JACKSON
Founded 1829

AGENDA – CITY COUNCIL MEETING

January 25, 2022
6:30 p.m.

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE – Invocation will be given by Sixth Ward Councilmember Will Forgrave**

3. **ROLL CALL**.

4. **ADOPTION OF AGENDA**.

5. **PRESENTATIONS/PROCLAMATIONS**.

   A. **City of Jackson's Audit Report for Fiscal Year ended June 30, 2021**
   Presentation by Rehmann, LLC, of the City of Jackson's Audit Report for Fiscal Year ended June 30, 2021.

      i. Receipt of the City of Jackson's Audit Report for Fiscal Year ended June 30, 2021.

6. **PUBLIC HEARINGS.**

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

7. **CITIZEN COMMENTS.** (3-Minute Limit)

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

A. Accept and Place on File, the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through December 31. 2021

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of January 11, 2022
Approve the minutes of the regular City Council Meeting of January 11, 2022.

B. Recognition of The Welcome Home Organization as a Nonprofit
Consideration of a resolution recognizing The Welcome Home Organization as a Nonprofit Organization operating in the community for the purpose of obtaining Millionaire Party License through the State of Michigan

C. Appointment to Racial Equity Commission
Approve the Mayor's recommendation to appoint Michael Johnson to the Racial Equity Commission for a term of 3 years, expiring 12/31/25.

D. Appointments to Employee Retirement System Board of Trustees
Approval of appointments to the Employees Retirement System Board of Trustees (ERS Board) to fill vacancies, in accordance with the recommendation of the ERS Board. Lisa Skalski – term ending 8/31/24 and Eric Terrian – term ending 8/31/22.

E. Approve a Revocable License for a Blade Sign at Fortress Café at 133 W. Michigan Avenue
Approve a Revocable License for Fortress Café for the installation of a building mounted blade sign within the Michigan Avenue public right-of-way at 133 W. Michigan Avenue and authorize the Mayor and City Clerk to execute the appropriate document(s).

F. Traffic Control Order – Ella Sharp Park Recommended Roadway Closures
Approval of Traffic Control Orders 2371-2373 for the Ella Sharp Park road closures on Birchwood Drive, south drive to soccer fields parking to Maplewood Drive; Maplewood Drive from softball parking to Probert Road; and West Hickory Avenue, Horton Road to drive to park maintenance building.

G. Special Event Application – Groundhog Gallop
Approve a request from Grow Jackson to host the Groundhog Gallop on February 5, 2022 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

H. Resignation from Human Relations Commission
Accept with regret, the resignation of Karyl Baker from the Human Relations Commission, and express gratitude to Karyl for years of contributions to the City.

I. Appointments to the Affordable Housing Board

Approve the Mayor's recommendation to appoint the following to the Affordable Housing Board: Wendy Clow, 1 year term ending 12/31/22; Katima Dickenson, 1 year term ending 12/31/22; Rachael Wingle, 2 year term ending 12/31/23; Kenneth Robinson, 2 year term ending 12/31/23, Shaunta Patton, 3 year term ending 12/31/23; Laurie Ingram, Ex-Officio; Jonathan Greene, Ex-Officio, Councilmember Angelita Gunn, Councilmember Liaison by Ordinance.

J. Reappointments to the Building Code Board of Examiners and Appeals

Approve the Mayor's recommendation to reappoint David Wooden (general public) and Mark Fish (Building Official) to the Building Code Board of Examiners and Appeals, each for a three-year term effective immediately and ending on December 31. 2025.

K. Reappointment to the City Planning Commission

Approve the Mayor's recommendation to reappoint Conner Wood to the City Planning Commission for a three-year term beginning immediately and ending on December 31, 2025.

L. Reappointments to the Civil Service Board

Approve the Mayor's recommendation to reappoint Shelia Patterson and Teresa Garcia-Blom to the Civil Service Board, each for a three year term, effective immediately and ending on December 31, 2025.

M. Appointment to the Jackson District Library Board of Trustees

Approve the Mayor's recommendation to appoint Kelsey Wood to fill a vacancy on the Jackson District Library Board of Trustees for a four-year term beginning immediately and ending on December 31, 2026.

N. Appointments to Downtown Development Authority

Approval of the Mayor's recommendation to appoint Katima Dickenson and Robert Wilkie to the Downtown Development Authority, each for a four-year term, beginning February 1, 2022 and ending on January 31, 2026.

O. Appointment and Reappointment to Election Commission

Approve the Mayor's recommendation to appoint Conner Wood and reappoint James Grant to the Election Commission, each for a four-year term, beginning immediately and ending on December 31, 2026.

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

Approve the Mayor's recommendation to appoint Darren McClelland, Sr. as an alternate to the Ella W. Sharp Park Board of Trustees for a three-year term, filling a current vacancy, beginning immediately and ending on January 31, 2025; Appoint

Daniel Mahoney as the representative of the Planning Commission, with a term to run concurrent with that of Mayor.

Q. Reappointments to the Historic District Commission

Approve the Mayor's recommendation to reappoint Maurice Imhoff, Scott Slagor and Thaddaus Williams to the Historic District Commission, each for a term of three years, beginning immediately and ending on December 31, 2025.

R. Appointment to the Human Relations Commission

Approve the Mayor's recommendation to appoint Latriva Guinn to the Human Relations Commission for a three-year term, beginning January 26, 2022 and ending on December 31, 2025, in concurrence with the HRC recommendation.

S. Appointment and Reappointment to the Local Development Finance Authority/Brownfield Redevelopment Authority

Approve the Mayor's recommendation to appoint Scott Damich and reappoint Dan Greer to the Local Development Finance Authority/Brownfield Redevelopment Authority, each for a term of four-years, expiring on June 3, 2026.

T. Reappointment to the Local Officers Compensation Commission

Approve the Mayor's recommendation to reappoint Theodore Brzezinski to the Local Officers Compensation Commission for a seven-year term beginning March 1, 2022 and ending on February 28, 2029.

U. Appointment to the Martin Luther King Corridor Improvement Authority

Approve the Mayor's recommendation to appoint Thaddaus Williams to fill a vacancy on the Martin Luther King Corridor Improvement Authority effective immediately, for a term of 2 years, expiring on 12/31/24

V. Appointments to Police Oversight Commission

Approve the Mayor's recommendation to appoint the following to the Police Oversight Commission effective immediately: Thaddaus Williams, 1 year term ending 12/31/22; Tyler Kolbe, 1 year term ending 12/31/22; Joe Filip, 2 year term ending 12/31/23; Councilmember Karen Bunnell, term to be concurrent with City Council term.

W. Reappointment to the Zoning Board of Appeals

Approve the Mayor's recommendation to reappoint Peter Mulhearn to the Zoning Board of Appeals for a term of 3 years, beginning immediately and expiring on 12/31/25.

10. OTHER BUSINESS.

A. Second Reading and Final Adoption of Ordinance 2022-01

Adopt Ordinance 2022-01 an ordinance repealing the existing Article III –

Wastewater System of Chapter 27 – Water and Sewer and enacting a revised Sewer Use Ordinance.

11. NEW BUSINESS.

A. Approve the Contract Award for Water Main Replacement on West Avenue, Carlton Boulevard to Michigan Avenue, to Bailey Excavating, Inc. of Jackson, Michigan

Approval of an award for the contract for the Water Main Replacement project for West Avenue from Carlton Boulevard to Michigan Avenue to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $964,269.07, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

B. Resolution for Approval of a Contract with the Michigan Department of Transportation for Superstructure Replacement on the High Street Bridge over the Grand River

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for superstructure replacement on the High Street bridge over the Grand River, and authorize the Mayor and City Clerk to execute the appropriate documents.

C. Approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment as per Ordinance No. 2020-15

Approve conditional phase one facility license for Leon Cannabis Centers LLC Medical/Adult Use Marihuana Class B Grower at 624 Hupp Avenue, per Ordinance No. 2020-15. Authorize the City Manager to sign the Development Agreement and make minor modifications as necessary.

D. Installation of New Streetlights

Authorize the installation of approximately 25 streetlights for an estimated one-time cost of $2,500.00 and an annual operating cost of $2,920.00 and authorize the City Engineer to coordinate with Consumers Energy for the preparation of an Authorization for Change in Standard Lighting Contract document and associated resolution for future City Council Approval.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 25, 2022

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

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Recommendation:

Conduct a Public Hearing to receive citizen comment on the City's housing and community development needs.

Attached is a memorandum from Shane LaPorte, Director of the Department of Neighborhood & Economic Development, requesting City Council conduct a Public Hearing to receive citizen comment on the City's housing and community development needs as part of the development of the 2022 – 2023 Annual Action Plan for CDBG/HOME funds. No action is required at the close of the Public Hearing.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood & Economic Operations

DATE: January 25, 2022

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

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SUMMARY

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

BUDGETARY CONSIDERATIONS

There are no budgetary considerations associated with the Public Hearing.

HISTORY, BACKGROUND and DISCUSSION

HUD regulation at 24 CFR 91.105(e) and the City's Citizen Participation Plan require a hearing allowing the public to identify housing and non-housing community development needs be held during the development of the annual action plan. Council will consider all comments received, either oral or written, with a summary of those comments incorporated in the action plan.

DISCUSSION OF THE ISSUE

Notice of the Public Hearing was published in the *Jackson Citizen Patriot* on Saturday, January 15, 2022, and *The Jackson Blazer* in its next edition. Development of the 2022 – 2023 Annual Action Plan is underway with the draft plan being available for a 30-day public comment period on or about March 18, 2021.

POSITIONS

Requested action is for City Council to conduct a Public Hearing to receive citizen comment on the City's housing and community development needs. No other action is required at this time.

