAME SIZE AS THE DEVICE NECK UNLESS OTHERWISE NOTED.
10. DUCTS CONNECTING TO HVAC EQUIPMENT SHALL BE THE SAME SIZE AS EQUIPMENT DUCT CONNECTIONS UNLESS OTHERWISE NOTED.

11. THE HVAC CONTRACTOR SHALL COORDINATE ELECTRICAL CHARACTERISTICS OF HIS EQUIPMENT WITH THE ELECTRICAL CONTRACTOR. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL CHARACTERISTICS OF EQUIPMENT TO BE FURNISHED BY HVAC CONTRACTOR.
12. AIR DISTRIBUTION DEVICES LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. THE HVAC CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL AIR DISTRIBUTION DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLANS AND/OR ELECTRICAL PLANS BEFORE INSTALLATION. VERIFY EXACT LOCATION OF ALL AIR DISTRIBUTION DEVICES. OTHERWISE, TAKE PRECEDENCE OVER AN DISTRIBUTION DEVICE LOCATION.
13. THE HVAC CONTRACTOR SHALL SUBMIT EQUIPMENT SHOP DRAWINGS TO THE OWNER FOR APPROVAL BEFORE INSTALLATION OF ANY OF THE FOLLOWING HVAC EQUIPMENT:  
A. AIR COOLERS WITH  
B. ROOF EXHAUST FANS  
C. AIR DISTRIBUTION DEVICES

APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE HVAC CONTRACTOR OF HIS RESPONSIBILITY TO COMPLY TO THE CONTRACT DOCUMENTS.  
APPROVAL OF SHOP DRAWINGS IS INTENDED FOR GENERAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS ONLY. ANY EQUIPMENT THAT IS INSTALLED THAT WILL INVOLVE THE WORK OF THE OTHER TRADES SHALL BE COORDINATED WITH THOSE TRADES. REFER TO OTHER TRADE DRAWINGS.

14. FURNISH AND INSTALL ACCESS DOORS FOR ALL DAMPERS AND OTHER AIR DISTRIBUTION BALANCING DEVICES THAT ARE LOCATED ABOVE NON-ACCESSIBLE CEILING OR IN WALLS.

15. THE HVAC CONTRACTOR SHALL GUARANTEE ALL WORK INSTALLED UNDER HIS CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIAL FOR A PERIOD OF ONE YEAR AFTER THE ACCEPTANCE OF THE BUILDING BY THE OWNER. AND SHOULD DEFECTS OCCUR WITHIN THIS PERIOD, REPAIR AND/OR REPLACE ITEMS AT NO EXPENSE TO THE OWNER.

16. THE HVAC CONTRACTOR SHALL COORDINATE LOCATIONS OF HIS EQUIPMENT AND WORK WITH OTHER BUILDING TRADES TO AVOID ANY INTERFERENCES BETWEEN HIS WORK AND THE WORK OF OTHER TRADES.

17. ANY CUTTING AND PATCHING THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE HVAC SYSTEM SHALL BE DONE AND REPAIRED BY THE HVAC CONTRACTOR. NO CUTTING OF THE STRUCTURAL SYSTEM SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE OWNER BEING PREVIOUSLY OBTAINED.

DUCT TYPE SMOKE DETECTOR

FURNISH AND INSTALL WHERE SHOWN ON THE DRAWINGS A TWO-WIRE, DC OPERATION ADDRESSABLE DETECTOR, BAH-PLX MODEL NO. 408B. THIS DETECTOR IS A PHOTOELECTRIC SMOKE HEAD AND SAMPLING TUBE. THE DETECTOR SHALL BE LISTED FOR COMPATIBILITY WITH THE FIRE ALARM CONTROL PANEL AND SHALL OBTAIN ITS OPERATING POWER FROM THE ALARM INITIATING CIRCUIT. DETECTORS SHALL OPERATE ON THE LIGHT-SCATTERING PHOTO DIODE PRINCIPLE TO MINIMIZE MISALARM. DETECTORS SHALL HAVE AN INHERENT SCREEN AND BE DESIGNED TO CHARGE INVISIBLE ABSORBING PARTICLES OF SMOKE DENSITIES THAT ARE BELOW THE FACTORY-SET ALARM POINT. NO RADIOACTIVE MATERIAL SHALL BE USED. REMOVAL OF THE DETECTOR HEAD SHALL INTERRUPT THE SUPERVISORY CIRCUIT AND ACTIVATE A TROUBLE SIGNAL AT THE CONTROL PANEL.

**HVAC SCHEDULE**

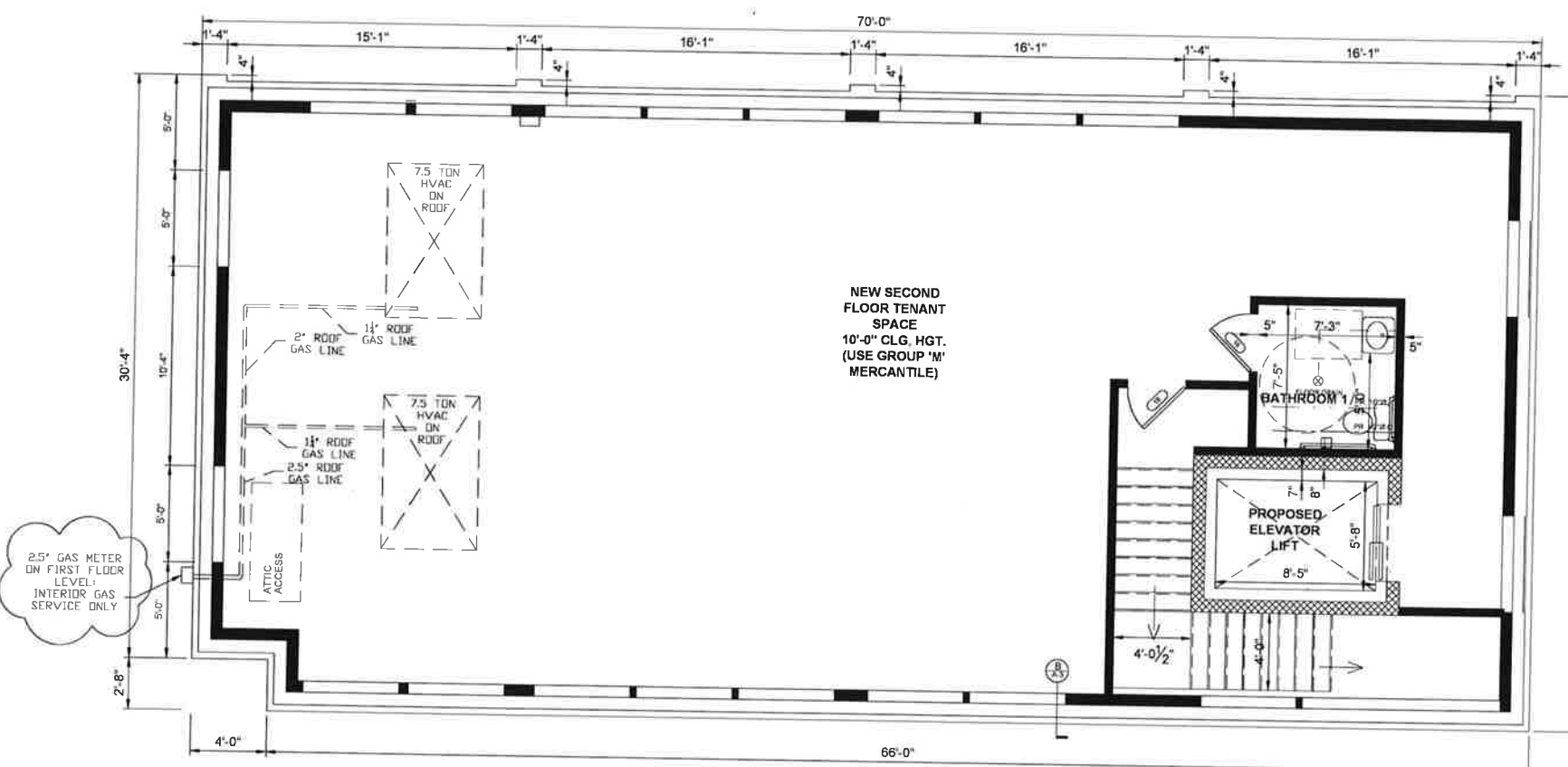
NAME	SIZE	WEIGHT
HVAC#1	7.5 TON	1000 LB MAX.
HVAC#2	7.5 TON	1000 LB MAX.

(2) UNITS: BRYANT HEATING AND COOLING ROOFTOPS 7.5 TON MODEL # 880E08D180A2A0AD WITH FACTORY INSTALLED PERFECT HUMIDITY ADAPTIVE DEHUMIDIFICATION SYSTEM

**AIR BALANCE SCHEDULE**

UNIT	OUTSIDE AIR FLOW (CFM)	RETURN AIR FLOW (CFM)	RELIEF DAMPERS (CFM)	SUPPLY AIR FLOW (CFM)	EXHAUST AIR FLOW (CFM)	BUILDING PRESSURE
HVAC 1	-1000	-3000	3000	2925	0	150
HVAC 2	-1000	-3000	3000	2925	0	75
EF1					75	-75
EF2					75	-75
EF3					75	-75
TOTALS	-3000	-9000	6000	5775	225	0

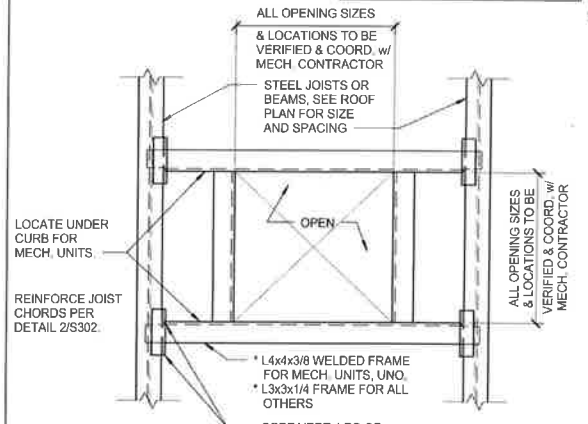
RESULTING BUILDING PRESSURIZATION (0) CFM  
OVERALL BUILDING PRESSURIZATION SHALL BE APPROXIMATELY EQUALIZED



NEW SECOND FLOOR TENANT SPACE  
10'-0" CLG. HGT. (USE GROUP 'M' MERCANTILE)

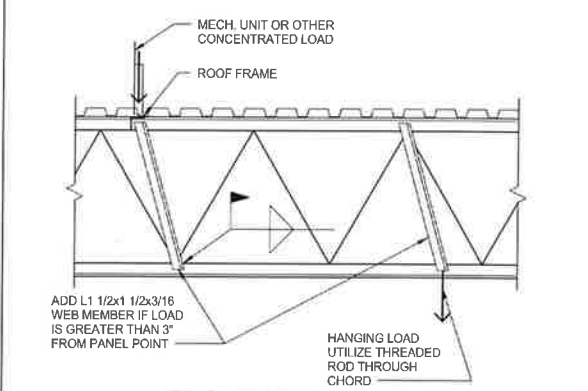
2.5" GAS METER ON FIRST FLOOR LEVEL. INTERIOR GAS SERVICE ONLY

PROPOSED SECOND FLOOR PLAN - TBD  
SCALE 1/4" = 1'-0"



TYPICAL ROOF OPENING SECTION

SCALE: 3/4" = 1'-0"



TYPICAL CONCENTRATED LOAD ON JOIST DETAIL

PROVIDE WHENEVER LOAD EXCEEDS 300 POUNDS

SECTION 2 SCALE: 3/4" = 1'-0"

GAS METER TO BE LOCATED ON REAR (WEST) WALL AND PIPED UP TO ROOF WITH 2.5" LINE

**Carel MC MultiZone Adiabatic Humidifier System**

	70 - 75	21 - 24	55 - 65
Tobacco			
Cigar and Cigarette Making	70 - 75	21 - 24	55 - 65
Softening	90	32	85 - 88
Stemming and Stripping	75 - 85	24 - 29	70 - 75
Filter Tobacco Casing and Conditioning	75	24	75
Filter Tobacco Storage and Preparation	78	26	70
Wrapper Tobacco Storage and Conditioning	75	24	75

**Specifications:**  
 Max. multi-turbulation capacity: 60 gph @ 231 gph  
 Power supply: 230 Vac, single-phase, 50/60 Hz, 110 Vac single-phase 60 Hz  
 Operating conditions: 15°F to 110°F, 5 to 95% RH  
 Ingress protection: IP42  
 Water Ingress: 0.5"  
 Connections: 1/2" G, 1/2" G  
 Temperature limits: 115°F  
 Water pressure limits: 2 to 7 bars  
 Total hardness: 0.5 to 420 ppm CaCO3  
 Conductivity limits: 0 to 1200 µS/cm  
 All line voltage input connections: 1/2" G, 1/2" G  
 Temperature limits: 115°F  
 Air pressure limits: 1 to 7 bars  
 Return air pressure: 0 to 10 gpm  
 Nozzle diameter: 1/8" (0.125")  
 Nozzle capacity: 0.2 to 1.0 gph @ 1.5 to 4.0 gph @ 10 gph  
 Nozzle: Network connection: Modbus (ON TCP/IP, SNMP (with optional card))  
 Cabinet dimensions: 11.8" W x 10.5" H x 12.0" D x 12.0" W

\* Duct Mounted System

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CLIENT: NINO CUTRARO 585-202-3942  
 PROJECT LOCATION: 118 N. COLUMBUS ST. JACKSON  
 DATE: 08-26-2019  
 SCALE: VARIES

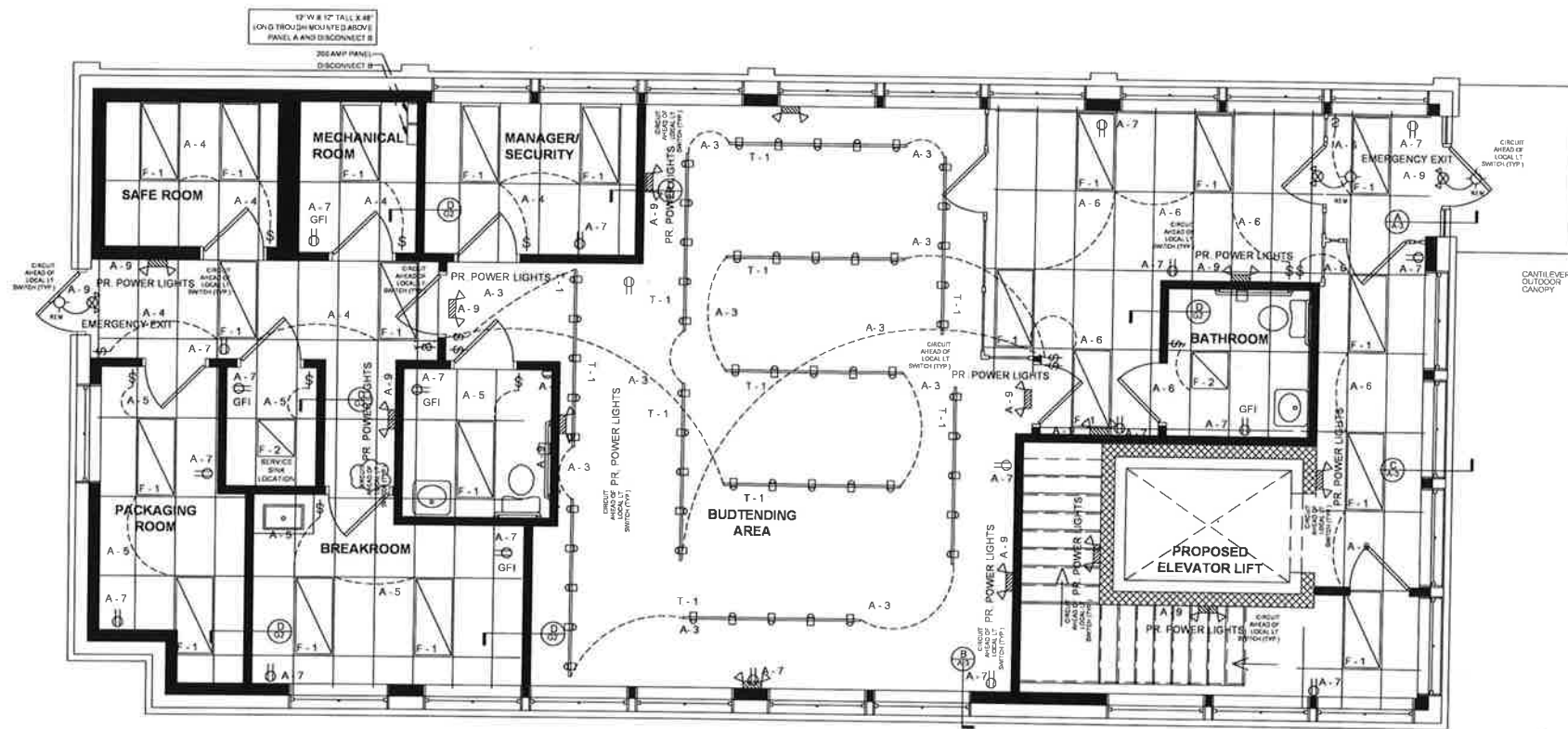
MECHANICAL PLAN DISPENSARY



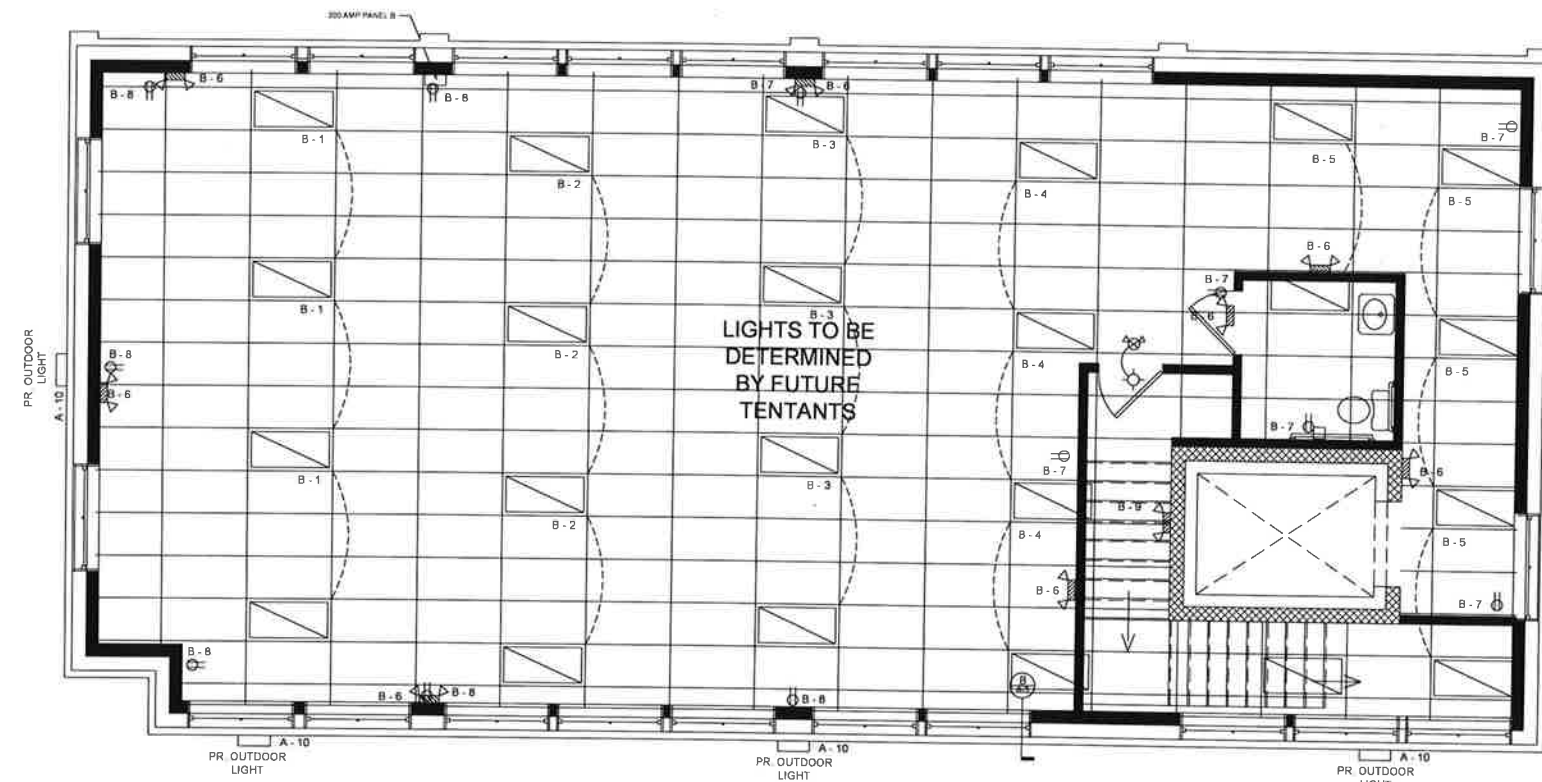
Drawn By: M.M.  
 Checked By: S.M.  
 Approved By: S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.

SIMONE B. MAURO, P.E. - No. 30592  
 GIOVANNI B. MAURO, P.E. - No. 59276  
 Job No. 19087



PROPOSED FIRST FLOOR PLAN  
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN-- TBD  
SCALE 1/4" = 1'-0"

22 POSITION, SURFACE MOUNTED PANEL "A" 200 AMP MAIN BREAKER  
VOLTAGE 120/208V 3 4W

CKT. #	CB	LOAD SERVED	LOAD KW						LOAD SERVED	CB	CKT. #
			A	B	C	C	B	A			
1	20/1	LIGHTING	1.5						LIGHTING	20/1	2
3	20/1	LIGHTING		1.5					LIGHTING	20/1	4
5	20/1	LIGHTING			1.5			0.5	LIGHTING	20/1	6
7	20/1	RECEPTACLES	1.3						RECEPTACLES	20/1	8
9	20/1	EM. LIGHTS						1.5	RECEPTACLES	20/1	8
11	20/1	BUILDING SIGN	1.5						EXTERIOR LIGHTS	20/1	10
13	20/1	SPARE						2.4	ELEVATOR	20/3	12
15	20/3	HVAC	1.83					2.4			14
17	20/3	HVAC		1.83				0.05	HUMIDIFIER	20/1	18
19	20/1	HVAC			1.83				SPARE		20
21	20/1	SPARE							SPARE		22
23	20/1	SPARE							SPARE	20/1	24
25	20/1	SPARE							SPARE	20/1	26
27	20/1	SPARE							SPARE	20/1	28
29	20/1	SPARE							SPARE	20/1	30
31	20/1	SPARE							SPARE	20/1	32
			6.13	2.33	2.33	5.2	5.4	2.9			

TOTAL CONNECTED LOAD: 24.29 KW X 1000 / 360 = 67.47 AMPS  
CIRCUIT ALL POWER LIGHTS AHEAD OF SWITCH

FIRST FL. LIGHT FIXTURE SCHEDULE

TAG	MANUFACTURER	TYPE OF FIXTURE	LAMPS	COUNT
F-1	LITHONIA	2X4 LAY-IN	2-40W	22
F-2	LITHONIA	2X2 LAY-IN	2-36W	2
T-1	LITHONIA	TRACK LIGHTS	5-50W	11
EM-1	LITHONIA	LED EMERGENCY LIGHT	2-2W	21
X-1	LITHONIA	LED EXIT LIGHT	1-1W	3

OWNER TO VERIFY  
LIGHTING CONTROLS PER ASHRAE 90.1.2013  
GENERAL CONTRACTOR TO PROVIDE TEMPORARY LIGHTING TO MEET CODE REQUIRED MINIMUM FOR LIFE SAFETY UNTIL TENANT IMPROVEMENT HAVE BEEN COMPLETE.