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 25, 2022

SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through December 31, 2021

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through December 31, 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 December 31, 2021. Monthly expenses includes Personnel Salaries & Expenses, Administration Cost, City Attorney Expenses, Homeowner Emergency Hazards/Major Component Project Cost, Demolition Cost, Homeless Prevention Expenses, 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 December 31, 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 25, 2022

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through December 31, 2021

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending December 31, 2021.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- City Attorney Expenses
- Homeowner Emergency Hazards / Major Component Cost
  - 1513 S. MLK Jr. Dr. –Electrical System
  - 114 E. South St. – Roofing System
- Demolition Cost
  - 110 W. Euclid
  - 502 Wilson
  - 1513 Deyo
- CHDO Operating
- CHDO Reserve (Habitat for Humanity – Deland Project)
- Homeless Prevention Expenses
  - Water Shut-off Protection
  - Administration Cost

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through December 31, 2021.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Six Months Ended December 31, 2021

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	Administration & Planning							
	FY 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	-	7,109	43,862	43,862	81,138	35.1%
	Code Enforcement							
2	City Attorney Office							
	FY 2019/2020	28,700	24,538	-	4,162	28,700	-	100.0%
	FY 2021/2022	20,000	-	1,717	6,049	6,049	13,951	30.2%
	Rehabilitation Projects							
3	Rehabilitation Administration							
	FY 2019/2020	46,450	46,450	-	-	46,450	-	100.0%
	FY 2020/2021	97,696	65,877	2,132	27,172	93,048	4,648	95.2%
	FY 2021/2022	105,000	-	15,623	41,325	41,325	63,675	39.4%
4	City Emergency Hazard Repair Program							
	FY 2020/2021	497,059	157,006	28,625	229,923	386,929	110,130	77.8%
	Street Projects							
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 Six Months Ended December 31, 2021

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
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%
	Recreation -Other Projects							
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%
	Public Service							
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%
	Demolition							
18	Demolition							
	FY 2019/2020	259,000	257,552	-	1,448	259,000	0	100.0%
	FY 2020/2021	300,000	12,541	51,600	52,877	65,418	234,582	21.8%
	FY 2021/2022	75,000	-	-	-	-	75,000	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the Six Months Ended December 31, 2021

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
1 Rehabilitation Assistance Program							
FY 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	-	67,615	175,584	-	100.0%
FY 2019/2020	503,052	-	34,171	42,981	42,981	460,071	8.5%
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	2,110	4,889	11,890	14,000	-	100.0%
FY 2018/2019	18,000	-	450	9,810	9,810	8,190	54.5%
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 Six Months Ended December 31, 2021

		Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended-to-Date	Balance	Percent Spent
	Administration							
1	CDBG-CV Admin City							
	FY 2020/2021	60,000	6,687	1,592	2,669	9,356	50,644	15.6%
2	CDBG-CV Admin CAA							
	FY 2020/2021	40,000	13,773	3,027	14,395	28,168	11,832	70.4%
	Homeless Prevention - Public Services							
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	10,676	15,536	27,801	218,219	11.3%

CITY COUNCIL MEETING

January 11, 2022

CALL TO ORDER:

The Jackson City Council met in regular session inside 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 Fifth Ward Councilmember Karen Bunnell.

ROLL CALL:

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

Absent: Vice Mayor Arlene Robinson.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Assessor Jason Yoakam, City Clerk Andrea Muray, Director of Public Works Mike Osborne, City Engineer Jon Dowling, Director of Police and Fire Services Elmer Hitt, and Director of Finance Phil Hones.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. Financial Statements as of and For the 5 Months Ended November 30, 2021

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave to accept and place on file the financial statements as of and for the five months ended November 30, 2021. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

B. Accept and Place on File the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through November 30, 2021. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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.

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

OTHER BUSINESS: none.

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**
Recommendation: *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.*

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

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

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve and execute the JNET Interlocal Agreement and authorize the City Manager to sign on behalf of the City. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve of City owned properties located at 225 N. Higby and 224 N. Durand. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

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

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to adopt for the first reading of the newly revised Sewer Use Ordinance. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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

Recommendation: *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.*

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

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

Recommendation: *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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the sale of City owned property located at 211 S Elm Avenue for $9,000. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

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.
Recommendation: *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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the second amendment to the development agreement dated March 20, 2020 between the City of Jackson and New Generations Meds, authorize the City Manager to execute the second amendment, and authorize the City Attorney's Office to make minor changes if necessary. Vote - Yeas: Mayor Mahoney, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (5). Nays: Councilmember Dancy (1). Motion carried.

H. 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.*

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave for approval of the Deficit Elimination Plan Resolution as of June 30, 2021 for the Special Assessment Capital Project Fund. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

I. 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*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve Traffic Control Order 2370 – Eaton Street,, Hallett Street to dead end. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

J. 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 Milwaukee Street, at a cost not to exceed $40,500, where the funds would come from the City's American Rescue Plan Act funds.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve design and planning for building and site upgrades to Fire Station #2. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Councilmembers Gunn, Schlecte, and Forgrave all offered comments. Councilmembers Dancy and Bunnell declined to offer 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 Gunn. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 6:59 p.m.

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: January 25, 2022

SUBJECT: Recognition of The Welcome Home Organization as a Nonprofit Organization

---

Recommendation:

Consideration of a resolution recognizing The Welcome Home Organization as a Nonprofit Organization operating in the community for the purpose of obtaining Millionaire Party License through the State of Michigan.

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

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

MILLIONAIRE PARTY QUALIFICATION FORM (Local Civic Organization)

For Internal Use Only

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

1. Name of Organization The Welcome Home Organization			
2. Doing Business As (DBA) *(if applicable)* N/A			3. US Federal Employer Identification Number 84-3678704
4. Organization Physical Address 823 N. Martin Luther King Jr. Drive			
City Jackson	State Mi	ZIP Code 49202	County Jackson
5. Organization Mailing Address ☑ *Same as Pysical Address*			
City	State	ZIP Code	County
6. Telephone Number (517) 494-9348	7. Fax Number (888) 323-2176		8. Date Organization Established 11/19/2018
9. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee, or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? ☐ Yes ☑ No			
10. Briefly describe the purpose of the organization The purpose of The Welcome Home Organization is to offer services to Veterans and returning citizens that are dealing with difficult circumstances regarding homelessness, employment, food, clothing and transportation exclusively, with the STEP and SAVE programs. WHO also has a youth initiative that offers mentorship, academics and life skills through bowling and golf. Finally, WHO has an Urban Roots Initiative that offers solutions to municipalities urban gardening			
11. Name of Organization's Principal Officer Vittoria Jimerson-Overmyer		12. Principal Officer's Title Executive Director	
13. Principal Officer Mailing Address 823 N. Martin Luther King Jr. Drive			
City Jackson	State Michigan	ZIP Code 49202	County Jackson
14. Email Address thewhovision2020@gmail.com	15. Telephone Number (517) 4949348		16. Fax Number (888) 3132176
17. Name of Authorized Contact Person ☑ *Same as Principal Officer*	18. Authorized contact person's position or role with organization		
19. Contact Person Mailing Address			
City	State	ZIP Code	County
20. Email Address	21. Telephone Number ( )		22. Fax Number ( )
The undersigned hereby certifies that the representations, information, and data presented are true, accurate, and complete to the best of the undersigned's knowledge. *The undersigned understands that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.*			
Principal Officer Signature			Date 12/10/2021
Authorized Contact Signature			Date 12/10/2021

PLEASE READ CAREFULLY

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

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

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

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION — CITY

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

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL:		DISAPPROVAL:	
	Yeas: _____		Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

_____ ( ) _____
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE — PHONE NUMBER

Millionaire Party FAQs

Becoming a Qualified Organization

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

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

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

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

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

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

Religious – churches

Educational – schools, including public, private and charter

Service – Kiwanis Club, Lions Club

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

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

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

Veterans – VFW, AMVETS

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

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

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

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

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

Millionaire Party Event Application

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

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

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

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

Q: Where can I hold my event?

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

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

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

Event Staffing

Q: Who can work/assist at the event?

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

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

Q: Who can be chairperson at my event?

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

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

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

Q: Who can be a dealer at my event?

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

(a) A felony

(b) A gambling offense

(c) Criminal fraud

(d) Forgery

(e) Larceny

(f) Filing a false report with a governmental agency

Changes: Event Changes, Cancelations and Organizational Changes

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

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

Q: How do I cancel my Millionaire Party event?

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

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

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

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

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

General Information

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

A: You can stay informed by checking the MGCB website for the latest news and updated forms and subscribing to **MGCB Millionaire Party emails**.

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

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

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

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

CITY OF
JACKSON
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

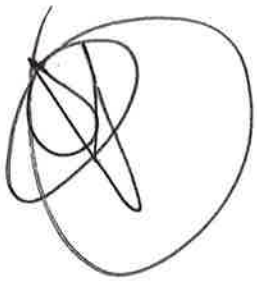
SUBJECT: Appointment to Racial Equity Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Michael Johnson to fill a vacancy on the Racial Equity Commission for a term of 3 years, expiring on 12/31/25.

Your consideration and concurrence is appreciated.

DM:lmm



Lisa Moutinho

From: Bethsemane K. Williams
Sent: Wednesday, January 12, 2022 11:01 AM
To: Lisa Moutinho
Cc: John Willis
Subject: New Member for Racial Equity Commission
Attachments: Michael Johnson Jr. - Racial Equity Commission Application.pdf; Racial Equity Commission December Meeting Minutes.pdf

Good morning Lisa,

Please see attached Michael Johnson's Racial Equity Commission Application. He was approved by the commission (see REC December Meeting Minutes attached) and cleared by the Treasurer's Office to serve as a member for a three (3) year term. Please add to the next City Council Agenda.

Thank you,

Bethsemane Williams
Office Administrator
City of Jackson – DEI Office

PHONE: (517)768-6438
EMAIL: BKWilliams@cityofjackson.org
WEBSITE: www.cityofjackson.org
ADDRESS: 161 W. Michigan Ave, Jackson, MI 49203

Lisa Moutinho

From: noreply@civicplus.com
Sent: Thursday, January 20, 2022 3:26 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Michael
Last Name	Johnson Jr
Address	915 Orchard Place
City	Jackson
State	MI
Zip	49203
Phone Number	5177452753
Email	mbj809@culver.edu
Last four digits of Social Security Number	7279
Occupation	Entrepreneur
Describe your community involvement.	Born and raised in Jackson Mi. Graduated from Jackson High School. I have a huge family presence with deep roots in the community and also many friends that live in Jackson MI. I am vested in the community of Jackson MI. I moved back to Jackson MI after graduating in Missouri at Culver Stockton College. I volunteer my time and prior to covid I was very active in the community volunteering for multiple groups and served as a motivational speaker for many diverse groups. With the onset of covid, I have also participated with various initiatives launched by residents in action, partial to girls, Jackson citizens advisory council etc.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a	Yes

board or commission. However, some boards and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	No
Why do you want to serve on your selected board or commission?	As a young Black Male I have lived experience with racial discrimination, prejudice, biased (Inherent and Direct), indifference, in multiple sectors in the Jackson community, I have established and trusted relationships and connections within the community, especially the youth. Over the years the people have viewed me as a role model so I have the ability to solicit feedback and many diverse perspectives, I also have a bachelor's degree in criminal justice so I have thoroughly studied the subject of diversity, equity, and inclusion. As a result of my combined academic background and personal/professional portfolio, and experience I would be a perfect candidate to review issues and make recommendations for systems change, to address and dismantle systemic racism.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

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

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

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Michael Johnson Jr
Date of Submission	1/20/2022

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Click here to report this email as spam.

JACKSON
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RACIAL EQUITY COMMISSION MEETING MINUTES

December 7, 2021

CALL TO ORDER:

The Racial Equity Commission met in person at City Hall, in accordance with State and Federal guidelines. The meeting was called to order at 4:02 p.m. by Chair Kesha Hamilton.

City Manager Jonathan Greene came in to talk about the proper channels and policies of the City of Jackson. The City Public Officer can get items out on Facebook quickly and the ERC will not get a new Facebook page. Commissioner Willis can make changes on the Cities website if we need him to.

ROLL CALL:

Present: DEI Officer John Willis, Chair Kesha Hamilton, Secretary Daveda Quinn, Freddie Dancy, Jacob Inosencio and Jacqueline Barber, Daniel Mahoney. Absent Commissioners: Vice Chair Donita Bentley.

Also Present: John Greene, City Manager

LAND ACKNOWLEDGEMENT:

Read by Chair Hamilton and will be read at every meeting.

ADOPTION OF THE AGENDA:

Chair Hamilton asked for a motion to accept the agenda, Motion made by Commissioner Dancy and seconded by Commissioner Willis. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Inosencio and Dancy. Nay: None, Motion carried. No discussion.

CITIZEN COMMENTS: Kesha read the rules (standards of conduct) 3 minutes for comments.

No citizen comments – Guest couldn't make it today.

APPROVAL OF THE PREVIOUS MEETING MINUTES:

A motion was made to approve the amended October meeting minutes by Commissioner Dancy and seconded by Commissioner Barber. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Barber, Inosencio and Dancy. Nay: None, Motion carried. No discussion.

COMMUNITY LIAISON POLICE OFFICER REPORT:

Deputy Chief emailed report in today to Commissioner Willis, John read the email. Director Hitt said that the position for the Group Violence Intervention Coordinator will close applications on December 15th and shared that two new cadets start soon, three new cadets next year and Officer Marc Smith is retiring after 25 years. Fire Department Station #2 is reopening soon (Prospect and Milwaukee) and slated to open January 8, 2022. This will be great for the neighborhood and provide better service along with many other benefits. Email was given to Commissioner Quinn for the minutes.

COMMITTEE REPORTS: Nominating Committee met this month.

a. Board Development Committee – Chair Commissioner Dancy (have not met)
b. Policy and Procedure Committee – Chair Commissioner Bentley (have not met)
c. Contract and Purchasing Committee – Chair Commissioner Mahoney (have not met)
d. Nominating Committee – Chair Commissioner Quinn, Members Commissioners Hamilton, and Dancy held five good interviews with great feedback. We are bringing Clevester Moten, and Michael B. Johnson forward as our picks to the full commission. Motion was made by Commissioner Barber and seconded by Commissioner Dancy to recommend Clevester Moten pending his address is in the City of Jackson, after looking up his address, motion amended to appoint him to an Ex-Officio seat because he lives in Blackman Twp. Vote – Yeas: Commissioners Hamilton, Inosencio, Barber, Willis, Dancy, and Quinn. Nay: None, Motion carries. No discussion.

   Motion made by Commissioner Inosencio and seconded by Commissioner Barber to send Michael Johnson to the Mayor for an appointment to the Commission. Vote – Yeas: Commissioner Hamilton, Inosencio, Barber, Willis, Dancy, and Quinn. Nay: None, Motion carries. No discussion.
e. Public Communications Committee – Chair Commissioner Hamilton (have not met)

f. Housing and Mobility Committee – Chair Commissioner Quinn (have not met)

OLD BUSINESS:

a. Planned Ward meeting with Karen Bunnell, Ward 5 Council person on 12/15/21 at Lean Rocket at 6:00pm, a date for Council woman Angelita Gunn will be next year.
b. RFQ Update, we have a copy in front of us, tonight, and the dates are tentative. Important to read over and be prepared at the next meeting in January 2022 to vote. Read pages 14-15 especially. If Commissioners have any edits, please do so by 1/4/2022 and send to Commissioner Willis and Hamilton, not to all the Commissioners.
c. City branding and business cards are needed. Each Commissioner chose tonight what style of shirt and we choose burgundy as our color.

d. Update on amending the REC Ordinance- we have an 11-member board (7chosen by the city and 4 by the REC).

e. We reviewed the letter and no we will not use it.

f. Reviewed the scrip from Daniel Mahoney and made edits. We may use a white board. Motion made by Commissioner Barber and seconded by Commissioner Dancy to accept the commercial edited script. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Barber, and Dancy. Nay: None, Motion carried.

NEW BUSINESS:

a. Reviewed the 2022 meeting dates and changed dates (January 11th, July 12th, and August 9th). Motion made by Commissioner Quinn and seconded Commissioner Barber to accept the 2022 meeting schedule as amended. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Barber, and Dancy. Nay: None, Motion carried.

COMMISSIONER COMMENTS:

Commissioner Willis said that Chair Hamilton was doing a great job chairing the Racial Equity Commission Chair.

ADJOURNMENT:

Motion to adjourn, Motion made by Commissioner Dancy and seconded by Commissioner Barber. Vote – Yeas: Commissioners Hamilton, Willis, Quinn, Mahoney, and Dancy. Nay: None, Motion carried. No discussion.

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 25, 2022

SUBJECT: Appointments to Employees Retirement System Board of Trustees

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Recommendation:

Approval of appointments to the Employees Retirement System Board of Trustees (ERS Board) to fill vacancies, in accordance with the recommendation of the ERS Board.

Attached is a report from Heather Ehnis, Vice Chair of the ERS Board, regarding recommended Trustee appointments to fill vacancies.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Vice Chair, Employees Retirement System

DATE: January 25, 2022

RECOMMENDATION: **Approval of appointments to the Employees Retirement System Board of Trustees (ERS Board) to fill vacancies, in accordance with the recommendation of the ERS Board.**

SUMMARY

A vacancy occurred in October 2021 on the Board of Trustees of the Employees Retirement System, due to Jeffrey Heston, former elected Trustee and Chair of the ERS Board leaving employment with the City. Mr. Heston's term was to have been effective through August 31, 2024. A vacancy also occurred January 4, 2022, when former elected Trustee Julie Schell left City employment. This is a submission to the City Council to approve the filling of those vacancies.

BUDGETARY CONSIDERATIONS

None.

HISTORY, BACKGROUND and DISCUSSION

Chapter 2, Article VI, Section 2-530(b) of the City Code of Ordinances states that *"In the event a vacancy occurs on the board of trustees the city council shall fill the vacancy, by appointment, for the unexpired portion of the term."* As with past practice, at its November 3, 2021 meeting, the ERS Board moved to solicit letters from current ERS plan members, whether Non-Union or Union, interested in serving out the remainder of Mr. Heston's term.

DISCUSSION OF THE ISSUE

Four letters of interest were received: Lisa Skalski, Tax Supervisor, Treasurer's Office; Chandra Willinger, Public Works/Utilities Fiscal Supervisor; Eric Miller, Operator II, Wastewater Treatment Plant; and Eric Terrian, Superintendent, Ella Sharp Park. The Board scheduled a special meeting for January 5, 2022 to review the letters and make a selection for City Council approval.

At that special meeting it was reported that another vacancy became available effective January 4, 2022, with Trustee Schell leaving City employment.

Upon review of applicants' letters of interest, the board moved to recommend Lisa Skalski be appointed for the term ending August 31, 2024, and Eric Terrian be appointed for the term ending August 31, 2022.

POSITIONS

It is the request of the ERS Board that the City Council concur with the recommendations of Lisa Skalski and Eric Terrian's appointments to the Board, effective immediately, to complete the terms for the vacant positions through August 31, 2024 and August 31, 2022, respectively.

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 25, 2022

SUBJECT: **Approve a Revocable License for a Blade Sign at Fortress Café at 133 W. Michigan Avenue**

Recommendation:

> **Approve a Revocable License for Fortress Cafe for the installation of a building mounted blade sign within the Michigan Avenue public right-of-way at 133 W. Michigan Avenue 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 25, 2022

RECOMMENDATION: Approve a Revocable License for Fortress Café for the installation of a building mounted blade sign within the Michigan Avenue public right-of-way at 133 W. Michigan Avenue and authorize the Mayor and City Clerk to execute the appropriate document(s).

SUMMARY

The City has received a Revocable License request from Fortress Café for the installation of a building mounted blade sign on the building at 133 W. Michigan Avenue. The blade sign will extend into the Michigan Avenue 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 133 W. Michigan Avenue 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 W. Michigan Avenue 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 Michigan Avenue 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 **Fortress Café, a Michigan limited liability company, with offices at 133 W. Michigan Avenue, Jackson, Michigan 49201**, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's **Michigan Avenue** right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as **133 W. Michigan Avenue**, Jackson, Michigan, a **30-inch wide by 24-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 $1,000,000.00 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:
Fortress Café
a Michigan Limited Liability Company

By_____
Duncan Bone, Owner

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this _____ day of _____, 2022, by Duncan Bone, the owner of Fortress Cafe, on behalf of the limited liability company.