22 POSITION, SURFACE MOUNTED PANEL "B" 200 AMP MAIN BREAKER  
VOLTAGE 120/208V 3 4W

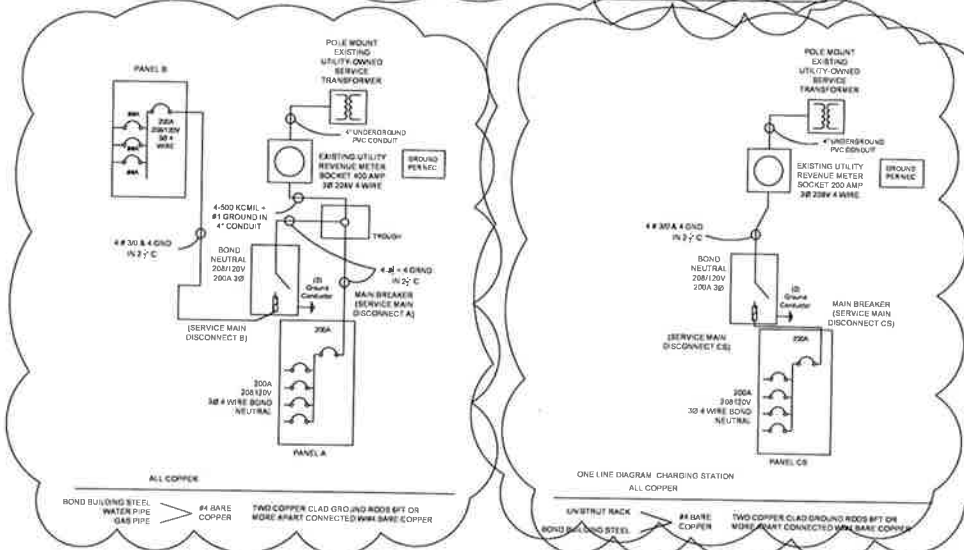
CKT. #	CB	LOAD SERVED	LOAD KW						LOAD SERVED	CB	CKT. #
			A	B	C	C	B	A			
1	20/1	LIGHTING	1.5						LIGHTING	20/1	2
3	20/1	LIGHTING		1.5					LIGHTING	20/1	4
5	20/1	LIGHTING			1.5			0.5	EM. / EXIT LIGHTS	20/1	6
7	20/1	RECEPTACLES	1.3						RECEPTACLES	20/1	8
9	20/1	SPARE							SPARE	20/1	10
11	20/3	HVAC			1.83				SPARE	20/1	12
13	20/3	HVAC	1.83						SPARE	20/1	14
15	20/1	HVAC		1.83					SPARE	20/1	16
17	20/1	SPARE							SPARE	20/1	18
19	20/1	SPARE							SPARE	20/1	20
21	20/1	SPARE							SPARE	20/1	22
23	20/1	SPARE							SPARE	20/1	24
25	20/1	SPARE							SPARE	20/1	26
27	20/1	SPARE							SPARE	20/1	28
29	20/1	SPARE							SPARE	20/1	30
31	20/1	SPARE							SPARE	20/1	32
			4.63	3.33	3.33	2.8	1.5	0.5			

TOTAL CONNECTED LOAD: 16.09 KW X 1000 / 360 = 44.69 AMPS  
CIRCUIT ALL POWER LIGHTS AHEAD OF SWITCH

INSTALL ILLUMINATED EXIT SIGNS OVER EXIT DOORS, DIRECTIONAL EXIT SIGNS MAY ALSO BE REQUIRED TO PROPERLY IDENTIFY THE PATHWAY LEADING TO THE EXIT ITSELF.

PROVIDE LOCK ON DEVICES ON ALL CIRCUIT BREAKERS PROTECTING EMERGENCY LIGHT AND EXIT LIGHT CIRCUITS.

CHARGING STATION SERVICE TO BE SEPARATE METER FROM LIGHT POLE SERVICE BUT MOUNTED IN SIMILAR ENCLOSURE AT SAME LOCATION.



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CLIENT: NINO CUTRARO 586-202-3942  
PROJECT LOCATION: 118 N. COLUMBUS ST. JACKSON  
DATE: 08-26-2019  
SCALE: VARIES

ELECTRICAL PLAN  
DISPENSARY



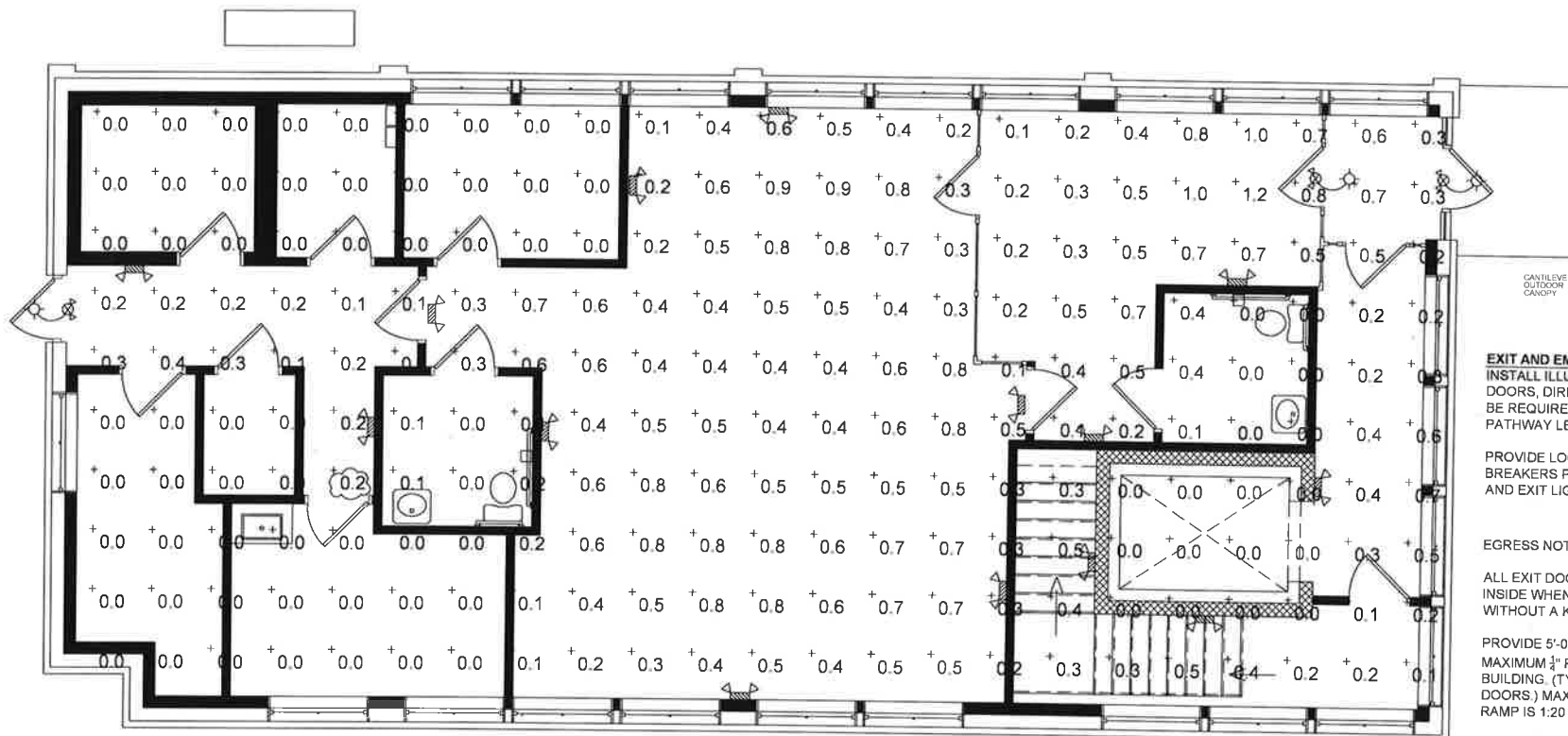
3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-485-1111

Drawn By: M.M.  
Checked By: S.M.  
Approved By: S.M.

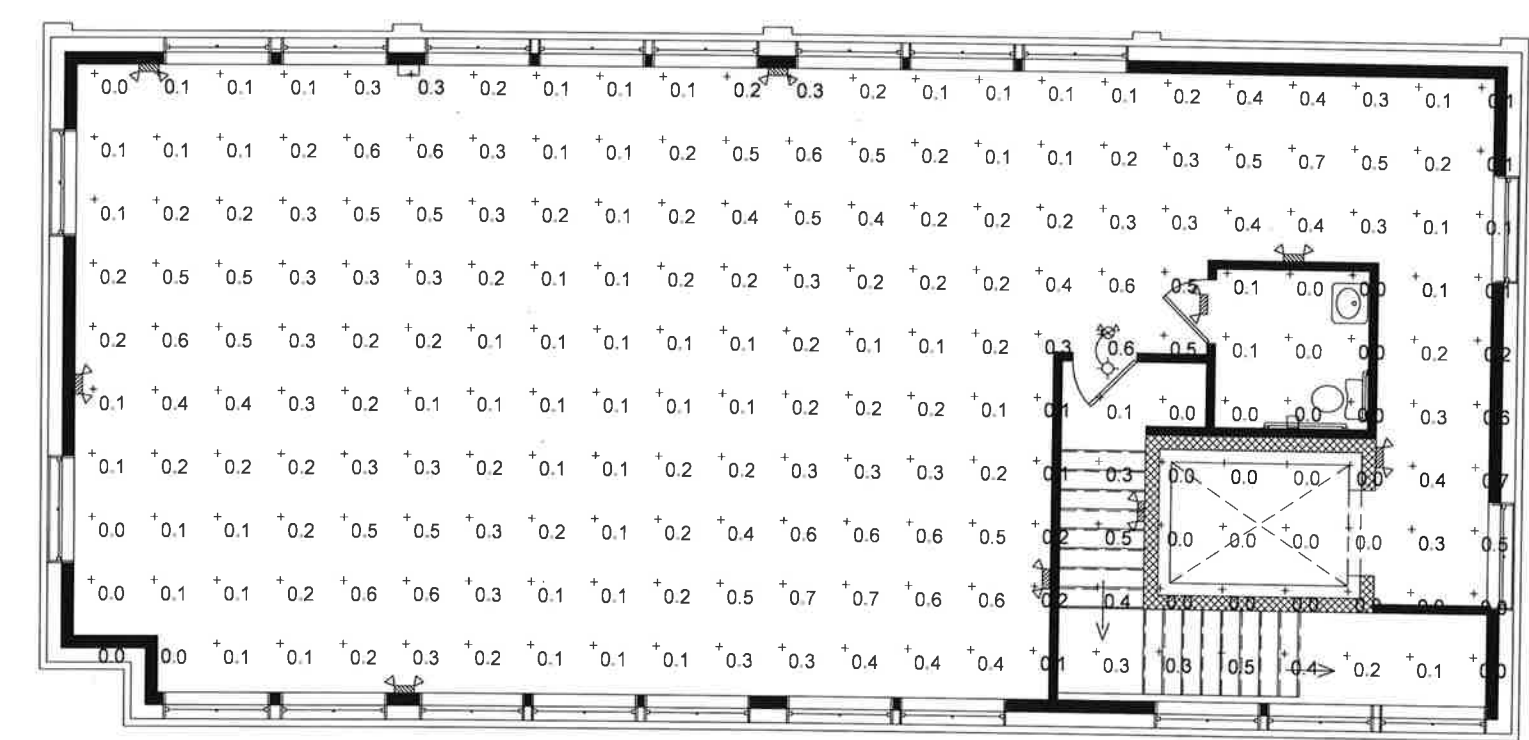
Revisions:	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SI-MONE B. MAURO, P.E. - No. 30562  
GIOVANNI B. MAURO, P.E. - No. 58278  
Job No. 19087



PROPOSED FIRST FLOOR PLAN  
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN- TBD  
SCALE 1/4" = 1'-0"

**EXIT AND EMERGENCY LIGHTING NOTES:**  
INSTALL ILLUMINATED EXIT SIGNS OVER EXIT DOORS, DIRECTIONAL EXIT SIGNS MAY ALSO BE REQUIRED TO PROPERLY IDENTIFY THE PATHWAY LEADING TO THE EXIT ITSELF.

PROVIDE LOCK ON DEVICES ON ALL CIRCUIT BREAKERS PROTECTING EMERGENCY LIGHT AND EXIT LIGHT CIRCUITS.

**EGRESS NOTES:**  
ALL EXIT DOORS MUST BE OPERABLE FROM INSIDE WHEN LOCKED IN ONE MOTION WITHOUT A KEY.

PROVIDE 5'-0" X 6'-0" CLEAR AREA WITH MAXIMUM 1/4" PER FOOT SLOPE AWAY FROM BUILDING. (TYPICAL ALL ALL EGRESS DOORS.) MAXIMUM SLOP ON SIDEWALK RAMP IS 1:20 AND MINIMUM WIDTH IS 5'-0".

FRONT APPROACHES TO PUSH SIDE OF SWINGING DOORS, EQUIPPED WITH A CLOSURE AND LATCH, SHALL HAVE MANEUVERING SPACE THAT EXTENDS 12" X 48" BEYOND THE LATCH SIDE OF THE DOOR.

22 POSITION, SURFACE MOUNTED		PANEL "A"		200 AMP MAIN BREAKER								
		VOLTAGE 120/208V 3 4W										
CKT. #	Ø	LOAD SERVED	LOAD KW						LOAD SERVED	Ø	CKT. #	
			A	B	C	C	B	A				
1	20/1	LIGHTING	1.5			1.5				LIGHTING	20/1	2
3	20/1	LIGHTING		1.5				1.5		LIGHTING	20/1	4
5	20/1	LIGHTING			1.5				0.5	LIGHTING	20/1	6
7	20/1	RECEPTACLES	1.3			1.3				RECEPTACLES	20/1	8
9	20/1	EM. LIGHTS						1.5		EXTERIOR LIGHTS	20/1	10
11	20/1	BUILDING SIGN	1.5						2.4			12
13	20/1	SPARE						2.4		ELEVATOR	20/3	14
15		HVAC	1.83									16
17	20/3	HVAC		1.83					0.05	HUMIDIFIER	20/1	18
19		HVAC			1.83					SPARE		20
21	20/1	SPARE								SPARE		22
23	20/1	SPARE								SPARE	20/1	24
25	20/1	SPARE								SPARE	20/1	26
27	20/1	SPARE								SPARE	20/1	28
29	20/1	SPARE								SPARE	20/1	30
31	20/1	SPARE								SPARE	20/1	32
			6.13	2.33	2.33	5.2	5.4	2.9				

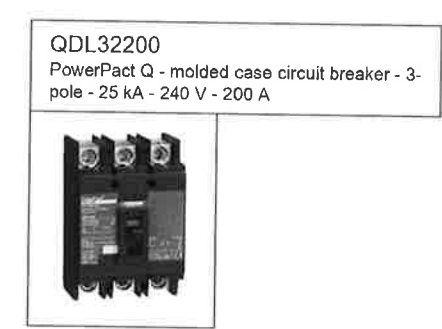
TOTAL CONNECTED LOAD: 24.29 KW X 1000 / 360 = 67.47 AMPS  
CIRCUIT ALL POWER LIGHTS AHEAD OF SWITCH

FIRST FL. LIGHT FIXTURE SCHEDULE				
TAG	MANUFACTURER	TYPE OF FIXTURE	LAMPS	COUNT
F-1	LITHONIA	2X4 LAY-IN	2-40W	22
F-2	LITHONIA	2X2 LAY-IN	2-36W	2
T-1	LITHONIA	TRACK LIGHTS	5-S0W	11
EM-1	LITHONIA	LED EMERGENCY LIGHT	2-2W	21
X-1	LITHONIA	LED EXIT LIGHT	1-1W	3

OWNER TO VERIFY  
LIGHTING CONTROLS PER ASHRAE 90.1, 2013  
GENERAL CONTRACTOR TO PROVIDE TEMPORARY LIGHTING TO MEET CODE REQUIRED. MINIMUM FOR LIFE SAFETY UNTIL TENANT IMPROVEMENT HAVE BEEN COMPLETE.

22 POSITION, SURFACE MOUNTED		PANEL "B"		200 AMP MAIN BREAKER								
		VOLTAGE 120/208V 3 4W										
CKT. #	Ø	LOAD SERVED	LOAD KW						LOAD SERVED	Ø	CKT. #	
			A	B	C	C	B	A				
1	20/1	LIGHTING	1.5			1.5				LIGHTING	20/1	2
3	20/1	LIGHTING		1.5				1.5		LIGHTING	20/1	4
5	20/1	LIGHTING			1.5				0.5	EM / EXIT LIGHTS	20/1	6
7	20/1	RECEPTACLES	1.3			1.3				RECEPTACLES	20/1	8
9	20/1	SPARE								SPARE	20/1	10
11		HVAC			1.83					SPARE	20/1	12
13	20/3	HVAC	1.83							SPARE	20/1	14
15		HVAC		1.83						SPARE	20/1	16
17	20/1	SPARE								SPARE	20/1	18
19	20/1	SPARE								SPARE	20/1	20
21	20/1	SPARE								SPARE	20/1	22
23	20/1	SPARE								SPARE	20/1	24
25	20/1	SPARE								SPARE	20/1	26
27	20/1	SPARE								SPARE	20/1	28
29	20/1	SPARE								SPARE	20/1	30
31	20/1	SPARE								SPARE	20/1	32
			4.63	3.33	3.33	2.8	1.5	0.5				

TOTAL CONNECTED LOAD: 16.09 KW X 1000 / 360 = 44.69 AMPS  
CIRCUIT ALL POWER LIGHTS AHEAD OF SWITCH



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CLIENT: NINO CUTRARO 586-202-3942  
PROJECT LOCATION: 116 N. COLUMBUS ST. JACKSON  
DATE: 08-26-2019  
SCALE: VARIES

ELECTRICAL PLAN  
DISPENSARY



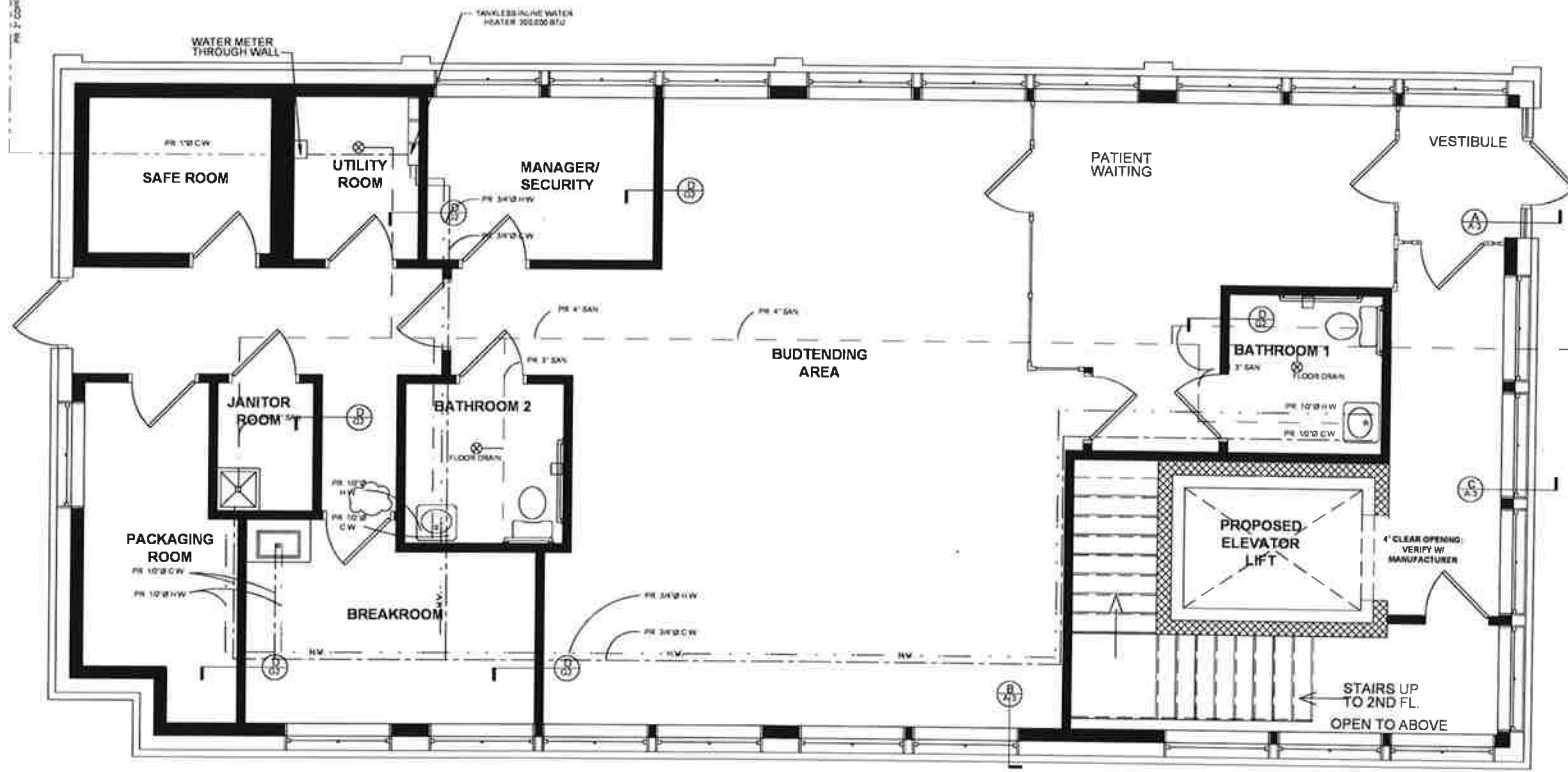
3 WORKING DAYS BEFORE YOU DID CALL MISS DIG

Drawn By: M.M.  
Checked By: S.M.  
Approved By: S.M.