_____
Notary Public
Jackson County, Michigan
My Comm. Exp.:_____

Drafted by:
Matthew Hagerty
City Attorney
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

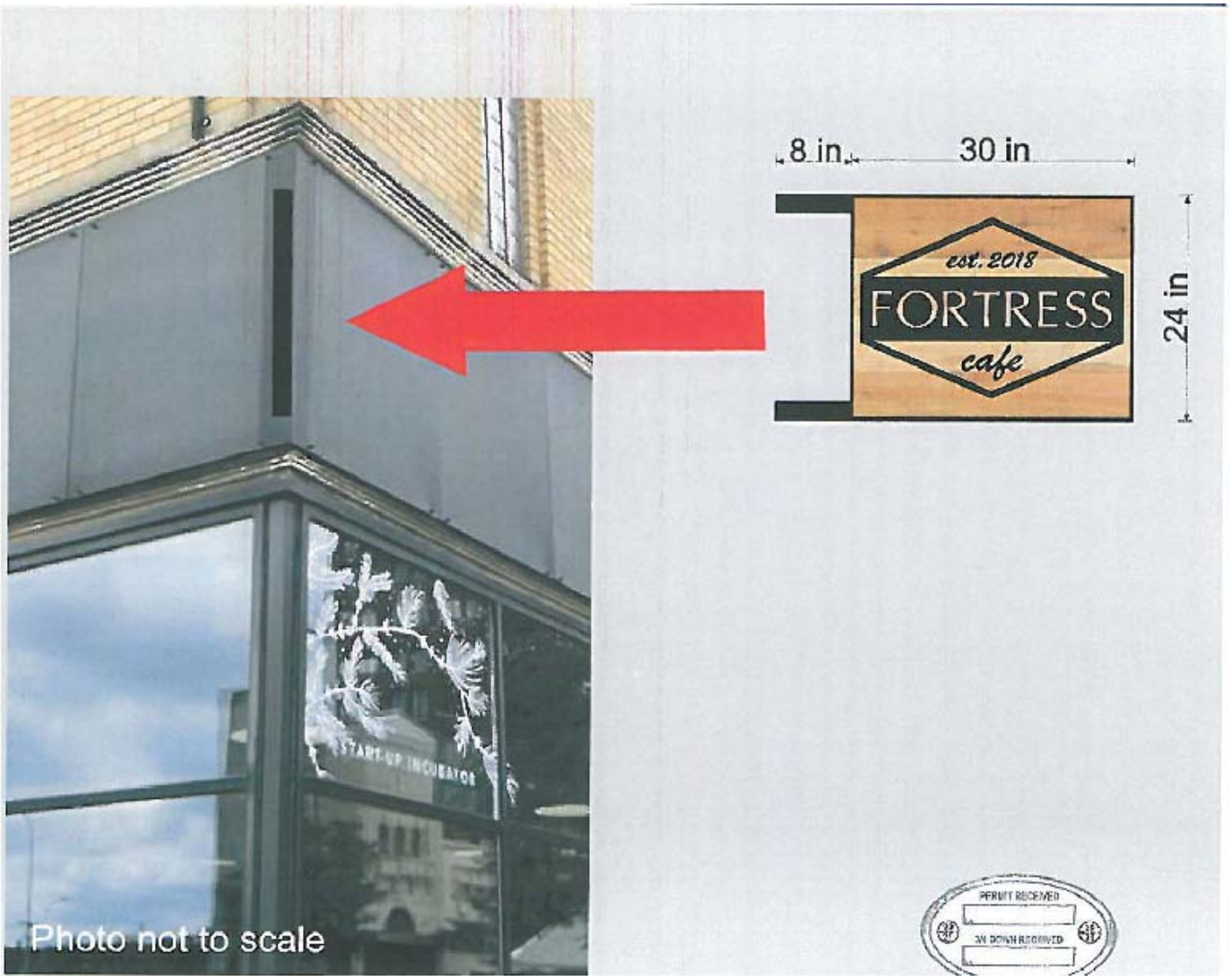
ATTACHMENT 1

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

The East 42 feet of Lot 8, Block 1 South, Rage 1 East of the Original Plat of the Village of Jacksonburgh.

EXHIBIT A, PAGE 1 OF 1

FORTRESS CAFE, 133 W MICHIGAN, PIN 4-0022



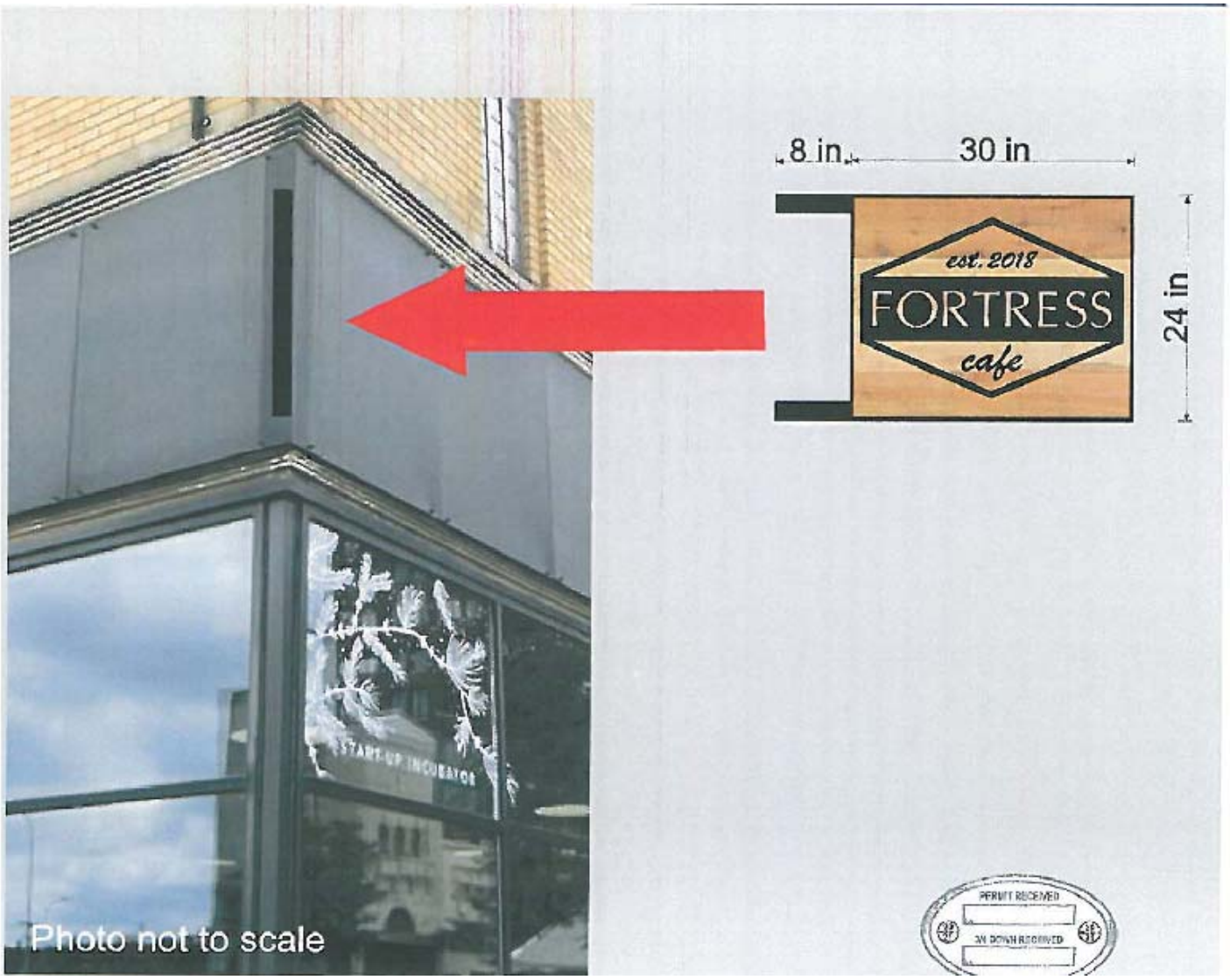
ATTACHMENT 1

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

The East 42 feet of Lot 8, Block 1 South, Rage 1 East of the Original Plat of the Village of Jacksonburgh.

EXHIBIT A, PAGE 1 OF 1

FORTRESS CAFE, 133 W MICHIGAN, PIN 4-0022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2022

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

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

PRODUCER	CONTACT NAME: Pamela Bacon	
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517) 787-2600	FAX (A/C, No): (517) 787-3857
	E-MAIL ADDRESS: pbacon@waltoninsurancegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Co	
INSURED Fortress Cafe LLC 133 W. Michigan Avenue Jackson MI 49201	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL221623899 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		BZS61525956	06/23/2021	06/23/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Hired/Non-Owned Auto	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS61525956	06/23/2021	06/23/2022	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

The City of Jackson including its officials and employees are Additional Insured per endorsement BP7996 09/16

CERTIFICATE HOLDER

The City of Jackson
161 W. Michigan Avenue
Jackson MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela Bacon

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

SECTION	SUBJECT
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The $250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a $3,000 limit.
2. The $250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a $500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions - Applicable To Business Liability Coverage** is replaced by the following:

   With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

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2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions:**

   a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

      (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

      (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

   b. This coverage does not apply to:

      (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

      (2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

      (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

   a. Currently in effect or becoming effective during the term of this policy; and

   b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:

   a. The person or organization is only an additional insured with respect to liability arising out of:

      (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and

      (2) Caused in whole or in part by your ongoing operations performed for that insured.

   b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.

   c. The insurance afforded to the additional insured does not apply to:

      (1) Liability arising out of the sole negligence of the additional insured;

      (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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(a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or

(4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured:**

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;

2. Section **A.1. Business Liability** does not apply to:

   a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and

   b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.

3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

   For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

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I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

   3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

   9. "Insured contract" means:

      a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

      b. A sidetrack agreement;

      c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

      d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

      e. An elevator maintenance agreement;

      f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** does not include that part of any contract or agreement:

      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

   b. Malicious prosecution or abuse of process;

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CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 25, 2022

SUBJECT: **Traffic Control Orders - Ella Sharp Park Recommended Roadway Closures**

Recommendation:

> **Approval of Traffic Control Orders 2371 – 2373 for the Ella Sharp Park road closures on Birchwood Drive, south drive to soccer fields parking to Maplewood Drive; Maplewood Drive from softball parking to Probert Road; and West Hickory Avenue, Horton Road to drive to park maintenance building.**

Attached is a report and Traffic Control Orders from Jon Dowling, City Engineer to close down certain portions of roads in Ella Sharp Park.

I recommend approval of Traffic Control Orders 2371 through 2373. 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 25, 2022

RECOMMENDATION: **Approval of Traffic Control Orders 2371 – 2373 for the Ella Sharp Park road closures on Birchwood Drive, south drive to soccer fields parking to Maplewood Drive; Maplewood Drive from softball parking to Probert Road; and West Hickory Avenue, Horton Road to drive to park maintenance building.**

SUMMARY

Due to issues occurring in Ella Sharp Park on some of its back roads, it is recommended to close several of the roadways in the park. Traffic Control Orders 2371 – 2373 have been prepared for the closures.

BUDGETARY CONSIDERATIONS

The Department of Public Works is planning to obtain concrete barriers from Wilbee Transit Mix to close the roads. Some advance warning signs will be required to advise motorists that the roads are not open to thru traffic. The estimated cost of this work is in the range of $4,000 - $5,000.

HISTORY, BACKGROUND and DISCUSSION

Ella Sharp Park became part of the City on December 10, 1914 through the will of Ella W. Sharp. In February of 1915 a survey of the 563 acre park was completed with proposed roads laid out. Over the years the layouts of the roads have been modified and currently 4.55 miles of roads go through the park.

DISCUSSION OF THE ISSUE

Over the years the City has been experiencing problems on some of the back roads in the park with trash being dumped, illegal activities and poor road conditions.

The traffic count on Maplewood Dr. between Birchwood Dr. and Probert Road was 300 Vehicles Per Day (VPD) in 2016 and 235 VPD in 2019. The low traffic counts mean that undesirable activities can occur with a small chance of anyone else being around to observe them.

The traffic count on W. Hickory Ave. from Horton Road to Fourth Street was 565 VPD in 2016 and 754 VPD in 2019. Speeding is occurring on W. Hickory Ave. and several accidents have occurred with northbound motorists not negotiating the curve north of the maintenance building property and going through the fence, ending up on the golf course.

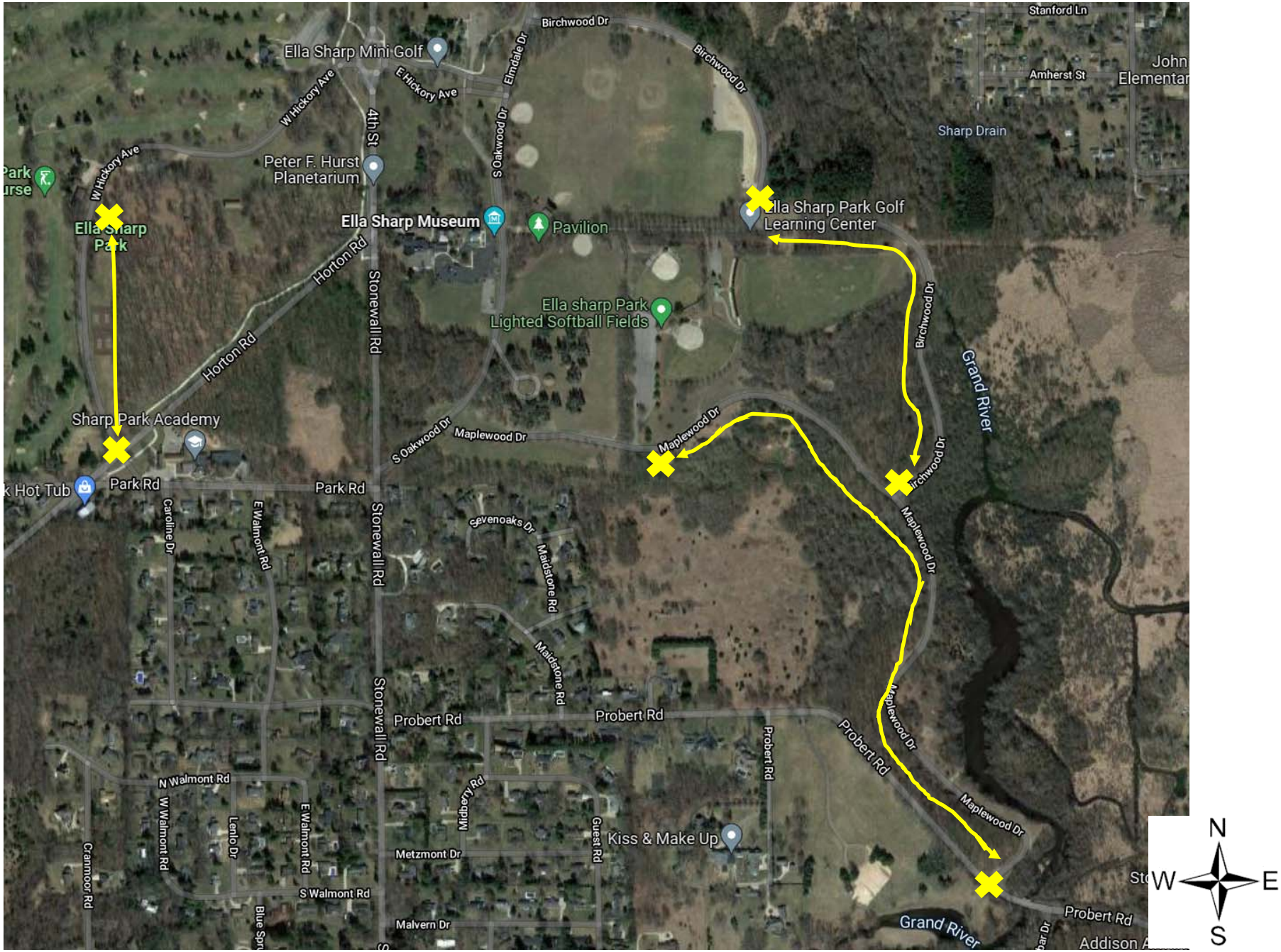
During the winter months DPW is spending time and money to salt and plow these road for the few motorists that are using them. Closing Birchwood Dr. from the soccer fields parking to Maplewood Dr., and Maplewood Dr. from the softball parking lot to Probert Rd. would close down 1.27 miles of roadway on the east side of the park. Closing W. Hickory Ave. from Horton Rd. to the park maintenance building would close down 0.29 miles of roadway on the west side of the park.

POSITION

It is the recommendation of Engineering, Parks, Recreation and Grounds and Department of Public Works that Birchwood Dr., south drive to soccer fields parking to Maplewood Dr.; Maplewood Dr. to softball parking to Probert Road; and West Hickory Avenue, Horton Road to drive to park maintenance building be closed and that Traffic Control Orders 2371-2373 be approved.

P:\TRAFFIC\tco\TCO cover memos\TCO 2371-2373 report to council.docx

Traffic Control Orders 2371-2373



CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2371

LOCATION: Birchwood Drive: South drive to soccer fields parking to Maplewood Drive
DATE: January 25, 2022
ASSIGNED TO: DPW and Sign Shop

TCO DESCRIPTION

Due to concerns regarding conditions of roadway, public safety and winter maintenance, it has been requested to close some of the back roads in Ella Sharp Park.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Close Birchwood Drive from the south drive to the soccer fields parking to Maplewood Drive.

APPROVED ☐ **REJECTED** ☐ **DATE:** January 25, 2022 BY CITY COUNCIL

WORK ASSIGNMENT:
DATE: January 26, 2022
TO: DPW and Sign Shop

1) Place concrete barricades on Birchwood Drive at the south drive of the soccer fields parking.

2) Place Road Closed Ahead advance warning signs on Birchwood Drive at Elmdale Drive.

BY JON H. DOWLING, P.E.

MATERIAL USED

☐ 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

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2372

LOCATION: Maplewood Drive: From softball parking lot to Probert Road
DATE: January 25, 2022
ASSIGNED TO: DPW and Sign Shop

TCO DESCRIPTION

Due to concerns regarding conditions of roadway, public safety and winter maintenance, it has been requested to close some of the back roads in Ella Sharp Park.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Close Maplewood Drive from the softball parking lot to Probert Road.

APPROVED ☐ **REJECTED** ☐ **DATE:** January 25, 2022 BY CITY COUNCIL

WORK ASSIGNMENT:
DATE: January 26, 2022
TO: DPW and Sign Shop

1) Place concrete barricades on Maplewood Drive from the softball parking lot and at Probert Road.

2) Place Road Closed Ahead advance warning signs on Maplewood Drive at S. Oakwood Drive.

BY JON H. DOWLING, P.E.

MATERIAL USED

☐ 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

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order 2373

LOCATION: W. Hickory Avenue: south of the park maintenance building driveway to Horton Road
DATE: January 25, 2022
ASSIGNED TO: DPW and Sign Shop

TCO DESCRIPTION

Due to concerns arising regarding conditions of roadway, public safety and winter maintenance, it has been requested to close the back roads in Ella Sharp Park.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Close W. Hickory Avenue from south of the park maintenance building to Horton Road.

APPROVED ☐ **REJECTED** ☐ **DATE:** January 25, 2022 BY CITY COUNCIL

WORK ASSIGNMENT:
DATE: January 26, 2022
TO: DPW and Sign Shop

1) Place concrete barricades on W. Hickory Avenue south of the park maintenance building driveway and at Horton Road.

2) Place Road Closed Ahead advance warning sign on W. Hickory Avenue at Fourth Street roundabout.

BY JON H. DOWLING, P.E.

MATERIAL USED

☐ 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

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: January 25, 2022

SUBJECT: Special Event Application: Groundhog Gallop

Recommendation:

Approve a request from Grow Jackson to host the Groundhog Gallop on February 5, 2022 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Groundhog Gallop.

I recommend approval of the special event application for the Groundhog Gallop. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: January 25, 2022

RECOMMENDATION: Approve a request from Grow Jackson to host the Groundhog Gallop on February 5, 2022 at Parkside Middle School and on the Martin Luther King, Jr. Equality Trail.

SUMMARY: A family-friendly 5k run/walk, with proceeds benefitting Grow Jackson

---

DEPARTMENTAL APPROVAL SUMMARY

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

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

CONDITIONS & CONSIDERATIONS

No city services needed

INSURANCE STATUS

Approval pending receipt of updated certificate of insurance

ATTACHMENTS: Special Event Application: Groundhog Gallop

JACKSON
Founded 1829

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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: GROW JACKSON		
Address: 740 W MICHIGAN AVE		Phone: (517) 745-9805
Tax ID#: 85-3704505	Website: www.growjackson.org	
Contact Name: JACOB INOSENCIO	Phone: 517-745-9805 Email:	jacob@growjackson.org
Contact Name:	Phone: Email:	
Contact Name During Event:		Phone: ( )

Event Information

Event Name: GROW JACKSON GROUND HOG GALLOP

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
2/5/2022	6 AM	8 AM	12:00 PM	1:00 PM

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

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 150

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

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

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

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☑MLK Equality Trail

☑Other Location: PARKSIDE & SURROUNDING TRAILS

☑Streets: 4th ST PARK

☐Other Park:_____

Brief description of Event

This race will start and end @ Parkside, going down the trail + back again. It will not go on city streets nor cross intersections, so No closures or police assistance will be needed.