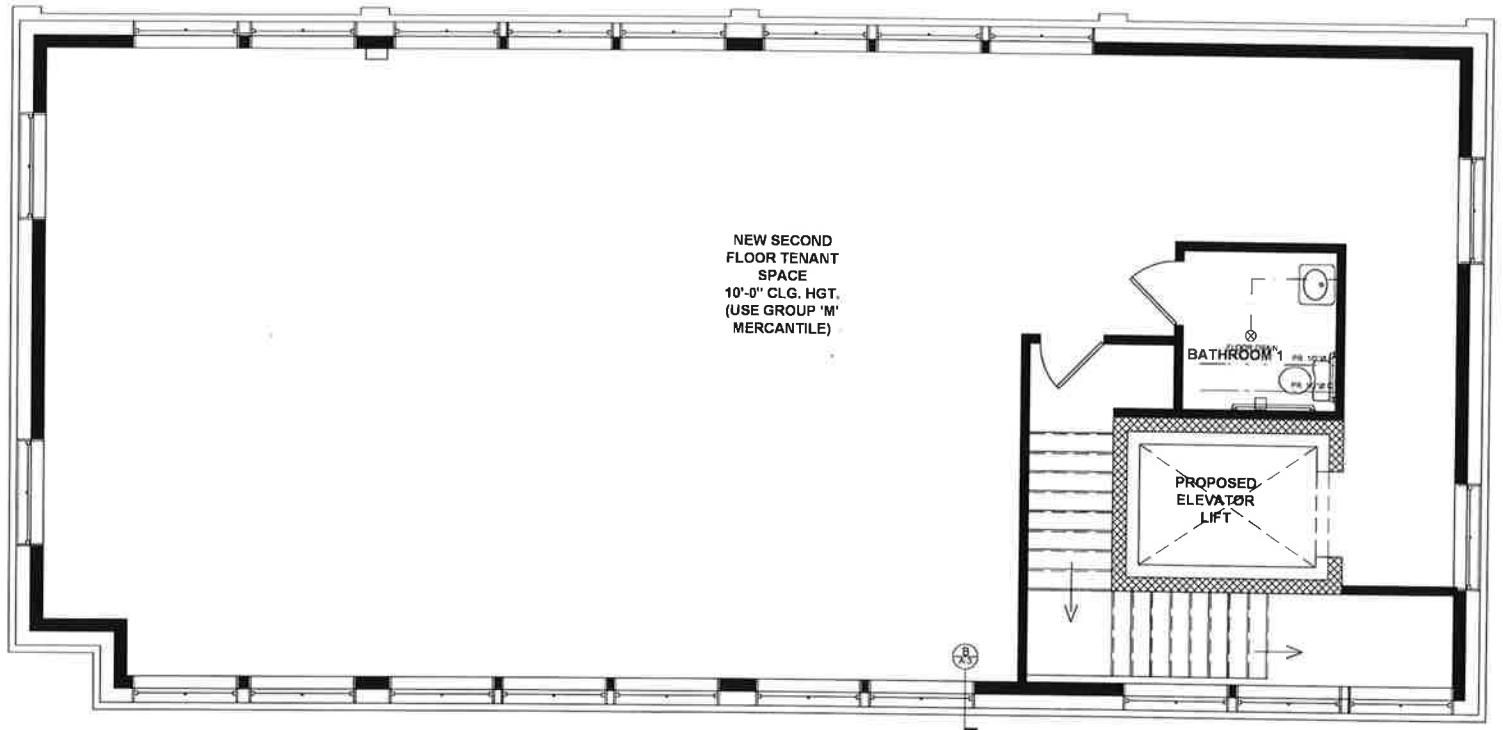
Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 58278  
Job No. 19087



PROPOSED FIRST FLOOR PLAN  
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN - TBD  
SCALE 1/4" = 1'-0"

**LEGEND**

- PR. SANITARY
- PR. HOT WATER
- PR. COLD WATER
- EX. COPPER LINE
- EX. GAS

EX. 4" UNDERGROUND SANITARY LINE  
:VERIFY LOCATION IN FIELD

**WORK TO BE DONE IN ACCORDANCE TO 2018 MPC**

**NOTES:**  
FURNISH ALL LABOR EQUIPMENT AND MATERIALS TO PROVIDE A COMPLETE SYSTEM OF PLUMBING, SEWERS, WATER PIPING, ECT. ALL PLUMBING MATERIALS AND WORKMANSHIP SHALL CONFORM TO ALL STATE AND LOCAL CODES.

ALL PIPING IS SHOWN DIAGRAMMATICALLY ONLY. EXACT LOCATION WILL BE DETERMINED AT THE JOB SITE.

PITCH ALL DRAIN LINES 2" OR LESS MINIMUM 1/8" PER FOOT.  
PITCH ALL DRAIN LINES 2" TO 6" MINIMUM 1/8" PER FOOT.

ALL PLUMBING SHALL BE CONCEALED UNLESS OTHERWISE NOTED.

ALL ELEVATIONS SHALL BE VERIFIED AT THE JOB SITE.

ALL WATER PIPING SHALL BE INSTALLED WITH A PITCH TO THE DRAINS. PLUMBING CONTRACTOR SHALL PROVIDE DRAINOFFS AT ALL LOW POINTS. WATER PIPING SHALL BE GALVANIZED IRON OR TYPE "L" ABOVE GRADE AND TYPE "K" BELOW GRADE COPPER WITH SLOPE ARROWS.

PROVIDE ALL REQUIRED SHUT-OFF VALVES, UNIONS AND FITTINGS.

HOT AND/OR COLD WATER DROPS TO 2 OR MORE FIXTURES SHALL RUN FULL SIZE TO AIR CHAMBERS BEYOND THE FURTHEST FIXTURE BRANCH FROM DROPS. PROVIDE 12" AIR CHAMBERS AT ALL FIXTURES.

ALL HOT AND COLD WATER PIPING TO BE INSULATED, WRAP DOMESTIC COLD WATER WITH ANTI-SWEAT TAPE.

ALL PLUMBING AND SEWER TRENCHING, BACKFILLING AND SPECIAL CUTTING SHALL BE BY THIS CONTRACTOR. INTERIOR TRENCHED SHALL BE BACKFILLED WITH SAND. EXTERIOR TRENCHES, WHEN COMPLETED SHALL HAVE THE SAME LOAD BEARING CAPACITY AS ADJACENT GRADES.

ALL WATER AND SOIL PIPING SHALL BE GALVANIZED OR CAST IRON WHERE SUSPENDED, CAST IRON WHERE UNDERGROUND (PVC ACCEPTABLE WHERE CODE PERMITS). VITRIFIED CLAY PIPE 5'-0" FROM BUILDING.

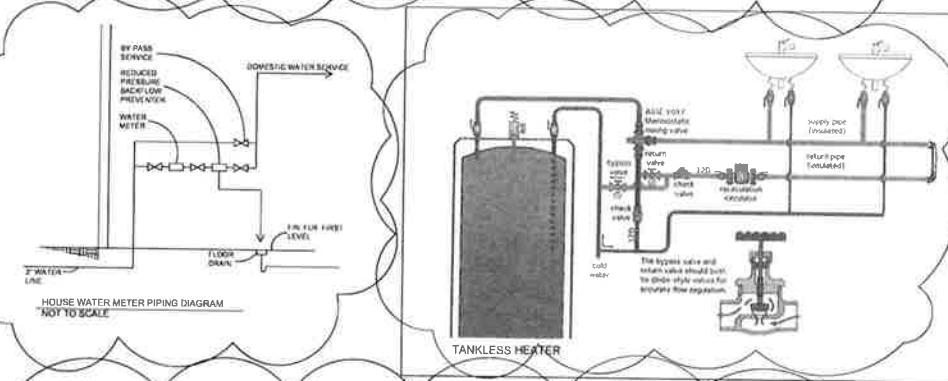
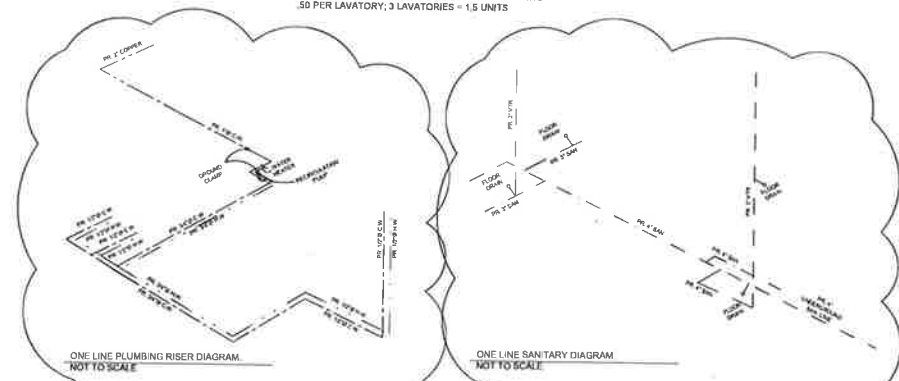
ALL PIPING ABOVE CEILING TO BE NON-COMBUSTIBLE MATERIAL.

THIS CONTRACTOR SHALL GUARANTEE THAT ALL THE EQUIPMENT, MATERIALS AND WORKMANSHIP SHALL BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE.

**PLUMBING FACILITIES:**  
UNSEX: 3 WATER CLOSETS  
3 LAVATORIES  
1 SERVICE SINK

**DRAINAGE FIXTURE UNITS:**  
4 PER WATER CLOSURE; 3 WATER CLOSURES = 12 UNITS  
1 PER LAVATORY; 3 LAVATORIES = 3 UNITS  
2 PER FLOOR DRAIN; 3 FLOOR DRAINS = 6 UNITS

**WATER SUPPLY FIXTURE UNITS:**  
6 PER WATER CLOSURE; 3 WATER CLOSURES = 18 UNITS  
50 PER LAVATORY; 3 LAVATORIES = 15 UNITS



BRAND	SKU	CIRCULATOR PUMP	MAX. PRESSURE	CONNECTION
BELL & GOSSETT	102213LF	1/6 HP, HV BNF1 BRONZE CIRULATOR PUMP	125 PSI	FLANGED

BRAND	BACKFLOW PREVENTER MODEL	MAX. PRESSURE	CONNECTION TYPE
WATTS	2" LEAD FREE BRONZE RPZ (LF009M2QT)	175 PSI	FEMALE THREADED

**WATER HEATER SCHEDULE**

MARK	BTUH	MINIMUM FLOW RATE	VENT	MAKE/MODEL	REMARKS
WH	200,000	0.6 GPM	DIRECT	TAKAGI TK-310U-OWNER VERIFY	WALL MOUNTED

**PLUMBING FIXTURE SCHEDULE**

MARK	DESCRIPTION	SorW	Vent	Trap	CW	HW	Quantity	Remarks
WC-1	Water closet: floor mounted siphon jet American standard "moderna" model no. 2305.100 with olsonite#95 open front seat, sloan "optima" flushometer. color by owner	3"	2"	-	1"	-	3	Floor Mounted
FD-1	Floor drain: zum model no. zb-415 floor drain dura coated cast iron body with adjustable collar, type 'b' nicked bronze strainer. provide trap primer connection.	3"	3"	-	-	-	3	Floor Mounted
LAV-1	Lavatory: counter mounted, Kohler "Pennington" model no. K-K-2196 w/American standard "Innsbrook" electronic faucet model no. 6058.202	2"	2"	2"	1/2"	3/2"	3	Counter Mounted
SS-1	Service sink - floor mounted	2"	2"	2"	1/2"	3/2"	1	Floor Mounted

FIXTURES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF "THE BARRIER-FREE DESIGN REQUIREMENTS OF THE MICHIGAN CONSTRUCTION CODE"

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CLIENT: NINO CUTRARO  
586-202-3942

PROJECT LOCATION: 118 N. COLUMBUS ST. JACKSON

DATE: 08-26-2019

SCALE: VARIES

PLUMBING PLAN  
DISPENSARY



Drawn By: M.M.  
Checked By: S.M.  
Approved By: S.M.

**Revisions:**

Revisions	Date	By
Per Client	2019-11-22	M.M.
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Per Layout	2019-12-17	M.M.
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Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 58276

Job No. 19087

Sheet No. P1 OF P1

# 118 N. Columbus St. - Site Plan

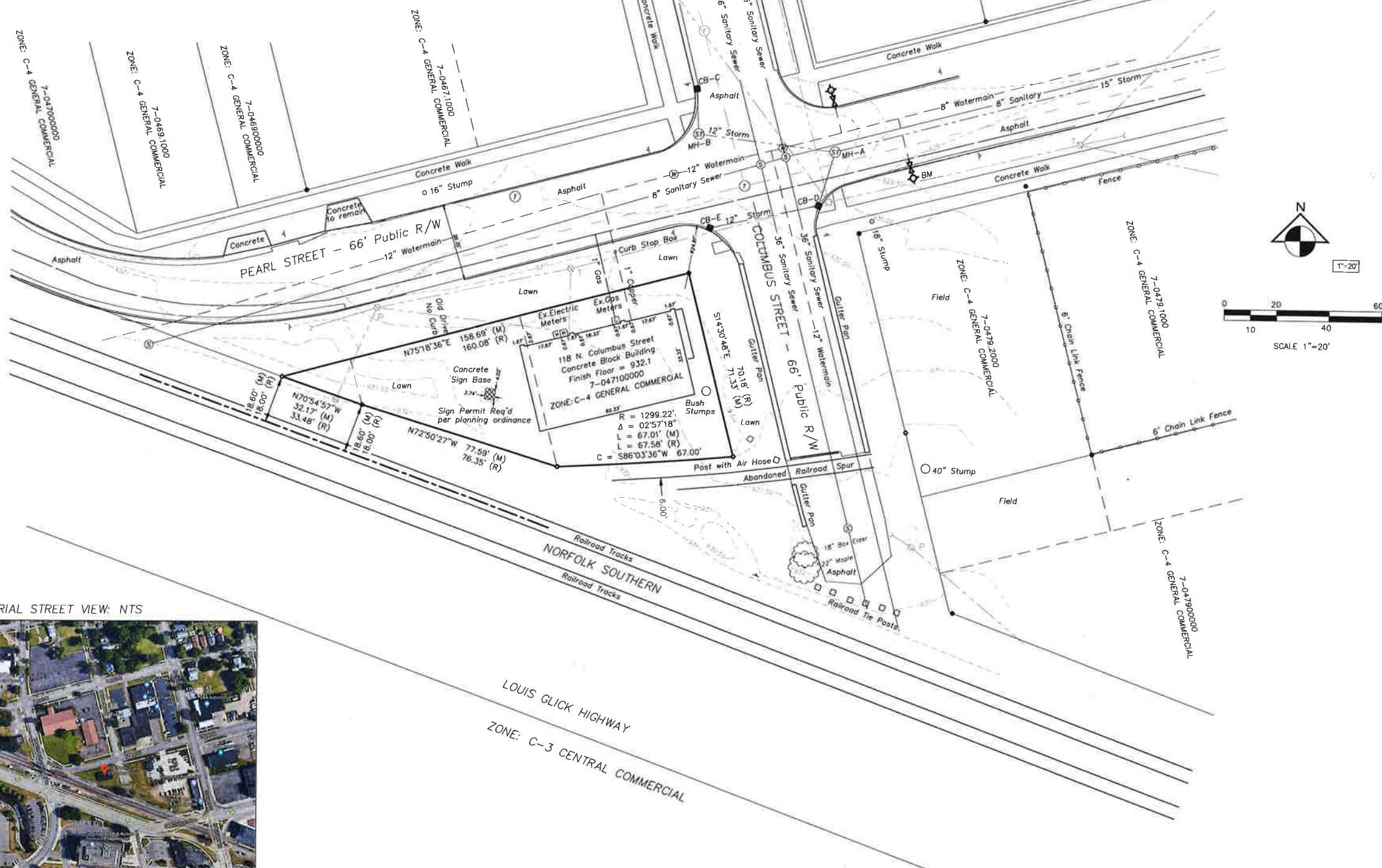
## CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

**Legal Description - Liber 2033, Page 890, Jackson County Records**  
 Land in City of Jackson, Jackson County, Michigan described as:  
 All that certain piece or parcel of land being a part of Lots 2, 3, and 6, Block 26, 1st & 2nd Extension, City of Jackson, Michigan according to the recorded plat thereof, as recorded in Liber 1 of Plans, Page 3, Jackson County Records, more particularly described as follows: Beginning at the intersection of the Southern line of Pearl Street with the most Westerly line of Columbus Street, thence South along the Westerly line of Columbus Street a distance of 76.18 feet, more or less, to a point which is 6 feet, measured at right angles from the area east of the Michigan Central Railroad Company's Northern side track known as its North Team Track; thence Westerly parallel to and at an equal distance from said track a distance of 57.58 feet, more or less to a point on the Westerly line of Lot 2, Block 26, in said 1st & 2nd Extension, thence North along said Lot 2, Block 26, a distance of 76.35 feet, more or less to a point on the Westerly line of said Lot 3, which is 18 feet North, measured at right angles, from the centerline of the Michigan Central Railroad Company's most Northern track at that point, thence North easterly across the Northern part of Lot 6, Block 26 of said 1st & 2nd Extension, a distance of 31.48 feet, more or less to a point on the Southern line of Pearl Street which is 18 feet, measured at right angles, from the exterior of said most Northern track at that point; thence Easterly along the Southern line of Pearl Street, a distance of 160.08 feet, more or less, to the place of beginning.

**PROXIMITY TO SECTION CORNER:**  
 APPROX. 316 FEET WEST, THENCE 441 FEET SOUTH TO  
 SOUTHWEST QUARTER OF SECTION 35.



LOCATION MAP  
NOT TO SCALE

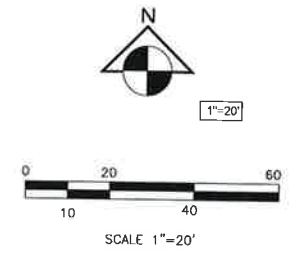


**LEGEND**

- Found Iron
- ⊕ Set Rebar & Cap "ALS 35998"
- ⊙ Storm Manhole
- ⊙ Catchbasin
- ⊙ Telephone Manhole
- ⊙ Water Manhole
- ⊙ Sanitary Manhole
- Clean Out
- ⊙ Post
- Storm Sewer
- Sanitary Sewer
- Water Main
- Telephone Lines - Underground
- Hydrant
- Valve
- Telephone Pole
- Power Pole
- Light Pole
- Guy Anchor
- Gas Main
- Overhead Utility Lines
- Fence Line

**CASTING CHART**

Structure	Rim	Inverts
Storm MH-A	929.65	15" ENE - 924.80
		12" WNW - 925.10
		12" SW - 924.84
Storm MH-B	929.84	12" ESE - 926.93
		10" N - 926.86
CB-C	929.54	10" S - 927.04
CB-D	929.45	12" NE - 925.60
		12" WSW - 926.14
CB-E	929.63	12" ENE - 926.53
San. MH-1	930.01	36" N-S - 919.90
San. MH-2	930.13	36" N-S - 914.48
San. MH-3	931.83	36" N-S - 919.58



Benchmark: 931.09 NAVD88  
 Top of Southeast Flange Bolt of Hydrant on Southeast side of the intersection of Pearl Street and Columbus Street.

**ZONING CLASSIFICATION**  
 C-4 GENERAL COMMERCIAL

- DRAWING INDEX**
1. TOPOGRAPHICAL SURVEY
  2. REMOVAL PLAN
  3. SITE PLAN
  4. GRADING & DRAINAGE PLAN
  5. LANDSCAPE PLAN

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO  
 PROJECT LOCATION: JACKSON, MI  
 DATE: AUGUST 2019  
 SCALE: 1"=20'

118 N. COLUMBUS ST.  
 TOPOGRAPHICAL SURVEY

**Mauro Engineering**  
 Development & Building Surveying & Civil Engineering Designers • Planners  
 44857 HURON ROAD, SUITE 100, JACKSON, MI 48615  
 TEL: (517) 242-2620 FAX: (517) 242-2621  
 WWW.MAUROENGINEERING.COM

BEFORE YOU DIG CALL MISS DIG

Drawn By:	M.M.
Checked By:	S.M.
Approved By:	S.M.

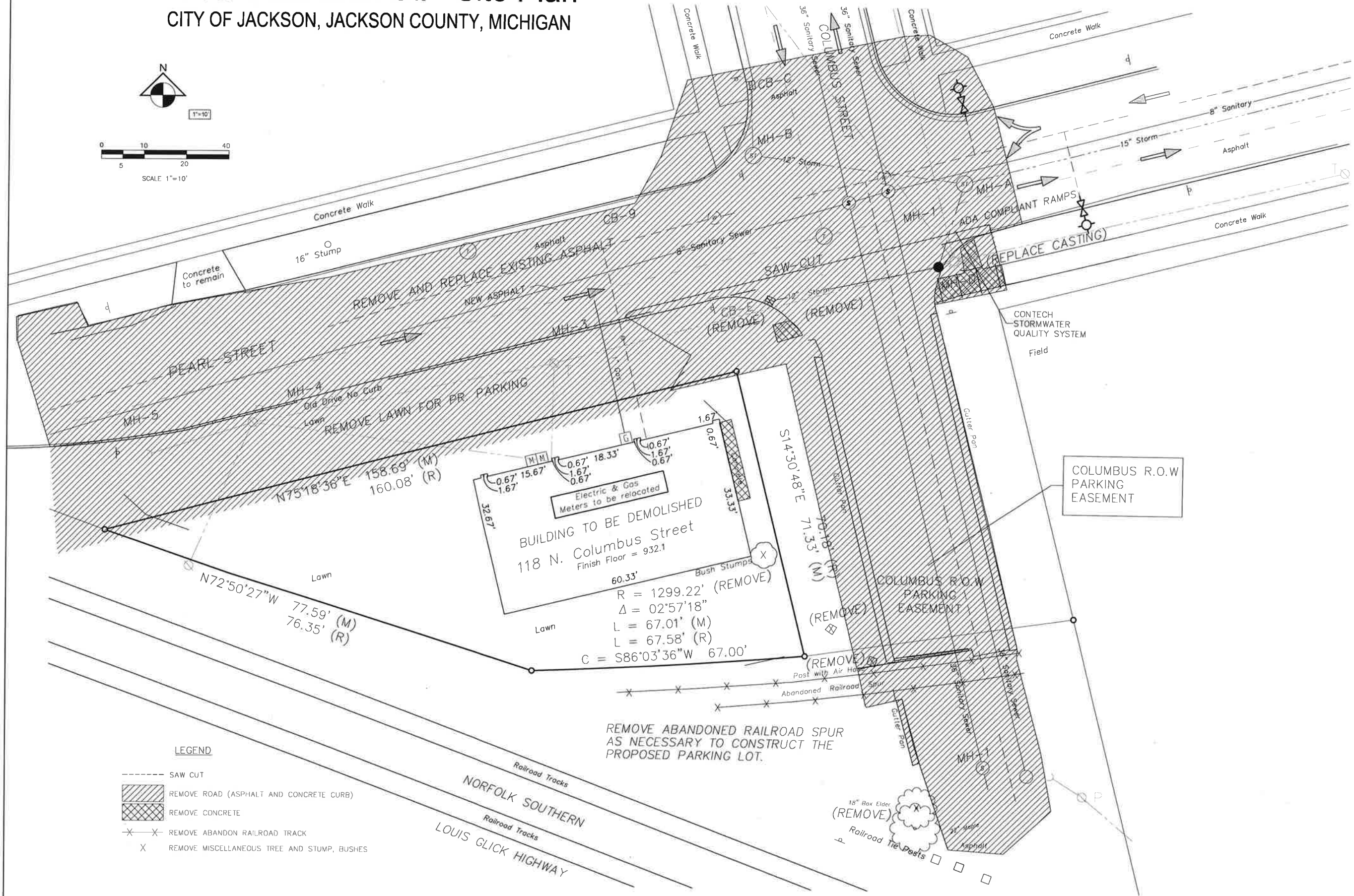
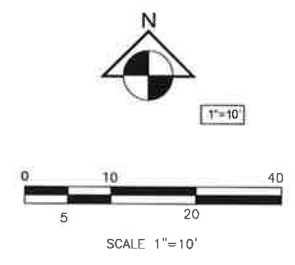
Revisions:	Date:	By:
Per Client	2019-11-22	M.M.
Per Comments	2019-12-08	A.B.
Per Comments	2020-01-07	A.S./M.
Per Comments	2020-01-17	A.S.G./M.
Revised Detail	2020-01-20	A.B.

STATE OF MICHIGAN  
 SIMONE B. MAURO, P.E. - No. 30592  
 GIOVANNI B. MAURO, P.E. - No. 58276  
 Job No. 19-087  
 Sheet No. C-1 OF C-9



# 118 N. Columbus St. - Site Plan

## CITY OF JACKSON, JACKSON COUNTY, MICHIGAN



- LEGEND**
- SAW CUT
  - [Hatched Box] REMOVE ROAD (ASPHALT AND CONCRETE CURB)
  - [Cross-hatched Box] REMOVE CONCRETE
  - X--- REMOVE ABANDON RAILROAD TRACK
  - X REMOVE MISCELLANEOUS TREE AND STUMP, BUSHES

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CLIENT	NINO CUTRARO
PROJECT LOCATION	JACKSON, MI
DATE	AUGUST 2019
SCALE	1:10

118 N. COLUMBUS ST.  
REMOVAL PLAN

**Mauro Engineering**  
Civil Engineering Services  
4887 JAMES EARL SMITH TOWNSHIP, MI 48315  
P.O. BOX 118, JACKSON, MI 48451  
WWW.MAUROENGINEERING.COM

**BEFORE YOU DIG CALL MISS DIG**  
1-800-487-1118  
120 HOURS THE LOCATION OF UNDERGROUND UTILITIES

Revisions	Date	By
Per Client	2019-11-02	MJM
Per Comments	2019-12-09	AS
Per Comments	2020-01-07	AS/MJM
Per Comments	2020-01-17	AS/MJM
Revised Details	2020-01-20	AS



SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 58278  
Job No. **19-087**  
Sheet No. **C-2 OF C-9**

# 118 N. Columbus St. - Site Plan

CITY JACKSON, JACKSON COUNTY, MICHIGAN

## PARCEL COVERAGE CALCULATIONS

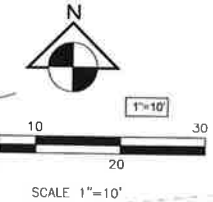
EXISTING = 1,918 SQUARE FOOT BUILDINGS / 7,016 SQUARE FOOT PARCEL = 27.3%  
 PROPOSED = 2,418 SQUARE FOOT BUILDINGS / 7,016 SQUARE FOOT PARCEL = 34.5%  
 7,016 S.F. OF LAND = 0.161 ACRES

## PARKING REQUIREMENTS:

- 1 SPACE PER 150 SQ.FT OF GFA,
- 1 SPACE FOR EACH 2.5 SEATS OF ON-SITE SEATING, AND
- 1 SPACE PER EACH EMPLOYEE BASED ON PEAK SHIFT

MEDICAL MARIHUANA PROVISIONING CENTER = 2,418 S.F. / 150 = 17 SPACES REQUIRED  
 ON-SITE SEATING = 10 SEATS - 4 SPACES REQUIRED  
 EMPLOYEES @ PEAK SHIFT = 6 - 6 SPACES REQUIRED  
 27 TOTAL SPACES REQUIRED

- 17 = REGULAR PARKING SPACES PROVIDED
  - 2 = ADA PARKING SPACES PROVIDED
  - 9 = ANGLED STREET PARKING SPACES PROVIDED
  - 3 = OFFSTREET PARKING SPACES PROVIDED
  - 31 = TOTAL PARKING SPACES PROVIDED
- ALL REGULAR PARKING SPACES ARE 18.5' LONG BY 9' WIDE  
 TYPE M-1 MDOT  
 APRON DETAIL  
 SEE SHEET C-8



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CLIENT: NINO CUTRARO  
 PROJECT LOCATION: JACKSON, MI  
 DATE: AUGUST 2018  
 SCALE: 1:10

118 N. COLUMBUS ST.  
 SITEPLAN

Sign Permit Req'd per zoning ordinance

ALL SIGNS ARE PERMITTED THROUGH SEPARATE SIGN PERMIT APPLICATION. PLANNING COMMISSION REVIEW NOT REQUIRED FOR WALL AND MONUMENT SIGNS IN THIS ZONING DISTRICT.

## SETBACKS

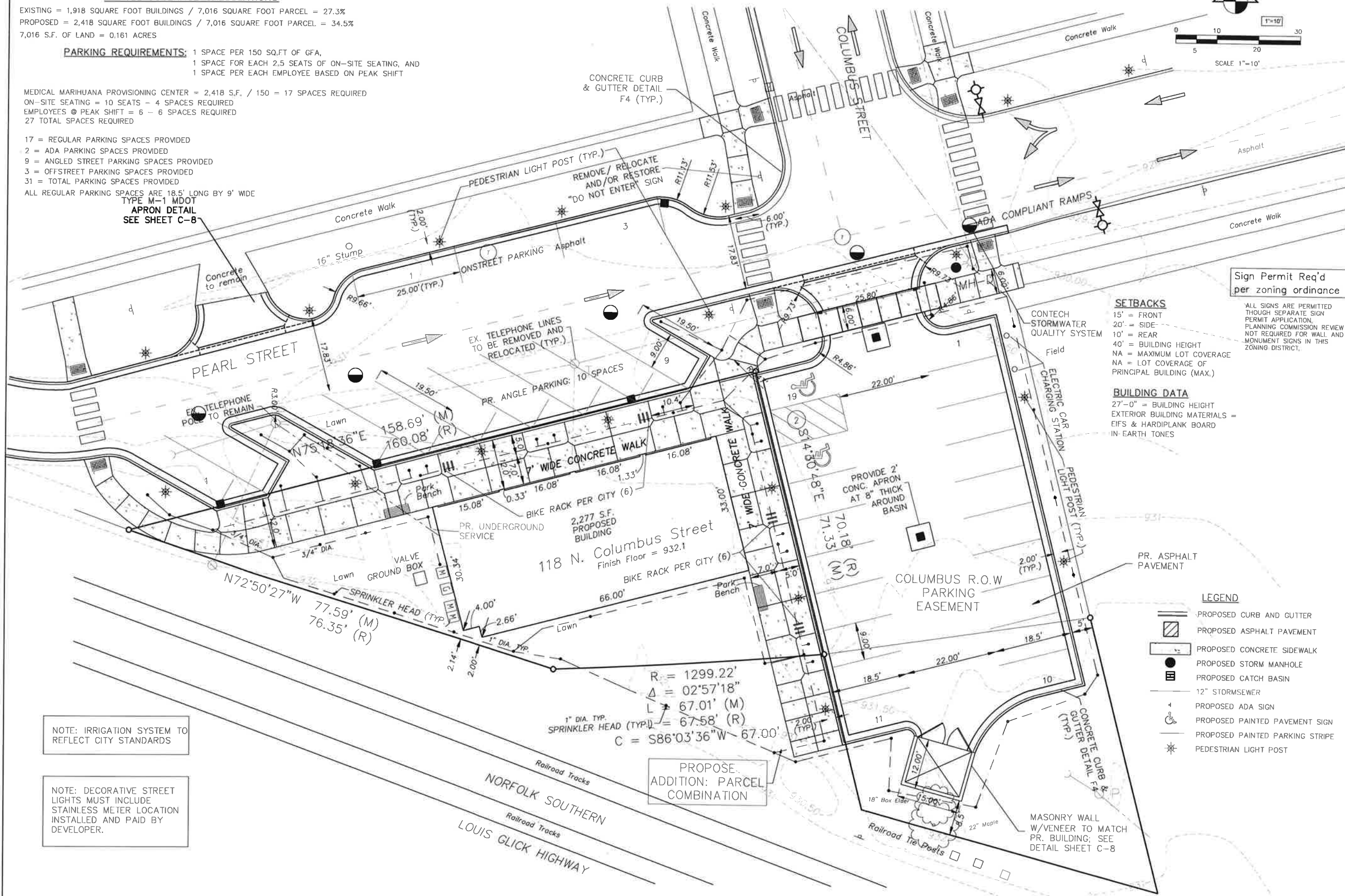
- 15' = FRONT
- 20' = SIDE
- 10' = REAR
- 40' = BUILDING HEIGHT
- NA = MAXIMUM LOT COVERAGE
- NA = LOT COVERAGE OF PRINCIPAL BUILDING (MAX.)

## BUILDING DATA

27'-0" = BUILDING HEIGHT  
 EXTERIOR BUILDING MATERIALS = EIFS & HARDPLANK BOARD IN-EARTH TONES

## LEGEND

- PROPOSED CURB AND GUTTER
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- 12" STORMSEWER
- PROPOSED ADA SIGN
- PROPOSED PAINTED PAVEMENT SIGN
- PROPOSED PAINTED PARKING STRIPE
- PEDESTRIAN LIGHT POST



NOTE: IRRIGATION SYSTEM TO REFLECT CITY STANDARDS

NOTE: DECORATIVE STREET LIGHTS MUST INCLUDE STAINLESS METER LOCATION INSTALLED AND PAID BY DEVELOPER.

PROPOSE ADDITION: PARCEL COMBINATION

**Mauro Engineering**  
 Development & Building  
 4865 WALKER ROAD, SUITE 1000, JACKSON, MI 48315  
 PH: (517) 247-2000  
 VISIT US AT: WWW.MAUROENG.COM

BEFORE YOU DIG CALL MISS DIG

Drawn By:	M.M.
Checked By:	SITE PLAN
Approved By:	S.M.

Revisions	Date	By
Per Comm	2019-11-22	M.M.
Per Comm	2019-12-09	A.S.
Per Comm	2020-01-07	A.S.M.M.
Per Comm	2020-01-17	A.S.M.M.
Revised Detail	2020-01-30	A.S.



SIMONE B. MAURO, P.E. - No. 30592  
 GIOVANNI B. MAURO, P.E. - No. 58276  
 Job No: 19-087  
 Sheet No: C-3 OF C-9

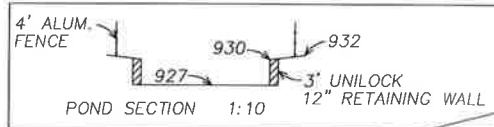
# 118 N. Columbus St. - Site Plan

## CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

### LEGEND

- PROPOSED CURB AND GUTTER
- PROPOSED 6" CONCRETE SIDEWALK
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED STORM SEWER
- 932.00 x PROPOSED ELEVATION
- PROPOSED PAINTED PAVEMENT SIGN
- PROPOSED PAINTED PARKING STRIPE
- PEDESTRIAN LIGHT POST

**REQUIRED STORAGE & DISCHARGE CALC (SEE DETAIL SHEET 7)**  
 REQUIRED DISCHARGE = 0.28 CFS, REQUIRED STORAGE = 1,027.9 FT<sup>3</sup>  
**STORMWATER STORAGE**  
 VOLUME: 638 FT SQ. X 3 = 1,914 CUBIC FEET > 1,027.9 OK  
**UNDERGROUND DETENTION STORAGE QUANTITIES**  
 FIRST FLUSH STORAGE FROM 927.00 TO 930.00  
 VOLUME = 1,914 CUBIC FEET OF STORAGE  
 TOTAL STORAGE = 1,914 CUBIC FEET

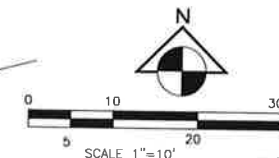


### PROVIDED DISCHARGE:

ELEVATION	DISCHARGE (cfs)
928.00	0.181
927.00	0.153
926.00	0.108
925.00	

Q = C \* A \* (2 \* G \* H)<sup>1/2</sup>  
 C = 0.62  
 G = 32.2  
 Area = 0.021 2" restrictor

TYPE M-1 MDOT APRON DETAIL SEE SHEET C-8



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CLIENT: NINO CUTRARO  
 PROJECT LOCATION: JACKSON, MI  
 DATE: AUGUST 2019  
 SCALE: 1:10

118 N. COLUMBUS ST.  
 GRADING / DRAINAGE PLAN

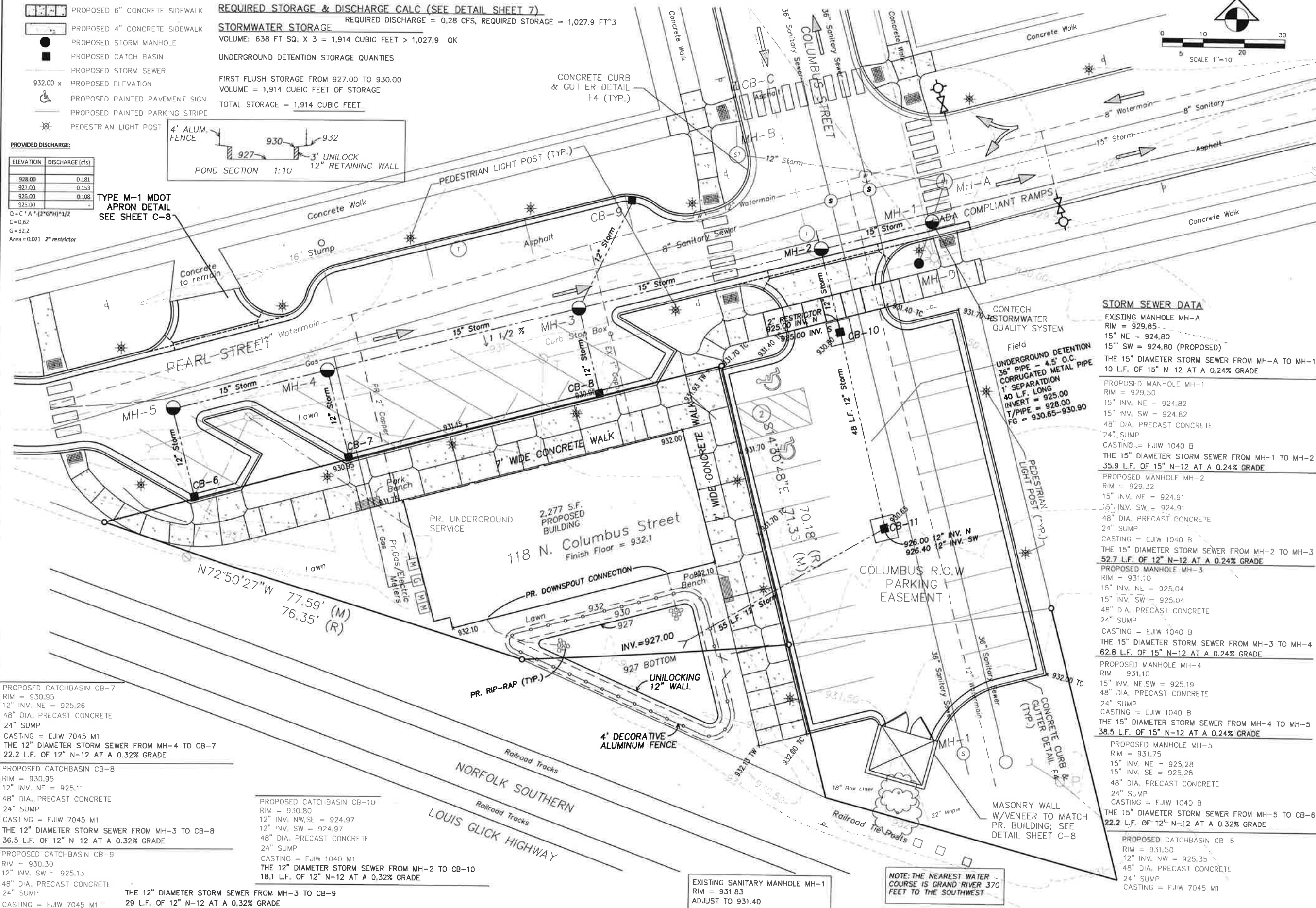
Mauro Engineering  
 Development & Building Surveying & Civil Engineering Designers & Planners  
 4805 AVES ROAD, SUITE 1000, JACKSON, MI 48313  
 TEL: 313.488.9111 FAX: 313.488.9111  
 VISIT US AT: WWW.MAUROENGINEERING.COM



Prepared By: M.M.  
 Checked By: S.M.  
 Approved By: S.M.

Revision	Date	By
Rev 1	2019-11-22	M.M.
Rev 2	2019-12-09	A.S.
Rev 3	2020-01-07	A.S.M.M.
Rev 4	2020-01-17	A.S.M.M.
Rev 5	2020-01-20	A.S.

Job No: 19-087  
 Sheet No: C-4 of C-9



### STORM SEWER DATA

EXISTING MANHOLE MH-A  
 RIM = 929.65  
 15" NE = 924.80  
 15" SW = 924.80 (PROPOSED)  
 THE 15" DIAMETER STORM SEWER FROM MH-A TO MH-1  
 10 L.F. OF 15" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-1  
 RIM = 929.50  
 15" INV. NE = 924.82  
 15" INV. SW = 924.82  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 1040 B  
 THE 15" DIAMETER STORM SEWER FROM MH-1 TO MH-2  
 35.9 L.F. OF 15" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-2  
 RIM = 929.32  
 15" INV. NE = 924.91  
 15" INV. SW = 924.91  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 1040 B  
 THE 15" DIAMETER STORM SEWER FROM MH-2 TO MH-3  
 52.7 L.F. OF 15" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-3  
 RIM = 931.10  
 15" INV. NE = 925.04  
 15" INV. SW = 925.04  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 1040 B  
 THE 15" DIAMETER STORM SEWER FROM MH-3 TO MH-4  
 62.8 L.F. OF 15" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-4  
 RIM = 931.10  
 15" INV. NE, SW = 925.19  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 1040 B  
 THE 15" DIAMETER STORM SEWER FROM MH-4 TO MH-5  
 38.5 L.F. OF 15" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-5  
 RIM = 931.75  
 15" INV. NE = 925.28  
 15" INV. SE = 925.28  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 1040 B  
 THE 15" DIAMETER STORM SEWER FROM MH-5 TO CB-6  
 22.2 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-6  
 RIM = 930.95  
 12" INV. NE = 925.26  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 7045 M1  
 THE 12" DIAMETER STORM SEWER FROM MH-4 TO CB-7  
 22.2 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-7  
 RIM = 930.95  
 12" INV. NE = 925.11  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 7045 M1  
 THE 12" DIAMETER STORM SEWER FROM MH-3 TO CB-8  
 36.5 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-8  
 RIM = 930.80  
 12" INV. NW, SE = 924.97  
 12" INV. SW = 924.97  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 1040 M1  
 THE 12" DIAMETER STORM SEWER FROM MH-2 TO CB-10  
 18.1 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-9  
 RIM = 930.30  
 12" INV. SW = 925.13  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 7045 M1  
 THE 12" DIAMETER STORM SEWER FROM MH-3 TO CB-9  
 29 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-10  
 RIM = 930.80  
 12" INV. NW, SE = 924.97  
 12" INV. SW = 924.97  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 1040 M1  
 THE 12" DIAMETER STORM SEWER FROM MH-2 TO CB-10  
 18.1 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-11  
 RIM = 931.10  
 12" INV. N = 926.40  
 12" INV. SW = 926.40  
 48" DIA. PRECAST CONCRETE  
 24" SUMP  
 CASTING = EJIW 1040 B  
 THE 15" DIAMETER STORM SEWER FROM MH-2 TO MH-3  
 52.7 L.F. OF 15" N-12 AT A 0.24% GRADE

EXISTING SANITARY MANHOLE MH-1  
 RIM = 931.83  
 ADJUST TO 931.40

NOTE: THE NEAREST WATER COURSE IS GRAND RIVER 370 FEET TO THE SOUTHWEST

# 118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

## PROPOSED PLANT SCHEDULE

KEY	QUANT	COMMON NAME	BOTANICAL NAME	TYPE	SIZE	ROOT BALL
GT	18	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS "SKYLINE"	ORNAMENTAL TREE	2.5" CALIPER	B&B
TC	14	GREESPIRE LINDEN	TILIA CORDATA 'GREENSPIRE'	ORNAMENTAL TREE	2.5" CALIPER	B&B
AF	3	CELEBRATION MAPLE	ACER X FREEMANII "CELEBRATION"	CANOPY TREE	2.5" CALIPER	B&B
RS	14	KNOCKOUT ROSE	ROSA RADRAZZ "KNOCKOUT"	ORNAMENTAL SHRUB	2 GAL.	CONT.
CA	57	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFOLIA "KARL" FOERSTER"	ORNAMENTAL SHRUB	2.5 GAL.	CONT.
HF	35	FRANCEE HOSTA	HOSTA "FRANCEE"	GROUND COVER	2 GAL.	CONT.
TH	6	ARBORVITAE	THUJA OCCIDENTALIS	ORNAMENTAL SHRUB	6'-8" IN HGT.	CONT.

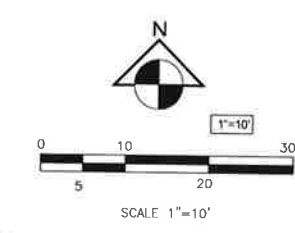
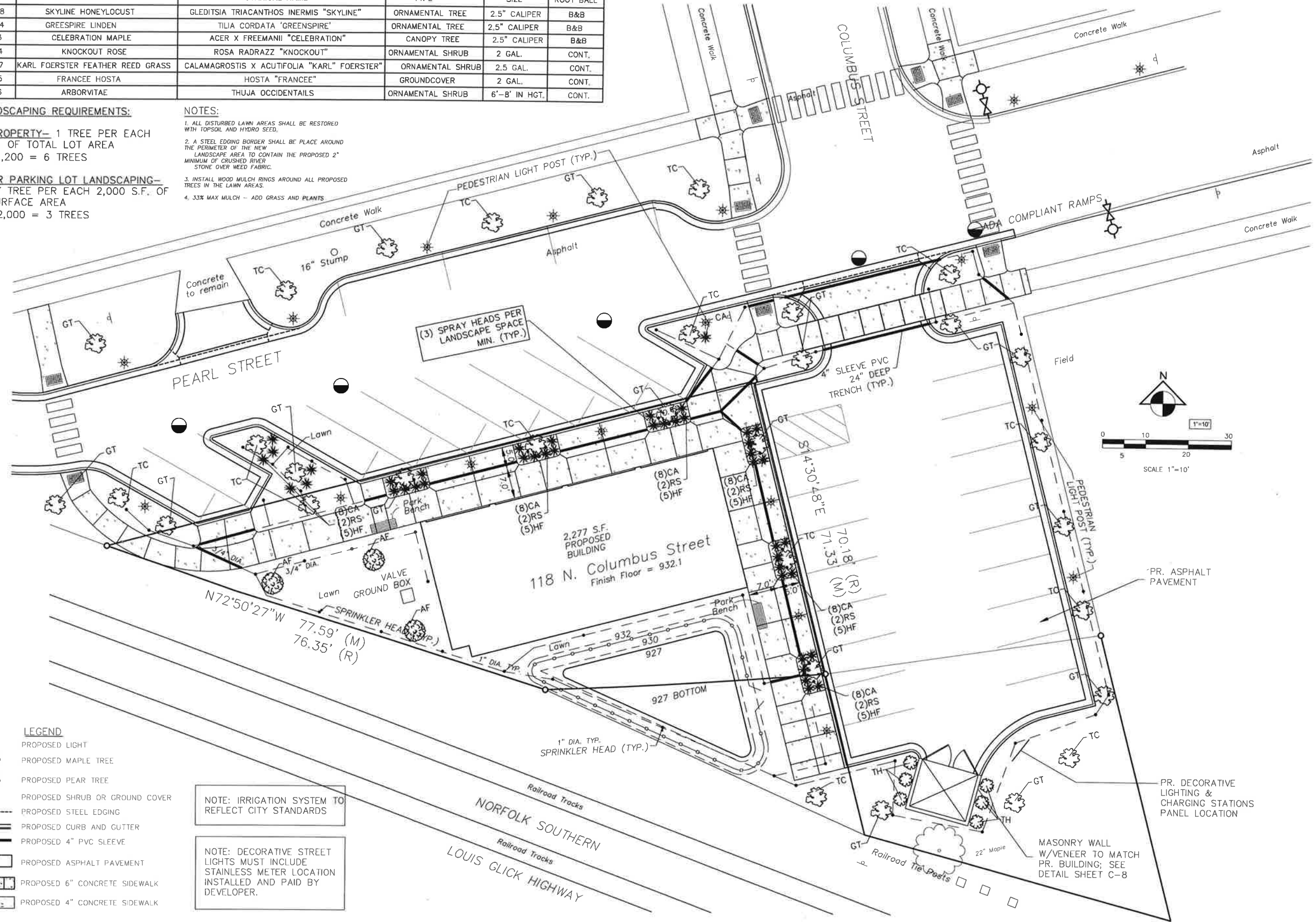
### SITE LANDSCAPING REQUIREMENTS:

**ENTIRE PROPERTY-** 1 TREE PER EACH 1,200 S.F. OF TOTAL LOT AREA  
 $7,016 / 1,200 = 6$  TREES

**PERIMETER PARKING LOT LANDSCAPING-** 1 CANOPY TREE PER EACH 2,000 S.F. OF PAVED SURFACE AREA  
 $5,926 / 2,000 = 3$  TREES

### NOTES:

- ALL DISTURBED LAWN AREAS SHALL BE RESTORED WITH TOPSOIL AND HYDRO SEED.
- A STEEL EDGING BORDER SHALL BE PLACED AROUND THE PERIMETER OF THE NEW LANDSCAPE AREA TO CONTAIN THE PROPOSED 2" MINIMUM OF CRUSHED RIVER STONE OVER WEED FABRIC.
- INSTALL WOOD MULCH RINGS AROUND ALL PROPOSED TREES IN THE LAWN AREAS.
- 33% MAX MULCH - ADD GRASS AND PLANTS



- ### LEGEND
- PROPOSED LIGHT
  - PROPOSED MAPLE TREE
  - PROPOSED PEAR TREE
  - PROPOSED SHRUB OR GROUND COVER
  - PROPOSED STEEL EDGING
  - PROPOSED CURB AND GUTTER
  - PROPOSED 4" PVC SLEEVE
  - PROPOSED ASPHALT PAVEMENT
  - PROPOSED 6" CONCRETE SIDEWALK
  - PROPOSED 4" CONCRETE SIDEWALK

NOTE: IRRIGATION SYSTEM TO REFLECT CITY STANDARDS

NOTE: DECORATIVE STREET LIGHTS MUST INCLUDE STAINLESS METER LOCATION INSTALLED AND PAID BY DEVELOPER.