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

Street Name:_____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

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

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

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

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

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

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

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

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: _____

Date: 1/18/2022

Office Use ONLY
Application Received: Date: 1/19/22 Time: 9 AM By:
Application Fee Received: V $75

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

Covid-19 Contingency Plan

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

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

This event will occur outside and socially distanced

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

Each participant will be tracked and have their temperature checked on race day

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

Masks will be worn for any inside participation within Parkside in accordance w/ JPS Guidelines

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2022

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

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

PRODUCER	CONTACT NAME: Angela Hawkins	
Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	PHONE (A/C, No, Ext): 517-788-9130	FAX (A/C, No): 517-788-8036
	E-MAIL ADDRESS: ahawkins@richmondagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto Owners	18988
INSURED Grow Jackson 215 N. Higby St. Jackson MI 49202	INSURER B : Home Owners	26638
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20220114131330143 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	06133304	12/01/2020	12/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	5321155300	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 510,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	5328196000	03/17/2021	12/01/2021	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

City of Jackson
161 W. Michigan Ave
Jackson MI 49201

Email: dsimmons@cityofjackson.org

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Angela S. Hawkins

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2022

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Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	PHONE (A/C, No, Ext): 517-788-9130	FAX (A/C, No): 517-788-8036
	E-MAIL ADDRESS: ahawkins@richmondagency.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto Owners	18988
INSURER B : Home Owners	26638
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Grow Jackson, 215 N. Higby St., Jackson MI 49202

COVERAGES **CERTIFICATE NUMBER:** 20220114115408819 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	06133304	12/01/2020	12/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	5321155300	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 510,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	5328196000	03/17/2021	12/01/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

The Jackson Downtown Development Authority
161 W. Michigan Ave.
Jackson MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Angela S. Hawkins

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mapmyrun.com
START
+
STOP
Satellite
Bike Path

CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Accept the Resignation of Karyl Baker from the Human Relations Commission

Recommendation:

Approve the Mayor's recommendation to accept the resignation of Karyl Baker from the Human Relations Commission effective immediately and to express gratitude to Karyl for the immense contributions to the community.

On December 17, 2019, City Council approved the Mayor's recommendation to appoint Karyl Baker to the Human Relations Commission to a four year term, ending December 31, 2023. Circumstances do not make continued service possible; Karyl has therefore resigned.

DM:lmm

CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointments to Affordable Housing Board

RECOMMENDATION:

Approve the Mayor's recommendation to appoint the following to the Affordable Housing Board:

No	Name	Term Ends	Term
1	Wendy Clow	12/31/2022	1 yr
2	Katima Dickenson	12/31/2022	1 yr
3	Rachel Wingle	12/31/2023	2 yr
4	Kenneth Robinson	12/31/2023	2 yr
5	Shaunta Patton	12/31/2024	3 yr
6 Ex Offcio	Laurie Ingram	JHC Director by Ordinance	
7 Ex Officio	Jonathan Greene	City Manager by Ordinance	
8 Ex Officio	Angelita Gunn	Councilmember Liaison by Ordinance	

The Affordable Housing Development Board shall consist of five (5) members nominated by the Mayor and approved by City Council, who shall be residents of Jackson County.

Members shall serve for five-year terms. In making appointments of members of the Affordable Housing Development Board, the Mayor shall recommend, and City Council shall appoint, person who, insofar as possible, have experience and/or an interest in addressing housing affordability, stability, and developments needs within the City.

The terms of office of the first Affordable Housing Development Board – members appointed hereunder shall be fixed by the Mayor and City Council so that the terms of two (2) members will be for one (1) year, two (2) members will be for three (3) years, and one (1) will be for five (5) years. After the initial board is formed, all members thereafter will be appointed for five-year terms.

Your concurrence and consideration is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, January 4, 2022 11:10 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Wendy
Last Name	Clow
Address	251 W. Prospect st.
City	Jackson
State	MI
Zip	49203
Phone Number	5173582812
Email	wendyc@jacksonhabitat.org
Last four digits of Social Security Number	8165
Occupation	Executive Director, Habitat for Humanity
Describe your community involvement.	Director of Habitat for Humanity; Advocate for affordable housing; Member of Continuum of Care
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	6 years
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I am interested in serving on this board to contribute my knowledge of the state of affordable housing in Jackson, as well as the resources we have available for providing services and programs to help provide solutions.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will

be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Wendy Clow
Date of Submission	1/4/2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, January 10, 2022 4:20 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Katima
Last Name	Dickenson
Address	200 N Jackson Street
City	Jackson
State	Michigan
Zip	49201
Phone Number	5177770200
Email	katima.dickenson@kmgprestige.com
Last four digits of Social Security Number	2997
Occupation	Community Manager
Describe your community involvement.	Since relocating to Jackson to manage THE 200, my primary focus was on providing great consumer care to anyone interested in seeing our community. Being one of the only and 1st of it's kind in the housing industry it is and was important for me to set and maintain a standard of what housing in the City of Jackson should and can be. With my drive, the community was fully leased within 90 days and 100% occupied before May 1st. The need for fair market housing exists in our community and I would like to be an advocate for anyone interested in investing in our City. COVID-19 has prevented me from joining many community organizations and activities but I have begun to network with many groups and I am looking forward to learning more about our City and County to see where I am best suited to serve.

Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	December 2020
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Building Authority, Downtown Development Authority Board, Economic Development Corporation for Jackson County, Jackson Housing Commission, Planning Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	All of the Boards that I have selected I have 1st hand knowledge from childhood growing up in Harlem, New York. I've only lived in apartment setting and have worked over 30 years in the Hospitality industry with 25 years of Residential Housing experience. I believe in quality housing for all budgets and price ranges and it is possible. My experience spans from low income, HUD, Section 8 and new construction with a personal focus on educating residents on progressive home ownership. I selected these boards due to the involvement they have towards the people of the community. I know that my knowledge of the Housing industry could be very valuable to each board and the residents of the community.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that

clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

City Charter Section 2.15. - Person in Default to the City.
The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

Final Submission
Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Katima Dickenson
Date of Submission	January 10, 2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, November 24, 2021 11:28 AM
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Rachael
Last Name	Wingle
Address	3477 Wellman Road
City	Parma
State	MI
Zip	49269
Phone Number	517-748-1243
Email	rachaelwingle@gmail.com
Last four digits of Social Security Number	6135
Occupation	Property Manager/Developer (Viking Rental Properties LLC) and Director of the Shop Rat Education Foundation.
Describe your community involvement.	For 15 years, I have served as both instructor and program Director for the Shoprat Education Foundation. Through this organization I have taught construction and industrial trades to thousands of Jackson county youth, in an effort to increase the skilled trades pipeline to local area employers. I have also dedicated 9 years towards improving our Jackson housing market. I have done this through purchasing distressed city owned homes and bringing them up to new construction housing codes and standards. My goal and effort is to provide safe, clean and affordable rental housing for Jackson residents, as well as, to preserve the historical integrity of our town.

Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Parma, MI
If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Jackson Housing Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I am a lifelong, 3rd Generation, Jackson resident. Although I do not reside within the city limits, I do however, invest heavily within the city, pay city taxes and work in town daily. Growing up as a renter myself in the City of Jackson, I am able to empathize with renters and understand the needs that they face. I am experienced working with the diverse population of our City, and my wish is to improve the quality of life for all residents. I love our town, and I would love even more to be part of a greater solution.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

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

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Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Rachael Wingle
Date of Submission	11/24/2021

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, January 17, 2022 6:12 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Kenneth
Last Name	Robinson
Address	1042 Williams Street
City	Jackson
State	Michigan
Zip	49203
Phone Number	5177886040
Email	Kenneth.Robinson@jpsk12.org
Last four digits of Social Security Number	0486
Occupation	Teacher/Behavorial Tech
Describe your community involvement.	I started off helping my aunt with Grace Haven Homeless from 1993 until 2011 range. Helping the homeless find shelter, helping with food and clothing drives, and teaching classes on coping skills, financial literacy, and reading workshops. From there I became a youth sports coach. Volunteering my time coaching various sports around the area. As a member of the educational community (teacher assistant, para-professional, and teacher) I have volunteered my time with the Relay for Life program for several years. Lastly, I volunteered my time with the Big Brother & Big Sister program for a few years.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission.	Yes

However, some boards and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	25 years
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Building Code Board of Examiners and Appeals, Civil Service Board, Election Commission, Historic District Commission , Jackson Area Comprehensive Transportation Study, MLK Corridor Improvement Authority, Parks and Recreation Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	Many of the selections that I picked, match with my areas of interest, educational background, and my passion. Also, I feel that as a "Life Long" Learner, I am always seeking to learn from others and provide some input as well to help individuals grow as citizens because I am looking to grow as a citizen and help my community grow as well.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice

describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Kenneth O Robinson
Date of Submission	01/17/2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Sunday, January 23, 2022 4:46 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Shaunta
Last Name	Patton
Address	115 Stanley Ave
City	Jackson
State	MI
Zip	49203
Phone Number	5178883736
Email	Spatton2011@gmail.com
Last four digits of Social Security Number	1464
Occupation	Social worker for homeless
Describe your community involvement.	I work with resident experiencing homelessness in the community. In addition, I coordinate with local churches to fill needs in the community. I am a member of the Quest Southeast Lions Club. Council member of Michigan Child Support Advisory Council.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	41 years
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I would like to use my 10 plus years of experience working with Jackson residents who are experiencing homelessness to support the community.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

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Digital Signature	Shaunta Patton
Date of Submission	01/23/2022

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CITY OF
JACKSON
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Reappointment to the Building Code Board of Examiners and Appeals

---

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint David Wooden (general public) and Mark Fish (Building Official) to the Building Code Board of Examiners and Appeals, each for a three-year term effective immediately and ending on December 31, 2025.

In accordance with City Code, Chapter 5, Article 2, the Mayor and City Council appoint five members to three-year terms. 1 building contractor, 1 registered architect or engineer, 2 members of the general public and 1 building official.

It is my recommendation, therefore, to reappoint David Wooden (general public) and Mark Fish (building official) to the Building Code Board of Examiners and Appeals for a three-year term effective immediately and ending on December 31, 2025.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, January 3, 2022 8:27 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	David
Last Name	Wooden
Address	518 N Jackson St.
City	Jackson
State	MI
Zip	49201
Phone Number	517-240-0039
Email	dwooden@cityofjackson.org
Last four digits of Social Security Number	4166
Occupation	Deputy Fire Chief
Describe your community involvement.	By virtue of my position in the Fire Dept, I am willing to serve one more year on the Building Code Board of Examiners.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Hanover, MI

If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Building Code Board of Examiners and Appeals
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	As a part of my position in the Fire Department.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

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

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(Section Break)

Final Submission

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

Digital Signature	David D. Wooden
Date of Submission	01/03/2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, January 3, 2022 7:08 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	mark
Last Name	fish
Address	6272 Elwyn Ct
City	Clarklake
State	MI
Zip	49234
Phone Number	517-206-6551
Email	mfish@cityofjackson.org
Last four digits of Social Security Number	7343
Occupation	Electrical Inspector
Describe your community involvement.	work in the city- I am actively involved in code enforcement at many levels and take pride in having the city clean
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	clarklake

If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Building Code Board of Examiners and Appeals
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	To assist in keeping the dilapidated buildings
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

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

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(Section Break)

Final Submission

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

Digital Signature	mark d fish
Date of Submission	01/03/2022

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CITY OF JACKSON
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Reappointment to City Planning Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Conner Wood to the City Planning Commission for a three-year term beginning immediately and ending on December 31, 2025.