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO  
 PROJECT LOCATION: JACKSON, MI  
 DATE: AUGUST 2019  
 SCALE: 1/10

118 N. COLUMBUS ST.  
 LANDSCAPE PLAN

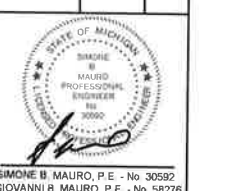
**Mauro Engineering**  
 Development & Building Solutions • Civil Engineers/Designers • Planners

4800 MAURO ROAD, SUITE 100, JACKSON, MI 48419  
 PH: (561) 347-2800 FAX: (561) 347-2811  
 VISIT US AT: WWW.MAUROENGINEERING.COM

BEFORE YOU DIG CALL MISS DIG

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Comments	2019-12-09	A.S.
Per Comments	2020-01-07	A.S./M.M.
Per Comments	2020-01-17	A.S./M.M.
Revised Details	2020-01-20	A.S.

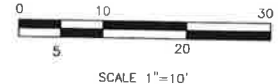
Drawn By: M.M.  
 Checked By: S.M.  
 Approved By: S.M.



SIMONE B. MAURO, P.E. - No. 30592  
 GIOVANNI B. MAURO, P.E. - No. 58276  
 Job No: 19-087  
 Sheet No: C-5 OF C-9

# 118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN



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CLIENT: NINO CUTRARO  
 PROJECT LOCATION: JACKSON, MI  
 DATE: AUGUST 2019  
 SCALE: 1"=20'

118 N. COLUMBUS ST.  
 PHOTOMETRIC PLAN

**Mauro Engineering**  
 Development & Building Services • Civil Engineers, Designers • Planners

4450 WATTS ROAD, SUITE 1000 JACKSON, MI 48315  
 TEL: (517) 242-2900 FAX: (517) 242-2911  
 WWW.US.AE WWW.MAUROENGINEERING.COM

**BEFORE YOU DIG CALL 811**  
 TO FIND OUT THE LOCATION OF UNDERGROUND UTILITIES

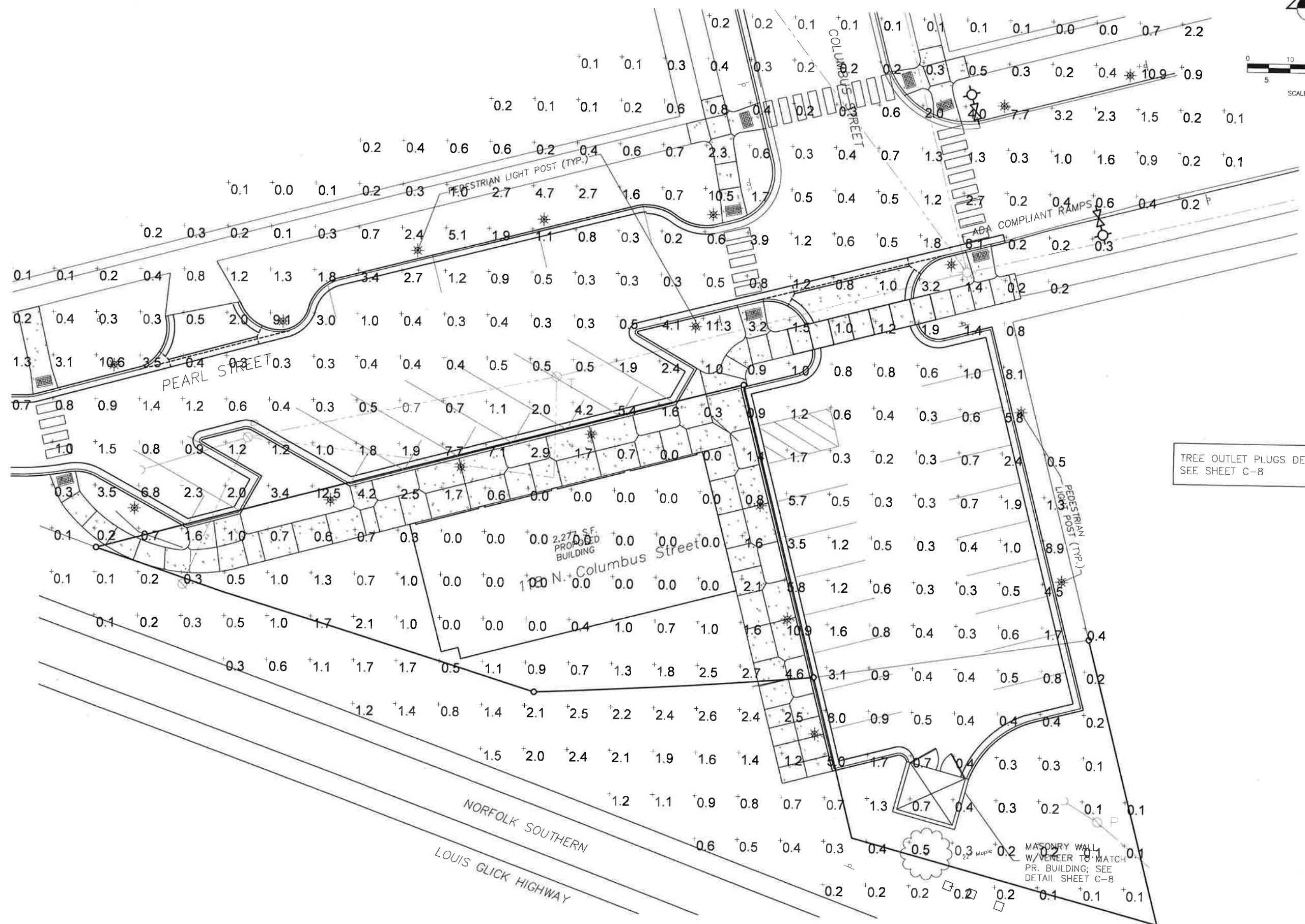
DESIGNED BY: M.M.  
 CHECKED BY: S.M.  
 APPROVED BY: S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Comments	2019-12-09	A.S.
Per Comments	2020-01-07	A.S.M.M.
Per Comments	2020-01-17	A.S.M.M.
Revised Details	2020-01-20	A.S.



SMOKE B. MAURO, P.E. - No. 30592  
 GIOVANNI B. MAURO, P.E. - No. 58278

Job No: **19-087**  
 Sheet No: **C-6 OF C-9**



# 118 N. Columbus St. - Site Plan

## CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

### Contech Detail



MATERIAL LIST PROVIDED BY CONTECH		SITE DESIGN DATA	
COUNT	DESCRIPTION	INSTALLED BY	WATER QUALITY FLOW RATE
1	FIBERGLASS INLET AND CYLINDER	CONTECH	1.07 CFS
1	2400 mesh 1\"/>		

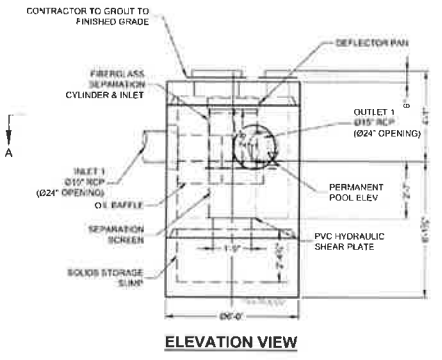
**GENERAL NOTES**

- CONTECH TO PROVIDE ALL WATER QUALITY GUIDELINES UNLESS OTHERWISE SPECIFIED.
- FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. [www.conteches.com](http://www.conteches.com)
- CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFORM STRUCTURE PER THE REQUIREMENTS OF PROJECT.
- STRUCTURE SHALL MEET AASHTO HS 20 LOAD RATING, ASSUMING EARTH COVER OF 0'-2\"/>

**INSTALLATION NOTES**

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE.
- CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLY STRUCTURE.
- CONTRACTOR TO PROVIDE, INSTALL AND GROUT INLET AND OUTLET PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

**STRUCTURE WEIGHT:**  
APPROXIMATE HEAVIEST PICK - 8000 LBS  
STRUCTURE IS DELIVERED IN 3 PIECES  
MAX FOOTPRINT = 6'0\"/>



**CONTECH ENGINEERED SOLUTIONS LLC**  
www.conteches.com

**GDS**  
ENGINEERING

NO. 1197 / NORTH 10

**CDS ESTIMATED NET ANNUAL SOLIDS LOAD REDUCTION**  
BASED ON THE RATIONAL RAINFALL METHOD  
BASED ON AN AVERAGE PARTICLE SIZE OF 110 MICRONS

for SYSTEM: CDS 1

Rainfall Intensity (in/hr)	Percent Rainfall Volume <sup>1</sup>	Cumulative Rainfall Volume	Total Flowrate (cfs)	Removal Efficiency (%)	Incremental Removal (%)
0.02	13.13%	13.13%	0.02	100.00	13.13
0.04	11.38%	24.51%	0.04	100.00	11.38
0.06	10.68%	35.19%	0.06	100.00	10.68
0.08	7.49%	42.68%	0.07	99.84	7.48
0.10	7.01%	49.69%	0.09	99.66	6.97
0.12	5.37%	55.06%	0.11	99.07	5.32
0.14	4.73%	59.79%	0.12	98.69	4.67
0.16	4.13%	63.92%	0.14	98.30	4.06
0.18	3.53%	68.45%	0.16	97.92	3.46
0.20	2.99%	72.44%	0.18	97.53	2.92
0.25	8.50%	75.35%	0.22	96.57	5.31
0.30	4.47%	79.82%	0.27	95.81	4.27
0.35	3.85%	83.67%	0.31	94.65	3.64
0.40	2.16%	85.81%	0.36	93.7	2.0
0.45	2.09%	87.9%	0.40	92.7	1.9
0.50	1.37%	89.27%	0.45	91.8	1.2
0.75	8.07%	94.3%	0.67	86.9	4.4
1.00	2.58%	96.88%	0.89	82.1	2.1
1.50	2.50%	99.4%	1.34	63.9	1.6
2.00	0.51%	99.9%	1.78	47.9	0.2
2.54	0.15%	100.0%	2.26	37.7	0.1
1.20	0.0%	100.0%	1.07	78.3	0.0
					99.20

Removal Efficiency Adjustment<sup>2</sup> = 6.5%  
Predicted % Annual Rainfall Treated = 92.6%  
Predicted Net Annual Load Removal Efficiency = 88.8%

1 - Based on Rainfall Data from DETROIT METRO AP Station  
2 - Reduction due to use of 60-minute data for a site that has a time of concentration less than 30-minutes.

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO  
PROJECT LOCATION: JACKSON, MI  
DATE: AUGUST 2019  
SCALE: VARIES

118 N. COLUMBUS ST.  
STORM MANAGEMENT DETAIL

**Mauro Engineering**  
Development & Building - Civil Engineering - Designers - Planners

4802 WINTERS ROAD, SUITE 1000, TOWNSHIP OF JACKSON, MI 48411  
PH: (517) 747-2800 FAX: (517) 747-2811  
WEBSITE: WWW.MAUROENGINEERING.COM

**BEFORE YOU DIG CALL 811**  
1-800-487-7711  
FOR THE LOCATION OF UNDERGROUND UTILITIES

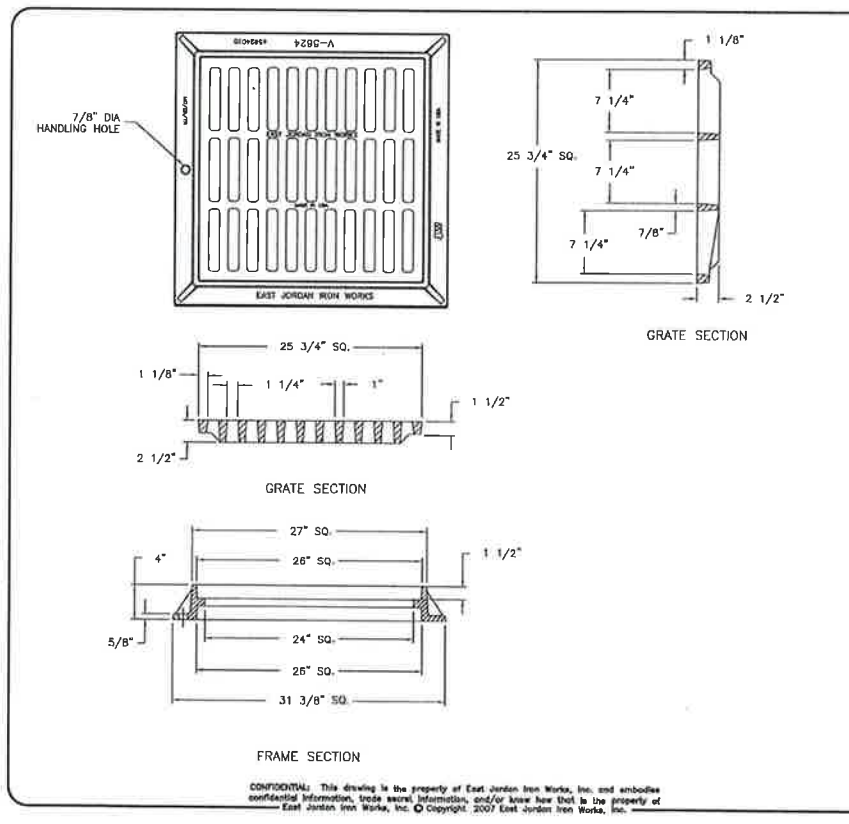
Drawn By: M.M.  
Checked By: S.M.  
Approved By: S.M.

Revisions	Date	By
Per Client	2018-11-22	M.M.
Per Comments	2019-12-09	A.S.
Per Comments	2020-01-07	A.S.G.M.
Per Comments	2020-01-17	A.S.G.M.
Revised Details	2020-01-20	A.S.

STATE OF MICHIGAN  
SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 52726

Job No: 19-087

Sheet No: C-7 OF C-9



**EJW EAST JORDAN IRON WORKS EST. 1883**  
800-626-4653  
www.ejiw.com  
MADE IN USA

PRODUCT NUMBER: 45624002  
CATALOG NUMBER: V-5624 GR, V-5624 FR  
CATCH BASIN ASSEMBLY  
LOAD RATING: HEAVY DUTY  
COATING: UNDIPPED

ESTIMATED WEIGHT:  
GRATE: 163 LBS  
FRAME: 139 LBS  
UNIT: 302 LBS

MATERIAL SPECIFICATION:  
GRATE - GRAY IRON, ASTM A48 CL35B  
FRAME - GRAY IRON, ASTM A48 CL35B

OPEN AREA: 295 SQ INCHES  
DESIGNATES MACHINED SURFACE

DRAWN: SBB, DATE: 03/02/02  
LAST REVISED: JJD, DATE: 06/20/08

REFERENCE INFORMATION:  
45624030  
45624010

**Project Name:** Jackson MI - 118 Columbus St. Dispensary  
**Site Location:** 118 N. Columbus Street

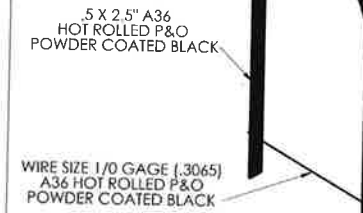
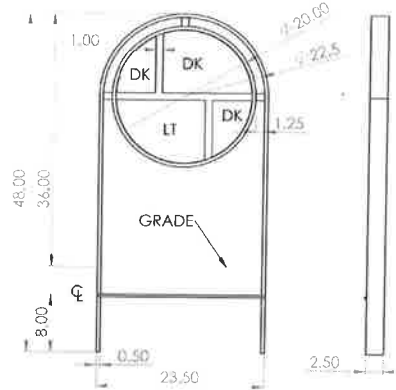
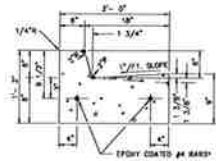
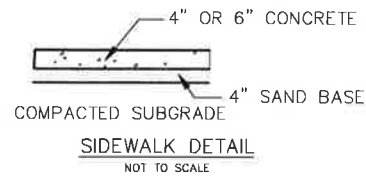
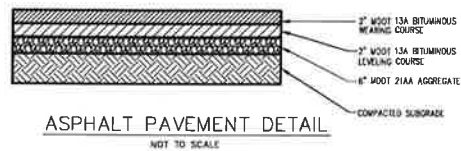
**Maximum Allowable Discharge:** 0.28912 ft<sup>3</sup>/s

**Post Development Conditions**  
Total Site Drainage Area: 0.278 acres  
Existing "C": 0.4

**Impervious:** 0.228 acres  
**Pervious:** 0.05 acres  
**Average Coefficient:** 0.765108 C

Duration (min.)	t (hr)	I (in/hr)	R (in.)	Average Runoff Coeff.	100 year Permitted Outflow (ft <sup>3</sup> /s)	Required Storage (ft <sup>3</sup> )
20	0.33	4.9	1.62	0.765108	1250.804	346.944
30	0.50	3.85	1.93	0.765108	1490.155	520.416
40	0.67	3.33	2.23	0.765108	1721.785	693.888
50	0.83	2.83	2.35	0.765108	1814.437	867.36
60	1.00	2.52	2.52	0.765108	1945.695	1040.832
90	1.50	1.92	2.88	0.765108	2223.651	1561.248
120	2.00	1.58	3.16	0.765108	2439.839	2081.664
24	24.00	0.23	5.52	0.765108	4261.998	24579.968

Pond Size Required: 1027.9 ft<sup>3</sup>



**OUTER LOOP (MIN)**  
1. ALL SHARP EDGES RADIUS  
2. COLORS FOR STEEL PLATE  
DK = PMS 655C  
LT = PMS 298C

**CUSTOMER APPROVAL**

UNLESS OTHERWISE SPECIFIED:  
DIMENSIONS ARE IN INCHES  
FRACTIONS ARE IN 16THS  
ANGULAR MEASUREMENTS ARE IN DEGREES  
TWO PLACE DECIMALS  
THREE PLACE DECIMALS  
FRAC. PLACES DECIMALS  
UNLESS OTHERWISE SPECIFIED:  
DIMENSIONS ARE IN INCHES  
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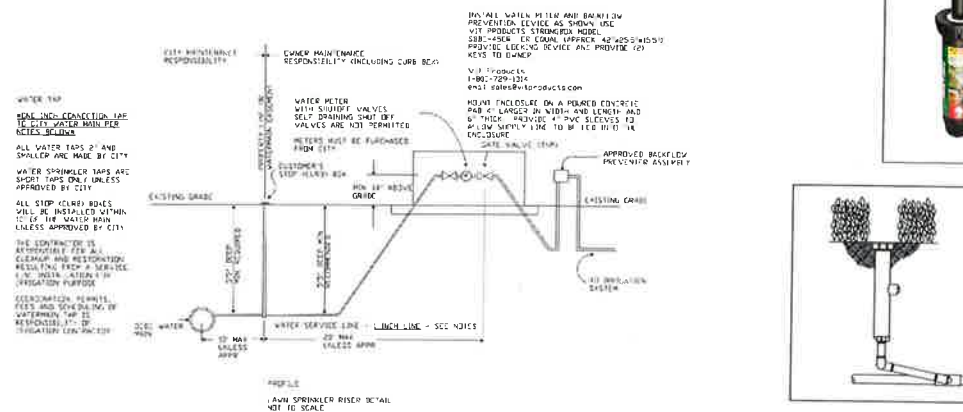
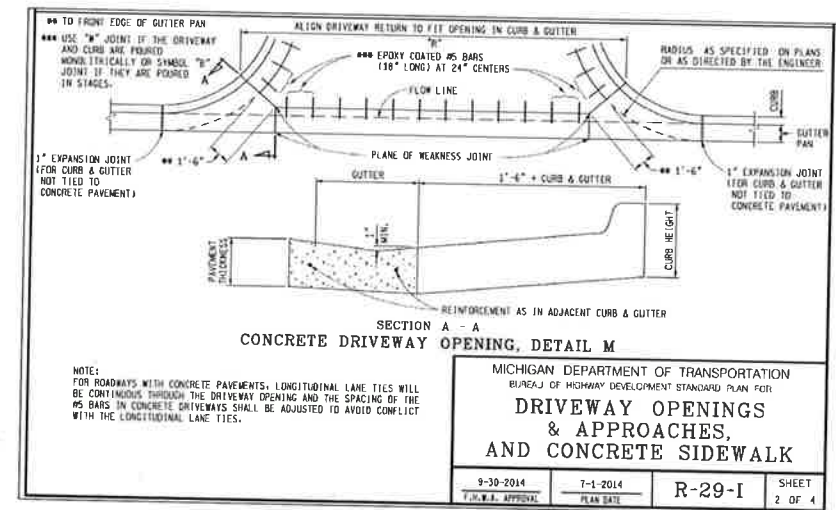
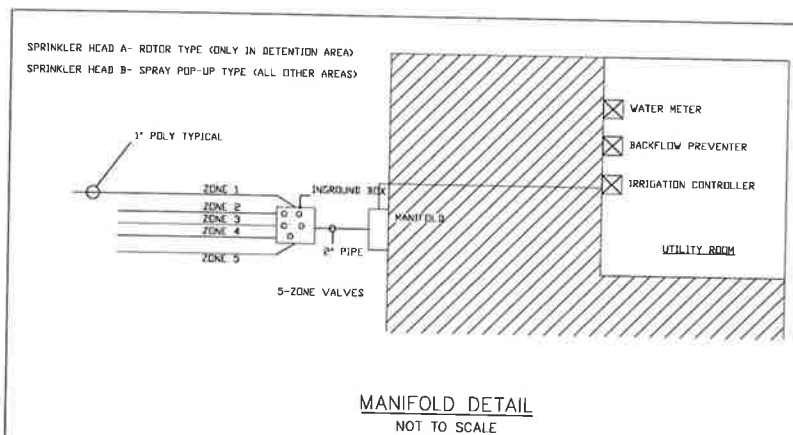
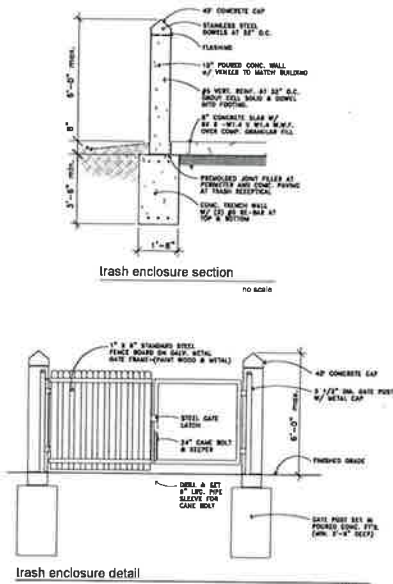
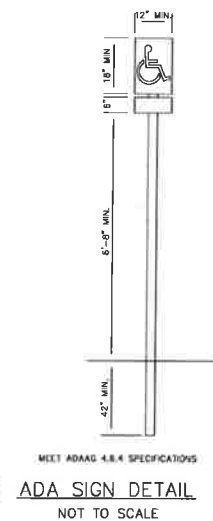
NAME: **JACKSON**  
DATE: 11/14/17  
SCALE: 1:12  
REV: 2  
SIZE: A  
DWG. NO. A  
SHEET 1 OF 2



**CUSTOMER APPROVAL**

UNLESS OTHERWISE SPECIFIED:  
DIMENSIONS ARE IN INCHES  
FRACTIONS ARE IN 16THS  
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TWO PLACE DECIMALS  
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FRAC. PLACES DECIMALS

NAME: **JACKSON**  
DATE: 11/14/17  
SCALE: 1:12  
REV: 2  
SIZE: A  
DWG. NO. A  
SHEET 2 OF 2



**Pub-100 Adjustable Pattern 4 in. Pop-Up Spray Head**

**Specifications**

Dimensions	Material	Color
Head Diameter: 4 in.	Stainless Steel	Black
Head Height: 4 in.	Stainless Steel	Black

**Details**

Feature	Material	Color
Case Family	Adjustable Pattern Series	Black
Finish	Polished	Black
Head Material	Stainless Steel	Black
Head Type	Pop-Up	Black
Impeller Material	Stainless Steel	Black
Impeller Type	Stainless Steel	Black
Maximum Coverage Area (ft <sup>2</sup> )	120	Black
Maximum Flow Rate (GPM)	1.5	Black
Maximum Head Pressure (PSI)	100	Black
Maximum Water Volume (G)	10	Black
Mounting	Stainless Steel	Black
Notes	See Notes	Black

**PGP Gear Drive Rotor Sprinkler with 3-Gallon Per Minute Nozzle**

**Specifications**

Dimensions	Material	Color
Radius (inches)	Stainless Steel	Black
Radius (inches)	Stainless Steel	Black
Radius (inches)	Stainless Steel	Black

**Details**

Feature	Material	Color
Case Family	PGP Series	Black
Finish	Polished	Black
Head Material	Stainless Steel	Black
Head Type	Pop-Up	Black
Impeller Material	Stainless Steel	Black
Impeller Type	Stainless Steel	Black
Maximum Coverage Area (ft <sup>2</sup> )	120	Black
Maximum Flow Rate (GPM)	1.5	Black
Maximum Head Pressure (PSI)	100	Black
Maximum Water Volume (G)	10	Black
Mounting	Stainless Steel	Black
Notes	See Notes	Black

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CLIENT: NINO CUTRARO  
PROJECT LOCATION: JACKSON, MI  
DATE: AUGUST 2019  
SCALE: VARIES

118 N. COLUMBUS ST.  
DETAIL SHEET

**Mauro Engineering**  
Development & Building  
Civil Engineers  
Planners

4807 WAYS ROAD, SUITE 200 JACKSON, MI 48453  
PH: (517) 247-2800 FAX: (517) 247-2811  
WWW.MAUROENGINEERING.COM

**BEFORE YOU DIG CALL MISS DIG**

1-800-487-7171  
1-800-487-7171  
1-800-487-7171

Drawn By: M.M.  
Checked By: S.M.  
Approved By: S.M.