According to MSA5.2993.(2) the Commission may consist of the Mayor, one administrative official of the City selected by the Mayor, one Councilmember selected by the Council as members ex-officio, and six others appointed by the Mayor and confirmed by Council. Terms of the ex-officios shall correspond to their official tenures, except the term of the administrative official of the City shall terminate with the Mayor's term. All other members shall serve three-year terms.

It is my desire, therefore, to reappoint Conner Wood to the City Planning Commission for a three-year term beginning immediately and ending on December 31, 2025.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, December 29, 2021 9:36 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Conner
Last Name	Wood
Address	319 N Bowen
City	Jackson
State	MI
Zip	49202
Phone Number	9894449151
Email	cmmwood@gmail.com
Last four digits of Social Security Number	6798
Occupation	Campaigns Director, Michigan AFL-CIO
Describe your community involvement.	Chair, City of Jackson Planning Commission Secretary, United Way of Jackson County Former member, City of Jackson Charter Review Committee Member, Jackson County Branch NAACP #3142 Former member, Jackson County Apportionment Commission
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	4 years
Which board or commission are you interested in? You may choose more than one.	City Employees Retirement System Board , Election Commission, Planning Commission , Police-Fire Pension Fund Board of Trustees - Original Charter Plan, Police-Fire Pension Board - Act 345
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	Planning Commission: I have served on the City commission since 2018 and would like to continue to serve as member and as Chair. Election Commission: I helped draw the County boundaries and believe that experience would help in drawing contiguous and compact wards of equal population and in redrawing precinct boundaries. I also want to help protect the integrity of our elections. ERS and police-fire pension boards: I want to help secure the retirement funds for our hardworking City employees and keep the City's financial footing on steady ground.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Conner Wood
Date of Submission	12/29/2021

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CITY OF JACKSON
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Reappointment to the Civil Service Board

RECOMMENDATION:

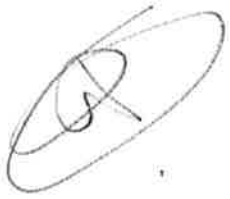
Approve the Mayor's recommendation to reappoint Sheila Patterson and Teresa Garcia-Blom to the Civil Service Board, each for a three-year term, beginning immediately and expiring on August 31, 2025

In accordance with City Code, Sec. 2-301, Charter Section 7.7, the Mayor appoints with Council confirmation, five members to three-year terms. The members must have been registered electors in the City for at least two years.

It is my desire, therefore, to reappoint Sheila Patterson and Teresa Garcia-Blom to the Civil Service Board, each for a three year term, beginning immediately and ending on August 31, 2025.

Your consideration and concurrence is appreciated.

DM:lmm



Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, January 25, 2022 8:24 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Sheila
Last Name	Patterson
Address	732 Lawrence Street
City	Jackson
State	MI
Zip	49203
Phone Number	5177807968
Email	sapatterson1987@att.net
Last four digits of Social Security Number	2183
Occupation	Consumers Energy, Utility, Supervisor
Describe your community involvement.	Recognition/ Awards Spring Arbor University • 2016 Professional Excellence Alumni Award • 2015 Keynote Speaker – Graduate Programs Jackson Community College • MLK Medal of Service Award Recipient, 2013 National Association of Negro Business and Professional Women's Club – Jackson Club • Community Service Award, 2009 Consumers Energy Foundation • Board of Directors. 2007 - 2009 Minority Advisory Panel

• Prism Award for Exemplary Diversity Achievements, 2005

Civic/Community
Memberships Consumers Energy:
CMS (Community Minded Services) Club
• Member, 2002 – current
• Chair Community Services, 2008-10
• President, 2003-04
• Vice-President, 2002-03

GENERGY Steering Coming – 2017
• Reverse Mentor Program Chair 2018
• Co-Chair 2019

WAP (Woman's Advisory Panel), 2004 – 2007 (3 year term)
• General Member

MAP (Minority Advisory Panel) – General Member

AABE (American Association of Blacks in Energy), 2002 – 2017
• Michigan Chapter Board of Directors, 2015 – Present
• Vice-President, 2008 -2014
• Secretary, 2006 – 2008 (2 year term)
• Assistant Secretary, 2004 – 2006 (2 year term)
• Chair Michigan Chapter Scholarship Committee, 2006-2014
• Midwest Region Scholarship Chair 2006-2015
• National Scholarship Committee Rep, 2006 – 2015

Jackson College Board of Trustees
Jackson College Foundation Board
Appointed 2008 - 2009
Elected 2009 – 2015 (6 year term)
• Board Secretary
Re-Elected 2015 – 2021 (6 year term)
ACCT (Association of Community College Trustees, National)
o Serve on the Public Policy and Advocacy Committee 2015 - Present

Jackson Public School Board of Education
2004 – 2008 (4 year term)
Re-elected 2008 – 2012 (4 year term)
• President, 2012
• Vice-President, 2006 - 2011
• Secretary, 2004 - 2006
• Community Relations Committee Chair

	Board Member, Rejoined - 2017 to present Salvation Army (2003 – 2007) Board Member, term renewed 2006 – Present Civil Service Commission, City of Jackson Environmental Commission, City of Jackson - 2019 Committee Member, 2006 – 2012 City of Jackson, Parks and Recreation Commission Jackson Community Foundation, Grant Committee – 2019 NAACP At-Large-Executive Committee Member, 2008 – 2010 & 2018 – Present Barkley and Lulu Foundation – 2017 – Present Board Member, 2002 – 2006 • Family Services and Child Aide • Honorary Board Member, 2006 - present
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	Jackson
If you answered "Yes" how long have you been a City resident?	53 years
Which board or commission are you interested in? You may choose more than one.	Civil Service Board
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes

Why do you want to serve on your selected board or commission?	To continue to serve the community in any capacity I can to help.
Upload additional documents	Resume (sap - revised 2020).doc

Appointment Process

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

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

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

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Sheila Patterson
Date of Submission	01/24/2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, January 25, 2022 10:32 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Teresa
Last Name	García-Blom
Address	906 Oakridge Dr
City	Jackson
State	Mi
Zip	49203
Phone Number	5174166946
Email	hallie45@msn.com
Last four digits of Social Security Number	2188
Occupation	Retired
Describe your community involvement.	Former member of the Civil Service Cmtte appointed by Mayor Dobie. Volunteer at Food Banks..active in Democratic Party gatherings.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	*Field not completed.*
Which board or commission are you interested in? You may choose more than one.	Civil Service Board, Election Commission, Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	It is my civic duty to participate in my community and to work to make a difference. Whatever it takes..
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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(Section Break)

Final Submission

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

Digital Signature	Teresa Garcia-Blom
Date of Submission	1-25-22

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CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointment to the Jackson District Library Board of Trustees

RECOMMENDATION:

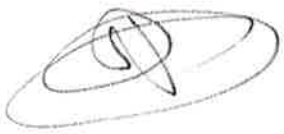
Approve the Mayor's recommendation to appoint Kelsey Wood to fill a vacancy on the Jackson District Library Board of Trustees for a four year term beginning immediately and ending on December 31, 2026

Pursuant to provisions of Act 24 of the Public Acts of 1989, City/County District Library System resolution adopted August 23, 1977, and the City/County amendment dated January 4, 1993, a seven member voting board is appointed serving four-year terms. Three members appointed by City Council, three members appointed by the County Commission and a seventh member appointed alternately by City and County.

It is my desire, therefore, to appoint Kelsey Wood to the Jackson District Library Board of Trustees for a four-year term beginning immediately and ending on December 31, 2026.

Your consideration and concurrence is appreciated.

DM:lmm



Lisa Moutinho

From: noreply@civicplus.com
Sent: Friday, January 21, 2022 11:35 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Kelsey
Last Name	Wood
Address	319 N Bowen St
City	Jackson
State	Michigan
Zip	49202
Phone Number	2318785423
Email	klheck0422@gmail.com
Last four digits of Social Security Number	8338
Occupation	Program Director
Describe your community involvement.	Previously served on Elections Commission, City Council Currently serve on Environmental Commission
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	Jackson

If you answered "Yes" how long have you been a City resident?	6.5 years
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Jackson District Library Board of Trustees, Jackson Housing Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I believe access to safe and equitable housing is a right and I'd love to work with people who are striving to find answers to the difficult problems around housing access and affordability. I also believe that libraries are a social good that we must cultivate and protect.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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(Section Break)

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Kelsey Heck Wood
Date of Submission	1/21/2022

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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointments to Downtown Development Authority

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint Katima Dickenson and Robert Wilkie to the Downtown Development Authority, each for a four-year term, beginning February 1, 2022 and ending on January 31, 2026

In accordance with the City Code Section 2-401 providing for creation of Authority pursuant to Act 197 of the Public Acts of 1975, adopted 3/2/77 and City Commission resolution adopted 11/26/91. Members are appointed by the Mayor subject to Council confirmation, for four year terms. The Mayor serves during term of office. The Board shall consist of 13 members, with at least seven having an interest in downtown district property, and at least one member a resident of the downtown district.