**Revisions**

Revision	Date	By
Per Client	2019.11.22	M.M.
Per Comments	2019.12.09	A.S.
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SIMONE B. MAURO, P.E. - No. 30592  
GIOVANNI B. MAURO, P.E. - No. 58276

Job No: 19-087  
Sheet No: C-8 OF C-9



### LDS-ROF LED Decorative

**Catalog Number:** \_\_\_\_\_  
**Project:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_  
**Prepared By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Technical Specifications

**Input Voltage:** 120V/277V or 347-480V  
**Light Distribution:** LEDs are installed to the inside of the fixture housing which acts as a hood to protect the LEDs from moisture. The type of mounting also affects the light distribution. The type of mounting also affects the light distribution. The type of mounting also affects the light distribution.

#### Description

The LDS ROF post-top fixture utilizes an extended lifespan integrated LED light source for long life. The fixture is able to tolerate varying IFRV (Ingress Protection) ratings. Each model delivers superior lumens output to illuminate your outdoor lighting project.

#### Performance Data

Model	Watts	Eqv	Delivered Lumens	Efficacy
LDS-ROF-2 (Type V)	57W	1700W (E80)	5,763 Lm	101.1 lm/W

#### Dimensions & Weights

Model	Width	Height	Depth	Weight
LDS-ROF	17.5"	25.64"	15.5"	29 lbs



Buy American! Buy American! Level 2 products for domestic content as required under Section 105 of the 2009 American Recovery and Reinvestment Act. Minimum 10 Year LED Light Source Limited Warranty. For full warranty terms, please visit our website: www.lumecon.com

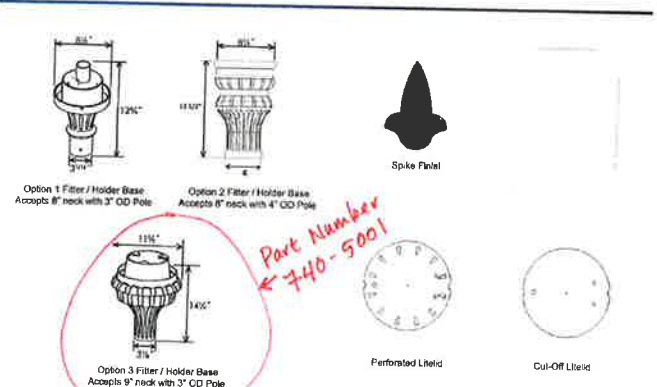
### Lumecon LROF LED Decorative

#### Ordering Information

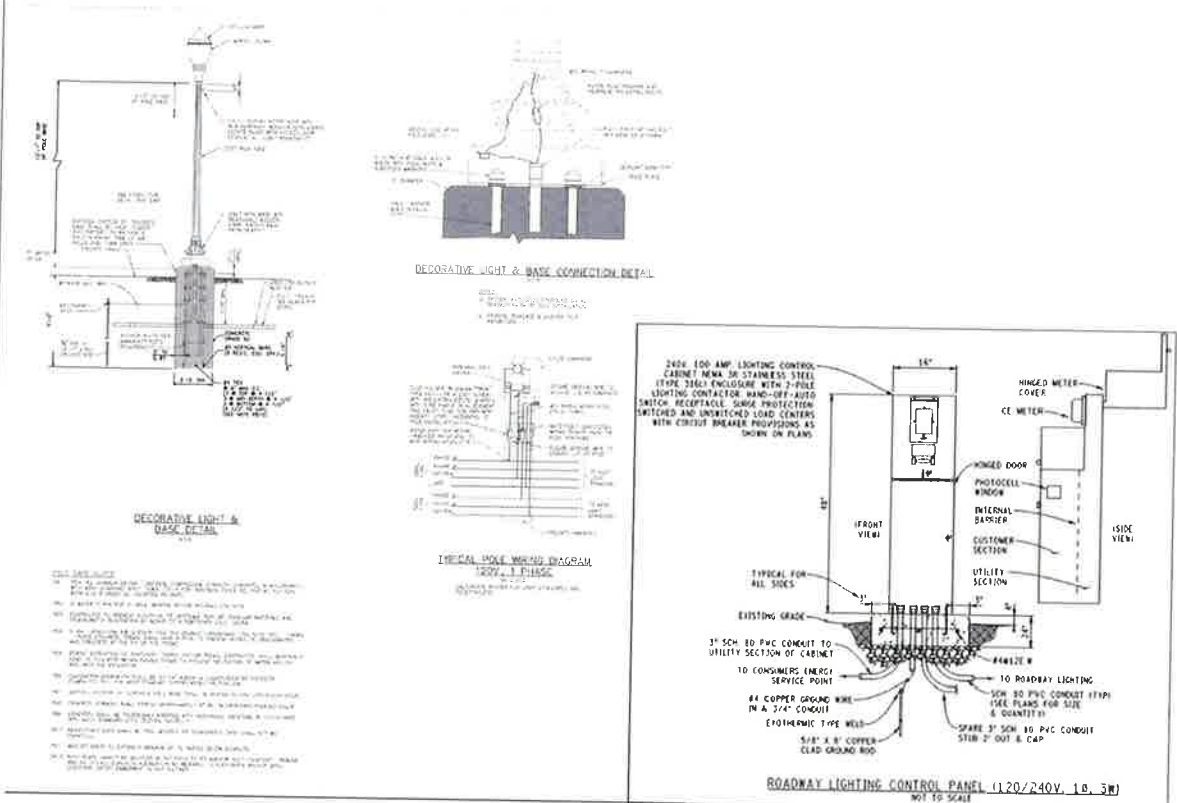
LROF Options / Ordering Example: LROF-1-1-NWA-CL-B-X-X-X-B-X-X-X

WATTAGE / DISTRIBUTION TYPE	VOLTAGE	COLOR TEMPERATURE	GLOBE MATERIAL	TOP GLOBE COLOR	GLOBE MESH SIZE
1 - 27W / Type III	1 - 120V - 277V	CW - Cool (5000K)	A - Acrylic	CL - Clear	8 - 8" Neck
2 - 54W / Type V	2 - 347V - 480V	NU - Neutral (4000K)	B - Black	B - Black	9 - 9" Neck
3 - 58W / Type III		OW - Warm (3000K)	CC - Custom Color*	CC - Custom Color*	
4 - 84W / Type V		WW - Warm (2700K)			
5 - 88W / Type III					
6 - 113W / Type V					

#### Options & Accessories

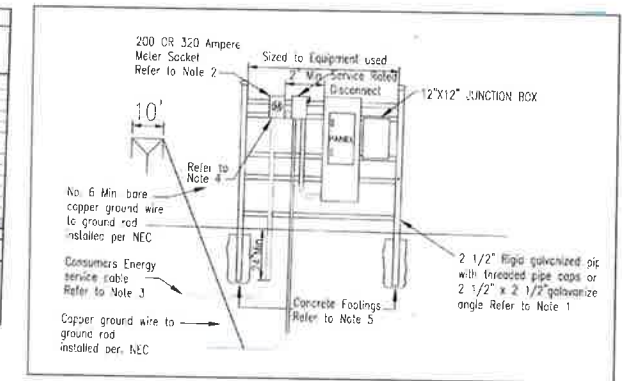


Buy American! Buy American! Level 2 products for domestic content as required under Section 105 of the 2009 American Recovery and Reinvestment Act. Minimum 10 Year LED Light Source Limited Warranty. For full warranty terms, please visit our website: www.lumecon.com

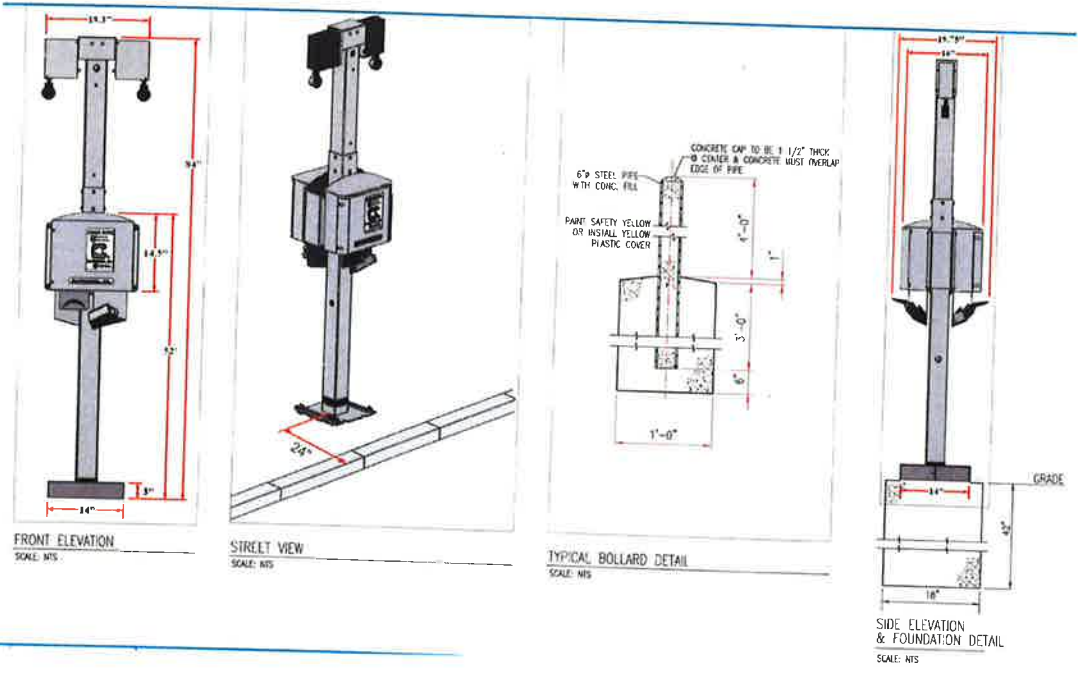


#### PANELBOARD SCHEDULE

CIRCUIT DESCRIPTION	200 AMP, 120/240V, 3PH, 3W, 4P						LAMP DESCRIPTION
	LOADS	PHASE	WIRE	TERMINAL	NEC CODE	PROTECTION	
1 - 120V 15A	15	1	120	1	15	15	15A 120V
1 - 120V 15A	15	2	120	2	15	15	15A 120V
1 - 120V 15A	15	3	120	3	15	15	15A 120V
1 - 120V 15A	15	4	120	4	15	15	15A 120V
1 - 120V 15A	15	5	120	5	15	15	15A 120V
1 - 120V 15A	15	6	120	6	15	15	15A 120V
1 - 120V 15A	15	7	120	7	15	15	15A 120V
1 - 120V 15A	15	8	120	8	15	15	15A 120V
1 - 120V 15A	15	9	120	9	15	15	15A 120V
1 - 120V 15A	15	10	120	10	15	15	15A 120V
1 - 120V 15A	15	11	120	11	15	15	15A 120V
1 - 120V 15A	15	12	120	12	15	15	15A 120V
1 - 120V 15A	15	13	120	13	15	15	15A 120V
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1 - 120V 15A	15	18	120	18	15	15	15A 120V
1 - 120V 15A	15	19	120	19	15	15	15A 120V
1 - 120V 15A	15	20	120	20	15	15	15A 120V
1 - 120V 15A	15	21	120	21	15	15	15A 120V
1 - 120V 15A	15	22	120	22	15	15	15A 120V
1 - 120V 15A	15	23	120	23	15	15	15A 120V
1 - 120V 15A	15	24	120	24	15	15	15A 120V
1 - 120V 15A	15	25	120	25	15	15	15A 120V
1 - 120V 15A	15	26	120	26	15	15	15A 120V
1 - 120V 15A	15	27	120	27	15	15	15A 120V
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1 - 120V 15A	15	57	120	57	15	15	15A 120V
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1 - 120V 15A	15	60	120	60	15	15	15A 120V
1 - 120V 15A	15	61	120	61	15	15	15A 120V
1 - 120V 15A	15	62	120	62	15	15	15A 120V
1 - 120V 15A	15	63	120	63	15	15	15A 120V
1 - 120V 15A	15	64	120	64	15	15	15A 120V
1 - 120V 15A	15	65	120	65	15	15	15A 120V
1 - 120V 15A	15	66	120	66	15	15	15A 120V
1 - 120V 15A	15	67	120	67	15	15	15A 120V
1 - 120V 15A	15	68	120	68	15	15	15A 120V
1 - 120V 15A	15	69	120	69	15	15	15A 120V
1 - 120V 15A	15	70	120	70	15	15	15A 120V
1 - 120V 15A	15	71	120	71	15	15	15A 120V
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1 - 120V 15A	15	74	120	74	15	15	15A 120V
1 - 120V 15A	15	75	120	75	15	15	15A 120V
1 - 120V 15A	15	76	120	76	15	15	15A 120V
1 - 120V 15A	15	77	120	77	15	15	15A 120V
1 - 120V 15A	15	78	120	78	15	15	15A 120V
1 - 120V 15A	15	79	120	79	15	15	15A 120V
1 - 120V 15A	15	80	120	80	15	15	15A 120V
1 - 120V 15A	15	81	120	81	15	15	15A 120V
1 - 120V 15A	15	82	120	82	15	15	15A 120V
1 - 120V 15A	15	83	120	83	15	15	15A 120V
1 - 120V 15A	15	84	120	84	15	15	15A 120V
1 - 120V 15A	15	85	120	85	15	15	15A 120V
1 - 120V 15A	15	86	120	86	15	15	15A 120V
1 - 120V 15A	15	87	120	87	15	15	15A 120V
1 - 120V 15A	15	88	120	88	15	15	15A 120V
1 - 120V 15A	15	89	120	89	15	15	15A 120V
1 - 120V 15A	15	90	120	90	15	15	15A 120V
1 - 120V 15A	15	91	120	91	15	15	15A 120V
1 - 120V 15A	15	92	120	92	15	15	15A 120V
1 - 120V 15A	15	93	120	93	15	15	15A 120V
1 - 120V 15A	15	94	120	94	15	15	15A 120V
1 - 120V 15A	15	95	120	95	15	15	15A 120V
1 - 120V 15A	15	96	120	96	15	15	15A 120V
1 - 120V 15A	15	97	120	97	15	15	15A 120V
1 - 120V 15A	15	98	120	98	15	15	15A 120V
1 - 120V 15A	15	99	120	99	15	15	15A 120V
1 - 120V 15A	15	100	120	100	15	15	15A 120V



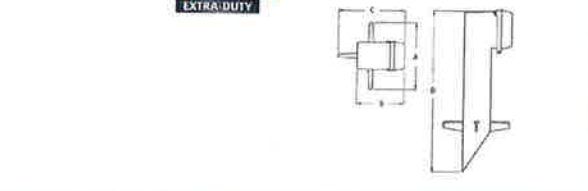
- #### METERING & DISTRIBUTION RACK (FOR REFERENCE ONLY)
- Contractor to provide metering and equipment support as shown.
  - Part of the equipment may be mounted on the opposite side of the meter to conserve space.
  - To prevent meter damage from conductor sagging, earth beneath the conductor should be well tamped and slack should be provided in the conductor at the riser.
  - Install a grounding bushing and bond to the leg only.
  - Contractor must provide a concrete footing with a minimum 12" diameter and 42" height.
  - Use 3/8" stainless steel (Type 316L) enclosure.



### 19.5" Low-Profile Enclosure with Built-In Cover

For use with a GFCI device. Features clear, extra-duty weatherproof-in-use cover. UV rated plastic for long outdoor life. Four non-chipping colors. **FEATURES AND BENEFITS:**  
 • Molded in order to be permanent - unlike painted posts where paint eventually chips the color!  
 • Includes clear extra-duty cover for weatherproof while in-use. GFCI and duplex wall plates installed cover, no gasket necessary.  
 • Meets NEC box support requirements.  
 • Built-in stabilizers need no assembly and provide rigid support.  
 • Code approved installation.  
 • No chipping - colorant runs throughout the product.  
 • Extra Duty Rated.

CATALOG NUMBER	UPC/DQ/NAED HPG #810887	DESCRIPTION	UNIT PKG	STD PKG	HTH A	DTH B	DIM C	DIM D
GPI195	77020	Black	1	6	7.761	6.269	8.177	19.500
GPI198	77021	Bronze	1	6	7.761	6.269	8.177	19.500
GPI19C	77022	Green	1	6	7.761	6.269	8.177	19.500
GPI19W	77023	White	1	6	7.761	6.269	8.177	19.500



#### COLOR CHART

BLACK GREEN  
 WHITE BRONZE

#### COMPARE

COMES COMPLETE WITH...  
 Built-in extra-duty weatherproof while-in-use cover, standard duplex & GFCI cover plates, and removable KO plate.

Why install boxes this way...  
 When you can have a great looking and long-lasting job like that!

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO

EXHIBIT C – OPERATIONAL COMMITMENTS

[January 14, 2020 letter from Alex Martin regarding future operational commitments]

January 14, 2020

City of Jackson  
Department of Neighborhood & Economic Operations  
Ms. Jennifer Morris, Director of NEO  
Mr. Adam East, Planner/Zoning Enforcement Officer  
City Hall, 3rd Floor  
161 W. Michigan Ave.  
Jackson, MI 49201

**Via Email:**  
**JMorris@CityOfJackson.org**  
**AEast@CityOfJackson.org**

Re: New Generation Meds, LLC ("NGM") / Marijuana License Applications /  
118 N. Columbus St. Property

Dear Jennifer and Adam:

With respect to the City's Scoring Factors framework, in addition to the credits NGM continues to accumulate related to the building and site via our submitted architectural and engineering plans and other documents, please consider the below-referenced "Other Factors" in your review of our applications. We intend to implement the following:

**Employees**

- NGM plans to hire at least 10 (but probably closer to 13-15) full-time-equivalent employees.
- The vast majority of these full-time-equivalent jobs (we estimate at least 10) will be local, with the work carried out on site.
- We plan for zero starting wages to be below 1.5 times the minimum wage. We will likely have about 3 positions at 1.5x, 3 positions at 2x, and the rest (i.e., over 4) at 2.5x and above.
- NGM plans to provide healthcare options for all full-time employees.
- NGM plans to offer a competitive deferred compensation plan to all full-time employees.

**Contractors**

- Provided they are available and competitive, NGM plans to hire all local (city and county) contractors for initial work to build out our location at 118 N. Columbus St.

**Total Capital Investment**

- With proposed construction and business plans in their final stages, we estimate, have budgeted for, and have secured funding for this venture based on a total capital investment of at least between 1.5 - 2.0 million dollars, and likely more.

Please do not hesitate to contact anyone on our team should staff wish to discuss any of these items in greater detail and/or review any additional documentation with us.

Respectfully submitted,

NEW GENERATION MEDS, LLC

Alex Martin



# 118 N. Columbus

## SCORING FACTORS

\*Calculated based upon exceeding the minimum City ordinance standards by the quantity noted below\*

Building Factors		Totals
Fenestration – pedestrian scale, visibility of monetary transaction/retail space, located below the roof deck of first floor	5 points added for each 10% above the 40% up to 10 points	5
	5 points deducted for each 1% below 40% with no limit	0
Building Height – min. 12’ clear space for first floor, min. 10’ clear space for second floor, min. 9’ clear space for third floor	5 points for each floor exceeding a single floor (up to the max height as per Chapter 28) – must cover no less than 50% of the first floor area to receive points	5
Multi-Tenant Buildings – vertical or horizontal	1 point for each 1 additional suite when locating in or constructing a multi-tenant building (up to 5 points)	1
Security Plan	2 points for installing a 360 degree high definition exterior video surveillance which offers the City Police Department 24 hour access	2
	1 point for installing high definition interior video surveillance which offers the City Police Department 24 hour access	0
Construction Type	3 points if the interior utilizes clear span and Type 2 (MBC 2015) construction	3
	1 point if utilizing a low slope roof with no less than a 3 foot continuous parapet	1
	1 point if exclusively using brick, stone and/or cement siding materials	0

# 118 N. Columbus

Energy Efficiency	<p>1 point for each level of LEED certification</p> <p>1 point (up to 5 total) for the use of each type of green infrastructure calculated as follows:</p> <ul style="list-style-type: none"> <li>• Per 2 vehicle charging stations</li> <li>• Per 900 watt solar panel(s)</li> </ul> <p>1 point for exceeding IEC/ASHRE standards by 10%, 2 points for exceeding it by 15%, 3 points for exceeding it by 20%, and 4 points for exceeding it by 25% (verified by use of Comcheck or other compliance software)</p> <p>15 points for offsetting on site energy useage by 40%</p>	<p>0</p> <p>1</p> <p>0</p> <p>0</p>	
	<b>Total Building Factor Points</b>	<b>18</b>	
<b>Site Factors</b>			
Landscaping – sizes and types must comply with the City Code of Ordinances Chapter 28, Article IV, Sec. 28-105	<p>1 point for each 5 canopy or coniferous trees exceeding the minimum requirements</p> <p>1 point for each 5 shrubs exceeding the minimum requirements</p>	<p>0</p>	
Off Site Improvements – defined as any area located outside of the property and beyond the abutting street rights-of-way	<p>1 point (up to 10 points) for each off site amenity calculated as follows:</p> <ul style="list-style-type: none"> <li>• Per 2 decorative light poles</li> <li>• Per 5 street trees</li> </ul>	<p>10</p>	
Multi-Modal Amenities	<p>1 point for exceeding each of the following as verified by walkscore.com or comparable website:</p> <ul style="list-style-type: none"> <li>• 70 walk score points</li> <li>• 70 bike score points</li> </ul>	<p>2</p>	

# 118 N. Columbus

	1 point for each 2 City specified bikes racks (up to 2 points)	2	
Water Quality/Storm Water Management	1 point (up to 4 points) for the use of a SEMCOG defined BMP (see Stormwater Management Manual)	1	
	5 points for retaining the first flush, 10 points for complying with post storm water management, or lose 10 points for not retaining the first flush	-10	
<b>Total Site Factors Points</b>			<b>5</b>
<b>Other Factors (future commitments to be verified annually before license renewal)</b>			
Employees	1 point for each 10 permanent full time jobs created	1	
	1 point for each permanent full time local job created	0	
	1 point for providing a starting wage of no less than 1.5 times the minimum wage, 2 points for starting at 2 times the minimum, 3 points for starting at 2.5 times the minimum, 4 points for starting at 3 times the minimum, or lose 10 points for the starting wage below 1.5 times the minimum	1	
Employees (cont.)	1 point for providing health care to all employees, 2 points for providing employee health care insurance with no more than \$1,000 out of pocket employee costs, 3 points for providing employee health care with no more than \$500 out of pocket employee costs, 4 points for providing employee health care with no out of pocket employee costs, or lose 10	0	

# 118 N. Columbus

	points for not providing employee health care		
	1 point for providing a 3% matching deferred compensation plan (i.e. 401k, 401a, etc.), 2 points for providing a 4% match, 3 points for providing a 5% match, 4 points for providing a 6% match, or lose 10 points if not provided at all (must include immediate vesting for employee and employer contributions)	0	
Contractors	1 point for the use of County based contractors, 2 points for the use of City based contractors, 3 points if the contractor opens a permanently staffed location in the City, and 4 points for relocating the business to the City	0	
	1 point for paying Davis Bacon wages, 2 points for paying 1-5% above Davis Bacon, 3 points for paying 5-10% above Davis Bacon wages, and 4 points for paying 10% above Davis Bacon wages	0	
Total Capital Investment (excludes the property purchase price)	1 point for investing between \$1 and \$1.5 million dollars, 2 points for investing between \$1.5 and 2 million dollars, 4 points for investing between \$2 and \$2.5 million dollars, and 6 points for investing over \$2.5 million dollars	2	
Taxation	1 point for contractors and business owners annually reporting K-1s or any other tax reporting instruments to the City Treasurer	0	
<b>Total "Other Factors" Points</b>		<b>4</b>	
<b>Total Points Scored</b>			<b>27</b>

## RIGHT-OF-WAY PARKING EASEMENT AGREEMENT

THIS RIGHT-OF-WAY PARKING EASEMENT AGREEMENT ("Agreement") is entered into effective as of the 28<sup>th</sup> day of January, 2020 between NEW GENERATION MEDS, LLC, a Michigan limited liability company, a registered office address of 1120 E. Oakland Ave., Lansing, Michigan 48906 ("Developer"), and THE CITY OF JACKSON, MICHIGAN, a Michigan municipal corporation, with an address of 161 W. Michigan Avenue, Jackson, Michigan 49201 ("City").

### RECITALS:

A. Developer contemplates the acquisition of certain real property located in the City of Jackson, State of Michigan, being more particularly described in Exhibit A attached hereto and made a part hereof (the "Developer Property"); provided, however, that any reference herein to the Developer Property shall only take effect if and when the Developer acquires the Developer Property as evidenced by the recordation of a deed in favor of the Developer of the Developer Property.

B. City is the owner of that certain unimproved road right-of-way running north-south (Columbus Street) from the Norfolk Southern rail line to Pearl Street, located in the City of Jackson, State of Michigan, being more particularly depicted in Exhibit B attached hereto and made a part hereof (the "unimproved Columbus Street").

C. Developer and City desire to establish certain perpetual and exclusive easements, rights, and servitudes with respect to parking and ingress and egress in order to promote the development of the Developer Property, if acquired by Developer, as part of the project known as New Generation Meds, LLC.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereby agree as follows:

I. Grant of Parking Easement. City hereby grants to Developer an exclusive, perpetual easement (the "Parking Easement") on, over, and across those portions of Columbus Street as are, now or in the future, improved with Parking Facilities (as defined herein) (the "Easement Areas") for the purposes of: (a) vehicular and pedestrian ingress and egress from and to the public streets adjacent to the Developer Property and Columbus Street; and (b) the parking of vehicles on the Developer Property and the Columbus Street; in each case (subparts (a) and (b)) using such curb cuts, drive aisles, parking spaces, and other Parking Facilities as are, now and in the future, intended for such purposes; such Parking Facilities will be constructed by Developer as described below in this Agreement and will include, without limitation, asphalt paving surfaces, striping of parking spaces and drive aisles, curbing, and landscaping, all as more particularly depicted on Exhibit C attached hereto and made a part hereof and as described in this Agreement (the "Parking Plan"). The Parking Easement shall be exclusively for the benefit of Developer and all future owners of the Developer Property, and their respective tenants, agents, contractors, subcontractors, employees, licensees, and invitees, and all persons claiming by or

through Developer and Developer's successors and assigns.

2. Construction of Parking Facilities. Developer shall, at its sole cost and expense, construct and install parking improvements as generally depicted on the Parking Plan which facilities shall include, without limitation, asphalt paving surfaces and related concrete curbing, striping of parking spaces and all drive aisles as appropriate, directional and other signage, and greenspace and/or landscaping, all as described in the Parking Plan, as otherwise required under this Agreement, and in accordance with applicable laws, codes and permits (collectively, the "Parking Facilities"). Developer and City agree that the actual locations of the Parking Facilities will be subject to, and comply with, the final plans as approved by City's Department of Neighborhood and Economic Operations. All Parking Facilities shall be constructed and installed in a good and workmanlike manner, in compliance with all applicable laws, codes, permits and this Agreement. Developer represents and warrants to City that all labor and materials in connection therewith shall be paid for in a timely manner and Developer shall indemnify and hold City harmless from any mechanics' and material suppliers' liens related to the Parking Facilities.

3. Maintenance of Parking Facilities. Developer, at its sole cost and expense, shall maintain the Parking Facilities in good working order and condition.

4. Insurance. Developer shall obtain and continuously maintain policies of commercial general liability insurance providing coverage against, among other things, claims arising out of or relating to their negligent acts or omissions in connection with the use of the Parking Easement and the operation, maintenance, repair and replacement of the Parking Facilities. Such insurance will have minimum limits of \$2,000,000.00, shall be issued by an insurance company licensed to do business in the State of Michigan, and shall name the City as an additional insured with respect to the Parking Easement. Developer shall provide the City with a certificate of their liability coverage as specified herein within fifteen (15) days of the City's request, but not more than two (2) times annually, unless the insurance coverage is cancelled or expires more frequently. Developer shall also provide the City with a copy of the Developer's commercial general liability insurance policy containing endorsements sufficient to make the City an additional insured. The insurance required hereunder shall not be cancelled or materially modified without thirty (30) days prior written notice to the City.

5. Reservation of Developer. Developer reserves all other rights accruing from the ownership of the Developer's Property, including the right to engage in and permit or invite others to engage in all uses of Developer's Property that are not inconsistent with the purposes of this Agreement.

6. Reservation of Utility Easements by City. Notwithstanding the exclusive nature of the Parking Easement granted herein, City reserves for itself the right to grant easements in the future to, and to maintain any existing easements in favor of, any utility company within the Easement Areas. Developer acknowledges that in the event of construction, maintenance, repairs, or replacements of any utilities located within the Easement Areas, the Parking Facilities may be disturbed. Developer shall permit such disturbance provided that after such construction, maintenance, repairs, or replacements are complete, the City repairs, replaces, and/or restores the

disturbed Parking Facilities to the same condition in which they existed prior to any such disturbance.

7. License for Recreational Use. City hereby grants to Developer on the terms and conditions set forth in this Agreement a non-exclusive, revocable license on, over, and across the Easement Areas for recreational use and enjoyment of Developer from time to time ("Recreational License"). City may revoke this license at any time upon providing Developer prior written notice. This Recreational License shall automatically terminate if this Agreement is terminated. City shall not charge Developer a fee for the license rights granted herein.

8. Estoppel. City shall, within ten (10) days of a written request from Developer, issue to Developer, or its prospective mortgagee or successor, an estoppel certificate certifying and affirming, to the best of City's actual knowledge, that this Agreement is in full force and effect without amendment, and that there are no defaults by the Developer under *this* Agreement. Such statement shall act as a waiver of any claim by the City to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement.

9. Binding Effect of Easement and Restrictions. The Parking Easement granted herein and the restrictions created hereby shall run with the land and shall be construed as running with the land. All of said Parking Easement and restrictions shall be binding upon the Developer Property, and shall inure to the benefit of, and be enforceable by all current and future owners of the Developer Property, if and as applicable. All easements granted herein, the provisions regarding the maintenance and repairs of the Parking Facilities, and all restrictions contained herein shall continue in full force and effect in perpetuity.

10. No Partnership. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the Developer Property or the City, and if and as applicable, or their respective tenants or licensees.

11. No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

12. Severability. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

13. Notices. Notices permitted or required hereunder shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery, with receipt acknowledged in writing; by certified mail, prepaid, return receipt requested; or by next-day delivery by a nationally-recognized courier service, to the respective recipient's address set forth above or such other address as may be given by notice to the other party hereto or available in the public records.

14. Entire Agreement. This Agreement, together with the Exhibits attached hereto, contain the entire agreement between the parties with regard to the easements and covenants of use described herein and there are no other terms, expressed or implied as to the subject matter, except as contained herein or therein.

15. No Merger. None of the easements or other rights or restrictions created by this Agreement shall be merged or terminated due to the current or future common ownership of the Developer Property and the unimproved portion of Columbus Street.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.


17. Termination. Notwithstanding anything herein to the contrary, in the event that the unimproved portion of Columbus Street is vacated by the City and all of the Parking Facilities are located on the Developer Property, this Agreement shall automatically terminate, be of no further force and/or effect, and neither party shall have any further rights or obligations to the other party hereunder.

*[COUNTERPART SIGNATURE PAGES FOLLOW]*

[COUNTERPART SIGNATURE PAGE TO PARKING EASEMENT AGREEMENT]

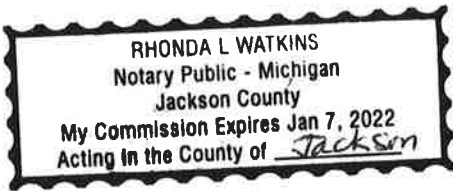
IN WITNESS WHEREOF, the parties have executed this Agreement on the 20<sup>th</sup> day of March, 2020.


**THE CITY OF JACKSON**, a Michigan municipal corporation

By:   
Jonathan Greene  
Its: Interim City Manager

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me, this 20<sup>th</sup> day of March, 2020, by Jonathan Greene, the Interim City Manager of the City of Jackson, a Michigan municipal company, on behalf of the corporation.



  
Rhonda L. Watkins, Notary Public  
Jackson County, Michigan  
My commission expires Jan 7, 2022

[SIGNATURES CONTINUE ON NEXT PAGE]



EXHIBIT A – LEGAL DESCRIPTION OF SUBJECT PARCEL

118 North Columbus Street, Jackson, Michigan

Property in the City of Jackson, County of Jackson and State of Michigan legally described as:

LOTS 2, 3 & 6 LYING N OF RR R/W BLK 26 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E  
SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT

PART OF LOT 2, BLOCK 26, FORD'S EXTENSION (see attached Quitclaim Deed)

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

EXHIBIT B – LEGAL DESCRIPTION FOR UNIMPROVED COLUMBUS STREET

COLUMBUS STREET AS PLATTED IN FORD'S EASTERN ADDITION TO THE VILLAGE OF JACKSONBURG (NOW CITY OF JACKSON) LYING SOUTH OF THE SOUTHERLY LINE OF DETROIT STREET AND NORTH OF THE NORTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

EXHIBIT C – PARKING PLAN

# 118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

## PROPOSED PLANT SCHEDULE

KEY	QUANT	COMMON NAME	BOTANICAL NAME	TYPE	SIZE	ROOT BALL
GT	18	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS "SKYLINE"	ORNAMENTAL TREE	2.5" CALIPER	B&B
TC	14	GREESPIRE LINDEN	TILIA CORDATA "GREESPIRE"	ORNAMENTAL TREE	2.5" CALIPER	B&B
AF	3	CELEBRATION MAPLE	ACER X FREEMANII "CELEBRATION"	CANOPY TREE	2.5" CALIPER	B&B
RS	14	KNOCKOUT ROSE	ROSA RADRAZZ "KNOCKOUT"	ORNAMENTAL SHRUB	2 GAL.	CONT.
CA	57	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFOLIA "KARL" FOERSTER"	ORNAMENTAL SHRUB	2.5 GAL.	CONT.
HF	35	FRANCEE HOSTA	HOSTA "FRANCEE"	GROUND COVER	2 GAL.	CONT.
TH	6	ARBORVITAE	THUJA OCCIDENTALS	ORNAMENTAL SHRUB	6'-8" IN HGT.	CONT.

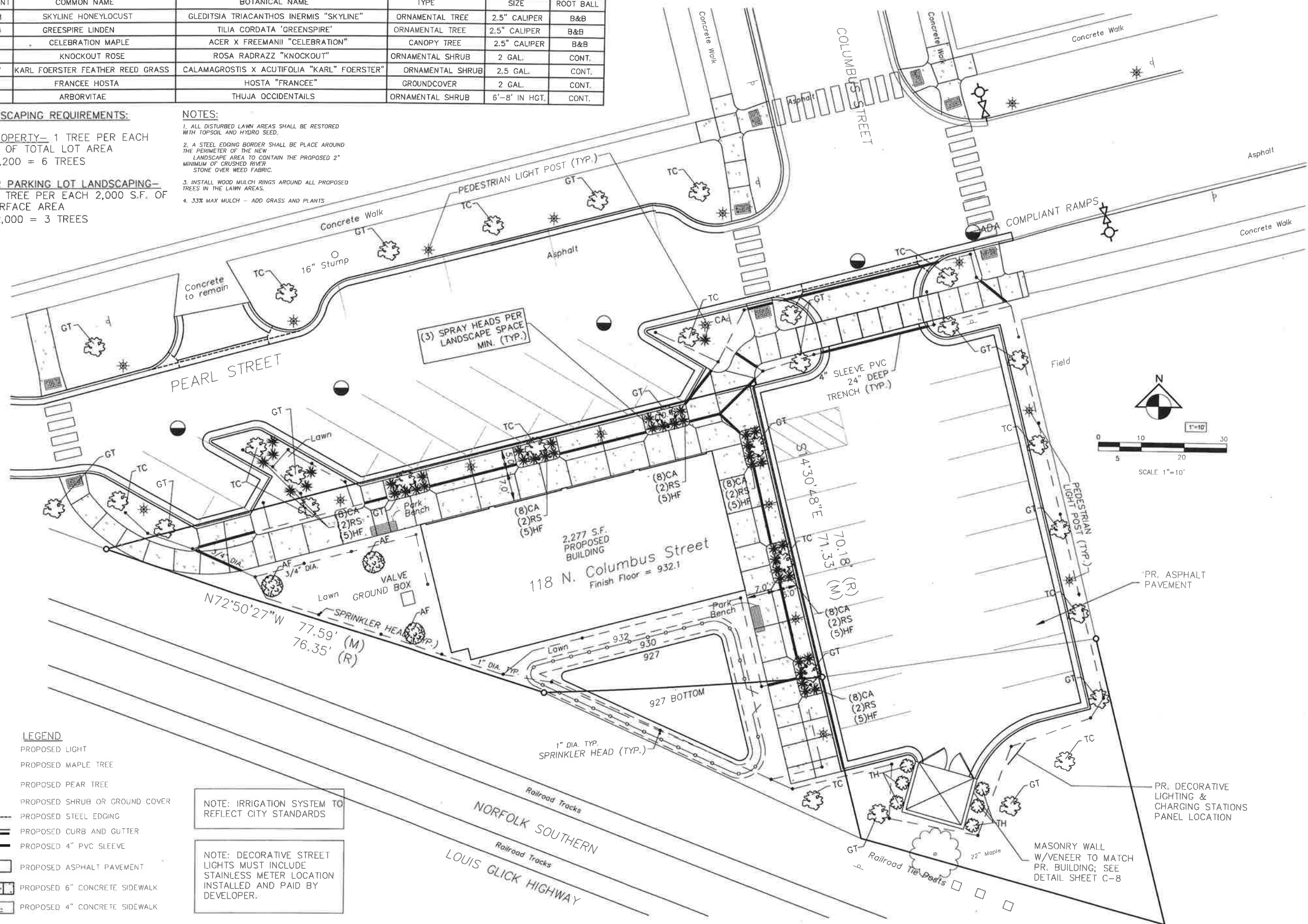
### SITE LANDSCAPING REQUIREMENTS:

**ENTIRE PROPERTY** - 1 TREE PER EACH 1,200 S.F. OF TOTAL LOT AREA  
 $7,016 / 1,200 = 6$  TREES

**PERIMETER PARKING LOT LANDSCAPING** - 1 CANOPY TREE PER EACH 2,000 S.F. OF PAVED SURFACE AREA  
 $5,926 / 2,000 = 3$  TREES

### NOTES:

- ALL DISTURBED LAWN AREAS SHALL BE RESTORED WITH TOPSOIL AND HYDRO SEED.
- A STEEL EDGING BORDER SHALL BE PLACED AROUND THE PERIMETER OF THE NEW LANDSCAPE AREA TO CONTAIN THE PROPOSED 2" MINIMUM OF CRUSHED RIVER STONE OVER WEED FABRIC.
- INSTALL WOOD MULCH RINGS AROUND ALL PROPOSED TREES IN THE LAWN AREAS.
- 33% MAX MULCH - ADD GRASS AND PLANTS



UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT	NINO CUTRARO
PROJECT LOCATION	JACKSON, MI
DATE	AUGUST 2019
SCALE	1:10

118 N. COLUMBUS ST.  
LANDSCAPE PLAN

**Mauro Engineering**  
 Development & Building Surveying & Civil Engineers Designers  
 4837 JAMES ROAD, SUITE 200, JACKSON, MI 48315  
 TEL: (517) 747-2000 FAX: (517) 747-2011  
 VISIT US AT: WWW.MAUROENR.COM



Drawn By:	M.M.
Checked By:	S.M.
Approved By:	S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Comments	2019-12-08	A.S.
Per Comments	2020-01-07	A.S.M.W.
Per Comments	2020-01-17	A.S.M.W.
Revised Details	2020-01-20	A.S.

SIMONE B. MAURO, P.E. - No. 30592  
 GIOVANNI B. MAURO, P.E. - No. 58278

Job No: 19-087  
 Sheet No: C-5 of C-9

- ### LEGEND
- PROPOSED LIGHT
  - PROPOSED MAPLE TREE
  - PROPOSED PEAR TREE
  - PROPOSED SHRUB OR GROUND COVER
  - PROPOSED STEEL EDGING
  - PROPOSED CURB AND GUTTER
  - PROPOSED 4" PVC SLEEVE
  - PROPOSED ASPHALT PAVEMENT
  - PROPOSED 6" CONCRETE SIDEWALK
  - PROPOSED 4" CONCRETE SIDEWALK

NOTE: IRRIGATION SYSTEM TO REFLECT CITY STANDARDS

NOTE: DECORATIVE STREET LIGHTS MUST INCLUDE STAINLESS METER LOCATION INSTALLED AND PAID BY DEVELOPER.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** January 11, 2022  
**SUBJECT:** Approval of the Deficit Elimination Plan Resolution as of June 30, 2021 for the Special Assessment Capital Project Fund

---

**Recommendation:**

Approval of the Deficit Elimination Plan Resolution for the Special Assessment Capital Project Fund Deficit as of June 30, 2021.

Attached is a memo from Philip Hones regarding the filing of a required Deficit Elimination Plan for the City's Special Assessment Capital Project Fund as of June 30, 2021. The Deficit Elimination Plan Resolution that will be filed needs prior City Council approval before it can be sent to the State for certification.

I recommend approval of this Deficit Elimination Plan Resolution. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT



## Finance Department

161 W. Michigan Ave. • Jackson, MI 49201  
Phone: (517) 788-4030 • Facsimile: (866) 763-7956

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Philip Hones, Finance Director

**DATE:** January 11, 2022

**RECOMMENDATION:** Approval of the Deficit Elimination Plan Resolution as of June 30, 2021 for the Special Assessment Capital Project Fund

### SUMMARY

The State Treasury Department, in accordance with their Numbered Letter 2016-1, issued July 11, 2016, requires that all funds with a deficit file a Deficit Elimination Plan. The Plan requires projected budgets through the year of the fund's deficit elimination, or, in the case of the Special Assessment Fund, the next several year's projections showing the gradual elimination of the deficit. The Treasury letter notifying the City of this requirement (via email) is attached.

### BUDGETARY CONSIDERATIONS

There are no budgetary considerations related to this action.

### HISTORY, BACKGROUND and DISCUSSION

Special Assessment Capital Project Funds, by their nature, will always have a deficit condition since the revenues from the special assessment receivables are not recognized as revenues until collected. The City, like all other government units, will always have a deficit condition in its Special Assessment Capital Projects Fund. The more recent Numbered Letter 2016-1, however, now requires that a Deficit Elimination Plan also be filed for this previously excluded fund type, which will now be filed annually. A similar Plan was also filed for this fund for each of the last five fiscal years.

### POSITIONS

The Deficit Elimination Plan Resolution (attached) will be sent to the State Treasury following approval by the City Council. Filing this Plan, and its' subsequent certification, is necessary to avoid withholding of future state shared revenues.

**RESOLUTION**

*To Adopt the Special Assessment Fund Deficit Elimination Plan for June 30, 2021*

**WHEREAS**, the City of Jackson's Special Assessment Fund has a \$ 1,881,815 fund deficit as of June 30, 2021, and

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

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

**NOW, THEREFORE, BE IT RESOLVED** that City of Jackson's legislative body adopts the following as the City of Jackson - Special Assessment Fund's Deficit Elimination Plan for June 30, 2021:

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

	Fiscal Year Projections					
	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
<b>Revenues:</b>						
Collections on Special Assessments - Rolls Not Bonded	\$ 219,957	\$ 219,956	\$ 203,779	\$ 203,779	\$ 195,685	\$ 195,685
<b>Fund Balance (Deficit) - Beginning of Year</b>	<b>(1,881,815)</b>	<b>(1,661,859)</b>	<b>(1,441,902)</b>	<b>(1,238,123)</b>	<b>(1,034,344)</b>	<b>(838,659)</b>
<b>Fund Balance (Deficit) - End of Year</b>	<b>\$ (1,661,859)</b>	<b>\$ (1,441,902)</b>	<b>\$ (1,238,123)</b>	<b>\$ (1,034,344)</b>	<b>\$ (838,659)</b>	<b>\$ (642,974)</b>

\* \* \* \* \*

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

I, Andrea Muray, City Clerk, in and for the City of Jackson, County and State aforesaid do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11<sup>th</sup> day of January 2022.

**IN WITNESS WHEREOF**, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 12<sup>th</sup> day of January 2022.

\_\_\_\_\_  
City Clerk

**Special Assessments  
Schedule of Payoffs  
June 30, 2021**

Roll	Year	Term	Int Rate	Balance 2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
<b><u>Special Assessment Rolls Bonded in 2017- Collections will be used to pay off Bonds</u></b>															
3384	2017	10	3.41%	150,394.49	25,065.75	25,065.75	25,065.75	25,065.75	25,065.75	25,065.74					
3385	2017	15	3.41%	20,225.13	1,838.65	1,838.65	1,838.65	1,838.65	1,838.65	1,838.65	1,838.65	1,838.65	1,838.65	1,838.65	1,838.63
3386	2017	15	3.41%	12,385.00	1,125.91	1,125.91	1,125.91	1,125.91	1,125.91	1,125.91	1,125.91	1,125.91	1,125.91	1,125.91	1,125.90
3387	2017	10	3.41%	24,961.04	4,160.17	4,160.17	4,160.17	4,160.17	4,160.16	4,160.20					
3388	2017	10	3.41%	47,612.53	7,935.42	7,935.42	7,935.42	7,935.42	7,935.42	7,935.43					
3389	2017	15	3.41%	10,174.83	924.98	924.98	924.98	924.98	924.98	924.98	924.98	924.98	924.98	924.98	925.03
3390	2017	15	3.41%	73,404.13	6,673.10	6,673.10	6,673.10	6,673.10	6,673.10	6,673.10	6,673.10	6,673.10	6,673.10	6,673.10	6,673.13
3391	2017	10	3.41%	76,748.13	12,791.36	12,791.36	12,791.36	12,791.36	12,791.36	12,791.33					
3392	2018	14	3.41%	10,792.31	981.12	981.12	981.12	981.12	981.12	981.12	981.12	981.12	981.12	981.12	981.11
3393	2018	10	3.41%	54,236.54	7,748.08	7,748.08	7,748.08	7,748.08	7,748.08	7,748.08	7,748.06				
3402	2019	10	3.41%	229,173.04	28,646.63	28,646.63	28,646.63	28,646.63	28,646.63	28,646.63	28,646.63	28,646.63			
3404	2019	10	3.41%	41,080.66	5,135.08	5,135.08	5,135.08	5,135.08	5,135.08	5,135.08	5,135.08	5,135.10			
3405	2019	10	3.41%	32,380.42	4,047.55	4,047.55	4,047.55	4,047.55	4,047.55	4,047.55	4,047.55	4,047.57			
				<b>783,568.25</b>	<b>107,073.80</b>	<b>107,073.80</b>	<b>107,073.80</b>	<b>107,073.80</b>	<b>107,073.79</b>	<b>107,073.80</b>	<b>57,121.08</b>	<b>49,373.06</b>	<b>11,543.76</b>	<b>11,543.76</b>	<b>11,543.80</b>

**Special Assessment Rolls Bonded in 2020- Collections will be used to pay off Bonds**

3406	2019	10	2.50%	27,288.02	3,411.00	3,411.00	3,411.00	3,411.00	3,411.00	3,411.00	3,411.00	3,411.02				
3407	2019	10	2.50%	27,339.45	3,417.43	3,417.43	3,417.43	3,417.43	3,417.43	3,417.43	3,417.43	3,417.44				
3408	2019	10	2.50%	63,847.17	7,980.90	7,980.90	7,980.90	7,980.90	7,980.90	7,980.90	7,980.90	7,980.87				
3409	2019	10	2.50%	45,174.19	5,646.77	5,646.77	5,646.77	5,646.77	5,646.77	5,646.77	5,646.77	5,646.80				
3410	2019	10	2.50%	254,633.75	31,829.22	31,829.22	31,829.22	31,829.22	31,829.22	31,829.22	31,829.22	31,829.21				
3411	2019	10	2.50%	7,156.70	894.59	894.59	894.59	894.59	894.59	894.59	894.59	894.57				
3412	2020	10	2.50%	348,998.46	38,777.61	38,777.61	38,777.61	38,777.61	38,777.61	38,777.61	38,777.61	38,777.61	38,777.58			
3413	2020	10	2.50%	265,171.40	29,463.49	29,463.49	29,463.49	29,463.49	29,463.49	29,463.49	29,463.49	29,463.49	29,463.48			
5000	2020	8	2.50%	86,185.60	12,312.23	12,312.23	12,312.23	12,312.23	12,312.23	12,312.23	12,312.22					
				<b>1,125,794.74</b>	<b>133,733.24</b>	<b>133,733.24</b>	<b>133,733.24</b>	<b>133,733.24</b>	<b>133,733.24</b>	<b>133,733.24</b>	<b>133,733.24</b>	<b>133,733.23</b>	<b>121,421.01</b>	<b>68,241.06</b>	-	-

- Continued

Special Assessments  
Schedule of Payoffs  
June 30, 2021

Roll	Year	Term	Int Rate	Balance 2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
<b>Special Assessment Rolls NOT Bonded - Collections will be used to Reduce Deficit</b>															
3369	2013	10	2.50%	2,257.19	1,128.60	1,128.59									
3370	2013	10	2.50%	14,962.29	7,481.15	7,481.14									
3371	2013	10	2.04%	415.95	207.98	207.97									
3372	2013	10	2.04%	1,774.79	887.40	887.39									
3373	2013	10	2.04%	2,508.39	1,254.20	1,254.19									
3374	2013	10	2.54%	10,436.50	5,218.25	5,218.25									
3375	2014	11	3.75%	4,662.03	1,165.51	1,165.51	1,165.51	1,165.50							
3376	2014	15	3.75%	14,475.11	1,809.39	1,809.39	1,809.39	1,809.39	1,809.39	1,809.39	1,809.39	1,809.38			
3377	2015	10	2.85%	9,532.34	2,383.09	2,383.09	2,383.09	2,383.07							
3378	2015	10	2.65%	2,283.75	570.94	570.94	570.94	570.93							
3379	2015	10	2.65%	15,898.00	3,974.50	3,974.50	3,974.50	3,974.50							
3380	2015	12	2.50%	30,426.32	5,071.05	5,071.05	5,071.05	5,071.05	5,071.05	5,071.07					
3381	2016	15	2.20%	34,875.84	3,487.58	3,487.58	3,487.58	3,487.58	3,487.58	3,487.58	3,487.58	3,487.58	3,487.58	3,487.62	
3382	2016	15	2.20%	64,590.57	6,459.06	6,459.06	6,459.06	6,459.06	6,459.06	6,459.06	6,459.06	6,459.06	6,459.06	6,459.06	6,459.03
3383	2016	15	2.20%	29,838.13	2,983.81	2,983.81	2,983.81	2,983.81	2,983.81	2,983.81	2,983.81	2,983.81	2,983.81	2,983.81	2,983.84
3394	2019	10	2.65%	112,112.60	14,014.08	14,014.08	14,014.08	14,014.08	14,014.08	14,014.08	14,014.08	14,014.08	14,014.04		
3395	2019	10	2.65%	122,995.96	15,374.50	15,374.50	15,374.50	15,374.50	15,374.50	15,374.50	15,374.50	15,374.50	15,374.46		
3396	2019	10	2.65%	138,927.06	17,365.88	17,365.88	17,365.88	17,365.88	17,365.88	17,365.88	17,365.88	17,365.88	17,365.90		
3397	2019	10	2.65%	240,822.14	30,102.77	30,102.77	30,102.77	30,102.77	30,102.77	30,102.77	30,102.77	30,102.77	30,102.75		
3398	2019	10	2.60%	64,239.36	8,029.92	8,029.92	8,029.92	8,029.92	8,029.92	8,029.92	8,029.92	8,029.92	8,029.92		
3399	2019	10	2.60%	82,063.23	10,257.90	10,257.90	10,257.90	10,257.90	10,257.90	10,257.90	10,257.90	10,257.90	10,257.93		
3400	2019	10	2.60%	86,709.07	10,838.63	10,838.63	10,838.63	10,838.63	10,838.63	10,838.63	10,838.63	10,838.63	10,838.66		
3401	2019	10	2.60%	71,761.89	8,970.24	8,970.24	8,970.24	8,970.24	8,970.24	8,970.24	8,970.24	8,970.24	8,970.21		
3403	2019	10	3.41%	32,894.22	4,111.78	4,111.78	4,111.78	4,111.78	4,111.78	4,111.78	4,111.78	4,111.78	4,111.76		
3414	2020	10	1.45%	61,265.47	6,807.27	6,807.27	6,807.27	6,807.27	6,807.27	6,807.27	6,807.27	6,807.27	6,807.27	6,807.31	
3416	2020	10	3.41%	40,032.67	4,448.07	4,448.07	4,448.07	4,448.07	4,448.07	4,448.07	4,448.07	4,448.07	4,448.11		
3417	2020	10	1.30%	139,187.73	15,465.30	15,465.30	15,465.30	15,465.30	15,465.30	15,465.30	15,465.30	15,465.30	15,465.30	15,465.33	
3418	2021	10	1.00%	17,553.00	1,755.30	1,755.30	1,755.30	1,755.30	1,755.30	1,755.30	1,755.30	1,755.30	1,755.30	1,755.30	1,755.30
3421	2021	10	1.20%	122,846.90	12,284.69	12,284.69	12,284.69	12,284.69	12,284.69	12,284.69	12,284.69	12,284.69	12,284.69	12,284.69	12,284.69
3422	2021	10	1.25%	110,702.59	11,070.26	11,070.26	11,070.26	11,070.26	11,070.26	11,070.26	11,070.26	11,070.26	11,070.26	11,070.26	11,070.25
5001	2021	10	1.00%	37,362.21	3,736.22	3,736.22	3,736.22	3,736.22	3,736.22	3,736.22	3,736.22	3,736.22	3,736.22	3,736.22	3,736.23
5002	2021	10	1.00%	12,411.77	1,241.18	1,241.18	1,241.18	1,241.18	1,241.18	1,241.18	1,241.18	1,241.18	1,241.18	1,241.18	1,241.15
				<b>1,732,825.07</b>	<b>219,956.50</b>	<b>219,956.45</b>	<b>203,778.92</b>	<b>203,778.88</b>	<b>195,684.88</b>	<b>195,684.90</b>	<b>190,613.83</b>	<b>190,613.75</b>	<b>69,738.85</b>	<b>43,018.11</b>	<b>-</b>
<b>TOTAL</b>				<b>3,642,188.06</b>	<b>460,763.54</b>	<b>460,763.49</b>	<b>444,585.96</b>	<b>444,585.92</b>	<b>436,491.91</b>	<b>436,491.94</b>	<b>381,468.14</b>	<b>361,407.82</b>	<b>149,523.67</b>	<b>54,561.87</b>	<b>11,543.80</b>



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

GRETCHEN WHITMER  
GOVERNOR

RACHAEL EUBANKS  
STATE TREASURER

December 17, 2021

**Notice of Intent To  
Withhold State Payments**

Municipality Code: 382010  
APR Form ID Number: 126138  
Report ID Number: 126152

**Sent Via Email**

Chief Administrative Officer  
City of Jackson  
phones@cityofjackson.org

Dear Chief Administrative Officer:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in [Treasury Website \(Numbered Letter 2016-1\)](#).

Funds that are using American Rescue Plan Act (ARPA) money as part of their deficit elimination plan should adhere to the accounting guidelines provided in [Treasury Website \(Numbered Letter 2021-3\)](#), the [American Rescue Plan Act](#), the [U.S. Treasury Interim Final Rule](#), and [Frequently Asked Questions](#). Furthermore, plans shall include a written explanation of the dollar amount used and the category of allowable uses the expenditures coincide with: 1. Response to public health emergency or its negative economic impacts, 2. Provide premium pay for essential workers, within caps, 3. Provide government services to the extent of revenue lost, or 4. Make necessary investments in water, sewer, or broadband infrastructure. Visit [Treasury Website Michigan.gov/ARPA](#) for more information and updates.

The Community Engagement and Finance Division received an audit report from your local unit for the fiscal year ending 2021. Your Certified Public Accountant has indicated a deficit in one or more funds as follows:

<u>FUND NAME</u>	<u>AMOUNT</u>
Special Assessment Capital Projects	-\$1,881,815.00

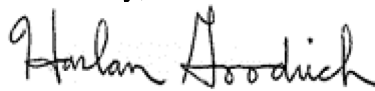
If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two

years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12 months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis.

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

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

Sincerely,

A handwritten signature in black ink that reads "Harlan Goodrich". The signature is written in a cursive style with a large initial "H".

Harlan Goodrich, Municipal Finance Manager  
Community Engagement and Finance Division

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** January 11, 2022  
**SUBJECT:** **Traffic Control Order 2370 – Eaton Street, Hallett Street to Dead End**

---

**Recommendation:**

**Approval of Traffic Control Order 2370 to install Blind Child Area sign on Eaton Street between Hallett Street and Dead End.**

Attached is a report and Traffic Control Order from Jon Dowling, City Engineer, for a Traffic Control Order to install a Blind Child Area sign in the location stated.

I recommend approval of Traffic Control Order 2370. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jon H. Dowling, P.E., City Engineer

**DATE:** January 11, 2022

**RECOMMENDATION:** **Approval of Traffic Control Order 2370 to install a Blind Child Area sign on Eaton Street between Hallett Street and Dead End**

### SUMMARY

A Traffic Control Order (TCO) is needed to install a Blind Child Area sign on Eaton Street between Hallett Street and Dead End.

### BUDGETARY CONSIDERATIONS

Item	Each	Total
1 - "Blind Child Area" sign	\$11.00	\$11.00
1 - 12' U-Channel post	\$20.64	\$20.64
1 - hour labor/equipment	\$114.60	\$114.60
<b>Total</b>		<b>\$146.24</b>

This is estimated cost for this work, which will be paid from the Major Streets Traffic fund.

### HISTORY, BACKGROUND and DISCUSSION

Engineering received a request from a city resident to investigate the possibility of installing a Blind Child Area sign on their block of Eaton Street, between Hallett Street and Dead End, for safety reasons.

### DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

Install Blind Child Area sign on the block of Eaton Street, between Hallett Street and Dead End.

### POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2370 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

**CITY OF JACKSON, MICHIGAN**  
**TRAFFIC ENGINEERING DIVISION**  
**Traffic Control Order No. 2370**

**LOCATION:** Eaton Street: Hallett to Dead End

**DATE:** January 11, 2022

**ASSIGNED TO:** Engineering

**TCO DESCRIPTION**

At the request of a resident, to investigate the possibility of installing a *Blind Child Area* sign on Eaton Street between Hallett Street and Dead End.

BY JON H. DOWLING, P.E.

**RECOMMENDATION**

Install *Blind Child Area* sign on Eaton Street between Hallett Street and Dead End. Department of Engineering staff will verify annually if signs are to remain in place.

**APPROVED**  **REJECTED**  **DATE:** January 11, 2022 **BY CITY COUNCIL**

**WORK ASSIGNMENT:** To Sign Shop

**DATE:**

**TO:**

*Install Blind Child Area sign on Eaton Street between 809 & 817.*

BY JON H. DOWLING, P.E.

**MATERIAL USED**

1									1
---	--	--	--	--	--	--	--	--	---

Posts      Stop      Time Limit      No Parking      Loading Zone      One Way      Yield      Paint      Other

**ASSIGNMENT COMPLETED**

**DATE:**                      **BY: Sign Shop**

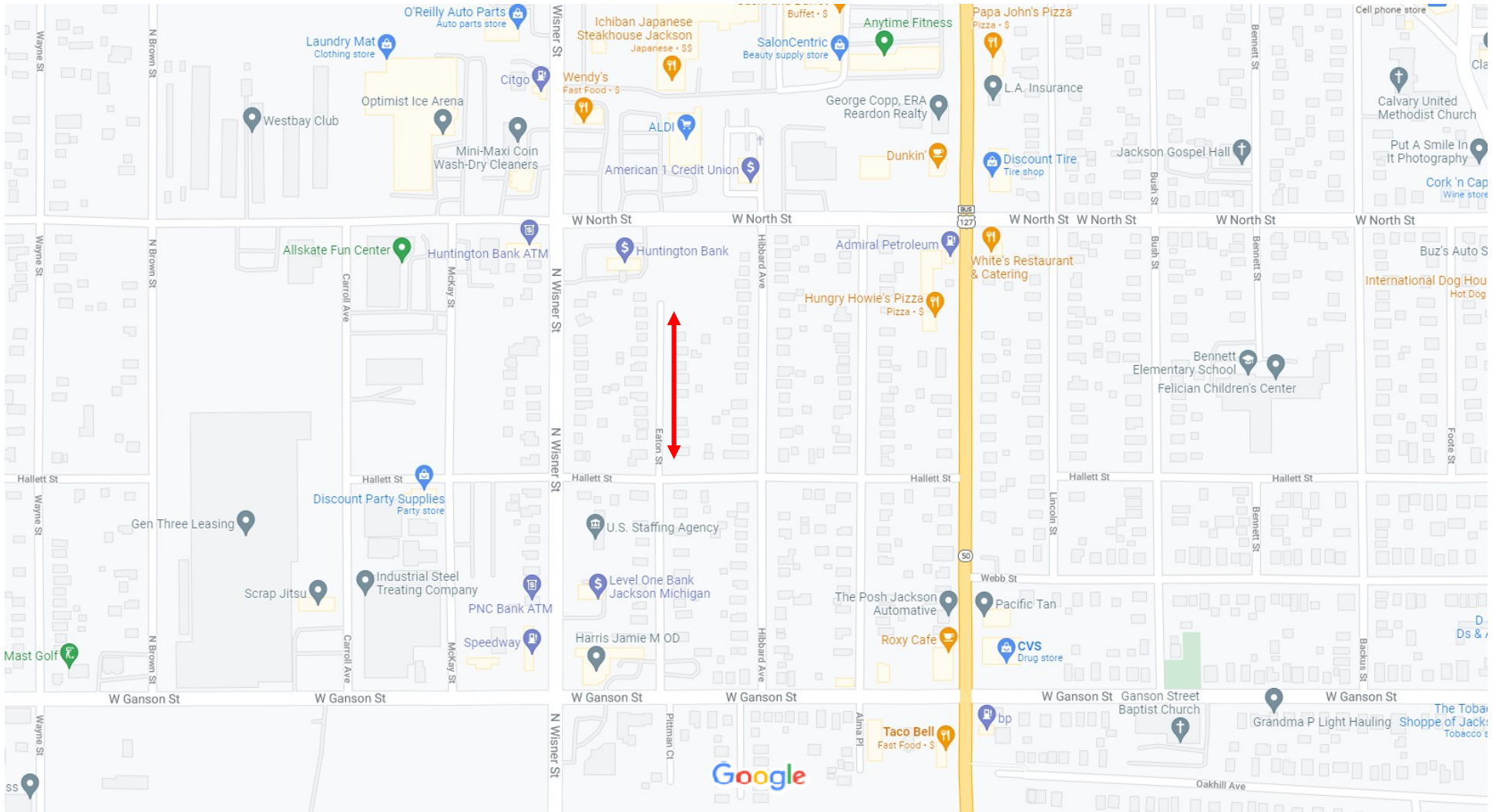
**WORK INSPECTED**

**REMARKS:**

**DATE:**                      **BY: Jon H. Dowling, P.E., City Engineer'**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

# Traffic Control Order 2370



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** December 21, 2021  
**SUBJECT:** Approve Design and Planning for Building and Site Upgrades to Fire Station #2

---

**Recommendation:**

Approve contracting with Covalle Group Architects for the design and planning of site improvements to the existing Jackson Fire Station #2 located at 1906 S. Milwaukee St. at a cost not to exceed \$40,500, where the funds would come from the City's American Rescue Plan Act funds.

Attached is a memorandum from Director Elmer Hitt regarding the proposed services to be rendered by Covalle Group Architects.

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

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Elmer J. Hitt, Director of Police and Fire Services  
**DATE:** December 29, 2021  
**RECOMMENDATION:** Approval for Fire Station #2 Building and Site Upgrades

---

## SUMMARY

The Jackson Fire Department proposes to contract with Covalle Group Architects for the design and planning of site improvements to the existing Jackson Fire Station #2 located at 1906 S. Milwaukee St. The total funds of \$40,500 will come from the American Rescue Plan Act (ARPA) monies allocated to the City of Jackson.

## BUDGETARY CONSIDERATIONS

No general fund monies were budgeted for this project. The ARPA funds used will cover the entire cost, and no monies from the general fund will be expended.

## HISTORY, BACKGROUND, and DISCUSSION

Fire Station #2 was vacated in 2011 and is set reopen on Saturday, January 8, 2022 and will again be staffed with a single engine. Despite being in fair enough condition to reopen, the building and site have much needed improvements for long term sustainability and quality housing for our Jackson Fire Department employees. Covalle Group Architects will provide the designs and plans for the building and site improvements. In addition to the design and plans, Covalle Group Architects will provide additional services such as bidding assistance, construction administration, and project closeout should City Council approve moving forward with construction at a later date.

## DISCUSSION OF THE ISSUE

The reopening of Station #2 will bring a higher level of service to the citizens of Jackson and a significant value to the neighborhood it is located in. Moving forward with this project will give different options for consideration to improve the existing Station #2 building and site for long term sustainability.

## POSITION

I recommend approving contracting with Covalle Group Architects for this project.

---

November 9, 2021

Elmer J Hitt  
Director of Police & Fire Services  
216 E. Washington Ave  
Jackson, MI. 49201

RE: Fire Station #2 Building and Site Upgrades (Revised)

Dear Elmer,

This proposal is for building and site improvements to the existing Fire Station #2 located at 1906 S. Milwaukee Street 49203. The existing building is ~4,000 sqft. with a partial basement.

**The building will be upgraded to include the following work:**

- New ceilings and lighting throughout
- Raise the garage bay doors in height
- Structural design for garage bay doors
- Add a women's locker room adjacent to the north common space
- Provide a roof covering over the exterior stairway
- New roofing, eave vents and insulation in the attic space
- Install new trench drains in the garage bay
- New heating in the garage bay
- Structural analysis of building settlement

**The site will be upgraded to include the following work:**

- Acquisition of property to the west to accommodate a larger parking lot
- Demolition and replacement of all driveways
- Demolition of west screen wall and concrete patio
- Soil borings to determine required site prep and structural solutions to building settlement

**My direct consultants are:**

- V.F. and Associates Inc. for Mechanical Engineering
- Montero Enterprises Inc. for Electrical Engineering
- AR engineering for Civil Engineering
- JDH structural for Structural Engineering



COVALLE  
G R O U P  
A R C H I T E C T S | P L L C

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**WORK INCLUDED**

- Civil survey of existing and new property to the west
- Legal description for new parcel I.D.
- Soil borings
- Civil design
- Convert existing plans and field work into Autocad
- Code review
- Demolition floor plan
- New floor plan
- Reflected ceiling plan
- Plan details
- Interior elevations
- Exterior elevations for new work areas only
- Room finish and door schedules
- Power and data plan
- Lighting plan
- Electrical engineering
- HVAC plan for new work areas only
- Plumbing plan for new work areas only
- Structural design for garage door header and new roof overhang at exterior stairway
- Structural assessment of settlement
- Bidding
- Construction administration
- Project closeout
- Unlimited meetings and phone calls

**Services Not Included:**

- Printing and mailing costs for final bidding and permit documents
- Fees for permitting and plan review
- Structural design for building settlement (to be determined after structural assessment and soil borings)
- Fire alarm drawings and approvals (by subcontractor)
- I.T. vendor design (I will provide locations for data drops, cabling and termination by others)
- Work not defined in this proposal

**Fee Structure:**

- Site survey = \$3,500
- Civil engineering = \$5,500
- Architectural = \$12,000
- Allowance for soil borings = \$4,000
- Mechanical and plumbing engineering = \$2,500
- Electrical engineering = \$2,500
- Structural Engineering = \$5,000
- Structural analysis for building settlement = \$2,000
- Construction Administration = \$3,500

**Total Lump Sum Fee = \$33,000****Total Reimbursables = \$7,500**

I appreciate the opportunity to work with you on this project. Should you have any questions about our proposal, please feel free to call

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Jason R. Covalle, President  
Covalle Group Architects, PLLC

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Elmer J Hitt  
Director of Police & Fire Services