It is my recommendation, therefore, to appoint Katima Dickenson and Robert Wilkie to the Downtown Development Authority for a four-year term, beginning February 1, 2022, and ending on January 31, 2026.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: Lisa Moutinho
Sent: Monday, January 10, 2022 4:21 PM
To: Martin Griffin
Subject: FW: Online Form Submittal: City of Jackson Board/Commission Application

Thank you

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 10, 2022 4:20 PM
To: Daniel Mahoney <dmahoney@cityofjackson.org>; John Willis <jwillis@cityofjackson.org>; Aaron Dimick <adimick@cityofjackson.org>; Lisa Moutinho <lmoutinho@cityofjackson.org>
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Katima
Last Name	Dickenson
Address	200 N Jackson Street
City	Jackson
State	Michigan
Zip	49201
Phone Number	5177770200
Email	katima.dickenson@kmgprestige.com
Last four digits of Social Security Number	2997
Occupation	Community Manager
Describe your community involvement.	Since relocating to Jackson to manage THE 200, my primary focus was on providing great consumer care to anyone interested in seeing our community. Being one of the only and 1st of it's kind in the housing industry it is and was important for me to set and maintain a standard of what housing in the City of Jackson should and can be. With my drive, the community was fully leased within 90 days and 100% occupied before May 1st. The need for fair market housing exists in our community

	and I would like to be an advocate for anyone interested in investing in our City. COVID-19 has prevented me from joining many community organizations and activities but I have begun to network with many groups and I am looking forward to learning more about our City and County to see where I am best suited to serve.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	December 2020
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Building Authority, Downtown Development Authority Board, Economic Development Corporation for Jackson County, Jackson Housing Commission, Planning Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	All of the Boards that I have selected I have 1st hand knowledge from childhood growing up in Harlem, New York. I've only lived in apartment setting and have worked over 30 years in the Hospitality industry with 25 years of Residential Housing experience. I believe in quality housing for all budgets and price ranges and it is possible. My experience spans from low income, HUD, Section 8 and new construction with a personal focus on educating residents on progressive home ownership. I selected these boards due to the involvement they have towards the people of the community. I know that my knowledge of the Housing industry could be very valuable to each board and the residents of the community.

Upload additional documents	*Field not completed.*

Appointment Process

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

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

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Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Katima Dickenson
Date of Submission	January 10, 2022

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Lisa Moutinho

From: Lisa Moutinho
Sent: Wednesday, December 22, 2021 10:26 AM
To: Martin Griffin
Subject: FW: Online Form Submittal: City of Jackson Board/Commission Application

Please and thank you

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, December 22, 2021 10:25 AM
To: Daniel Mahoney <dmahoney@cityofjackson.org>; John Willis <jwillis@cityofjackson.org>; Aaron Dimick <adimick@cityofjackson.org>; Lisa Moutinho <lmoutinho@cityofjackson.org>
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Robert
Last Name	Wilkie
Address	901 Rimrock
City	Jackson
State	Mi
Zip	49203
Phone Number	5179907222
Email	Rjsheavenlydelights@yahoo.com
Last four digits of Social Security Number	5210
Occupation	Owners of Rjs Heavenly Delights & Rjs Metropolitan Ice Cream
Describe your community involvement.	Our involvement consist of mentorship to other couples that have lost a child, marriage, entrepreneurship. We attend city events as well.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a	No

board or commission. However, some boards and commissions have residency requirements.	
If you answered "No" where do you reside?	Summit township
If you answered "Yes" how long have you been a City resident?	Born in raised in the city limits and our daughter goes to Jackson public schools
Which board or commission are you interested in? You may choose more than one.	Downtown Development Authority Board
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	No
Why do you want to serve on your selected board or commission?	We really like the direction of downtown Jackson and the direction it's going, being apart of that would mean a lot to our family and business.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

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competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

Final Submission

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Digital Signature	Robert wilkie
Date of Submission	12/22/21

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CITY OF JACKSON
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointment and Reappointment to Election Commission

---

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Conner Wood and reappoint James Grant to the Election Commission; each for a four-year term, beginning immediately and ending on December 31, 2026.

In accordance with City Charter Sec. 6.8, consists of Clerk, Attorney, Assessor and two citizen members appointed by the Mayor subject to Council confirmation for four-year terms.

I am, therefore recommending the appointment of Conner Wood and the reappointment of James Grant to the Election Commission, each for a four-year term, beginning immediately and ending on December 31, 2026.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, December 29, 2021 9:36 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Conner
Last Name	Wood
Address	319 N Bowen
City	Jackson
State	MI
Zip	49202
Phone Number	9894449151
Email	cmmwood@gmail.com
Last four digits of Social Security Number	6798
Occupation	Campaigns Director, Michigan AFL-CIO
Describe your community involvement.	Chair, City of Jackson Planning Commission Secretary, United Way of Jackson County Former member, City of Jackson Charter Review Committee Member, Jackson County Branch NAACP #3142 Former member, Jackson County Apportionment Commission
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	4 years
Which board or commission are you interested in? You may choose more than one.	City Employees Retirement System Board , Election Commission, Planning Commission , Police-Fire Pension Fund Board of Trustees - Original Charter Plan, Police-Fire Pension Board - Act 345
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	Planning Commission: I have served on the City commission since 2018 and would like to continue to serve as member and as Chair. Election Commission: I helped draw the County boundaries and belleve that experience would help in drawing contiguous and compact wards of equal population and in redrawing precinct boundaries. I also want to help protect the integrity of our elections. ERS and police-fire pension boards: I want to help secure the retirement funds for our hardworking City employees and keep the City's financial footing on steady ground.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

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served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

Final Submission

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Digital Signature	Conner Wood
Date of Submission	12/29/2021

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, December 29, 2021 10:50 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	James
Last Name	Grant
Address	727 Christy Ave
City	Jackson
State	MI
Zip	49203
Phone Number	5025527614
Email	James.e.grant.ii@gmail.com
Last four digits of Social Security Number	9704
Occupation	Substitute teacher
Describe your community involvement.	I am at the end of a three-year term on the Vestry of St. Paul's Episcopal Church and am an active member of their education and tech committees. I also volunteer at Sharp Park Academy and the Dahlem Center.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	8 years
Which board or commission are you interested in? You may choose more than one.	Election Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I believe the process of administering municipal elections is important enough to provide careful and rational forethought and oversight
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

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(Section Break)

Final Submission

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

Digital Signature	James E Grant II
Date of Submission	12/29/2021

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CITY OF JACKSON
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointment to the Ella W. Sharp Park Board of Trustees

---

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Darren McClelland, Sr. as an alternate, to the Ella W. Sharp Park Board of Trustees for a three-year term, filling a current vacancy, beginning immediately and ending on January 31, 2025. Appoint Daniel Mahoney as the representative of the Planning Commission, with a term to run concurrent with that of Mayor.

In accordance with City Code, Chapter 19, Ordinance No. 2012.21, five (5) members, one (1) of whom is a member of City Council selected by the City Council and four (4) citizen members and two (2) alternate citizen members, all of whom shall be appointed by the Mayor and confirmed by City Council. Three-year terms, may be reappointed. Citizen members shall not serve more than three (3) consecutive three-year terms after effective date of the Article without at least a one-year gap in service. Terms shall be staggered with existing board members holding office for remainder of current term and with new appointments made so no more than two members' terms expire in any year.

It is my recommendation to approve the appointment of Darren McClelland, Sr. as an alternate to the Ella Sharp Park Board of Trustees, for a three-year term, beginning immediately and ending on January 31, 2025; and Daniel Mahoney as the representative of the Planning Commission, with a term to run concurrent with that of Mayor.

Your consideration and concurrence is appreciated.

DM:lmm

From: noreply@civicplus.com
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Saturday, January 9, 2021 12:12:59 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Daren
Last Name	McClelland sr.
Address	238 E Prospect st.
City	Jackson
State	Mi
Zip	49203
Phone Number	7342621567
Email	Darenmcclelland@icloud.com
Last four digits of Social Security Number	9406
Occupation	Retired
Describe your community involvement.	I'm a 50 year resident who has raised two children in this community where I was involved in everything from little league baseball to coaching football at Parkside while transporting and tutoring inter city youth .I've been a Landlord and am currently a home owner and member of Lily Missionary Baptist Church . I Love Jackson the all American city that has been good to me and my family,
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency	Yes

requirements.

If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	50 years
Which board or commission are you interested in? You may choose more than one.	Parks and Recreation Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I think I would add a fresh approach to improving the equity in our community with an old school flavor that has a contemporary feel ,I think I can help us meet the people where they are.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an

elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Daren Mcclelland
Date of Submission	010921

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CITY OF
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Reappointments to the Historic District Commission

RECOMMENDATION:

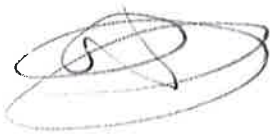
Approve the Mayor's recommendation to reappoint Maurice Imhoff, Scott Slagor and Thaddaus Williams to the Historic District Commission; each for a term of three years beginning immediately and ending on December 31, 2025.

In accordance City Code, Sec. 13-5, MCL 399.204, the Mayor appoints, subject to City Council confirmation, seven City residents for three-year terms. Mayor shall consult with Chair of the Historic District Commission and appoint at least two members from a list of citizens submitted by a duly organized and existing local historical and/or preservation society(s) and, if available, one architect or a graduate of an accredited school of architecture who has two years of architecture experience or who is an architect registered in this state.

It is my desire, therefore, to reappoint Maurice Imhoff, Scott Slagor and Thaddaus Williams to the Historic District Commission, each for a three-year term, beginning immediately and ending on December 31, 2025.

Your consideration and concurrence is appreciated.

DM:lmm



Lisa Moutinho

From: noreply@civicplus.com
Sent: Saturday, January 1, 2022 5:23 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Maurice
Last Name	Imhoff
Address	705 S West Ave
City	Jackson
State	Michigan
Zip	49203
Phone Number	517-740-1168
Email	imhoff.maurice@gmail.com
Last four digits of Social Security Number	5033
Occupation	Student Intern
Describe your community involvement.	Jackson County Michigan Historical Society
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	2 years
Which board or commission are you interested in? You may choose more than one.	Historic District Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	Reappointment
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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(Section Break)

Final Submission

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

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

Digital Signature	Maurice Imhoff
Date of Submission	1/1/2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, January 4, 2022 3:07 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Scott
Last Name	Slagor
Address	2002 S. West Avenue
City	Jackson
State	MI
Zip	49203
Phone Number	8102407393
Email	s.slagor@gmail.com
Last four digits of Social Security Number	0704
Occupation	Architectural Historian
Describe your community involvement.	Served on Historic District Commission 1 term. Board member of the Jackson County Michigan Historical Society. Volunteers with People for the Parks and Trails.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	5 Years
Which board or commission are you interested in? You may choose more than one.	Historic District Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I care deeply about the historic resources of our community and would like to continue serving.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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(Section Break)

Final Submission

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

Digital Signature	Scott E Slagor
Date of Submission	January 4, 2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, January 5, 2022 12:30 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Thaddaus
Last Name	Williams
Address	127 WALL ST
City	Jackson
State	MI
Zip	49203
Phone Number	5179174626
Email	thadmax20@icloud.com
Last four digits of Social Security Number	9114
Occupation	Insurance Agent
Describe your community involvement.	Vice chair Historical District Commission Coach youth sports for Jackson Rec Dept
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	34 years
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Civil Service Board, Community Police Oversight Commission, Economic Development Corporation for Jackson County, Election Commission, Environmental Commission , Historic District Commission , Human Relations Commission , Jackson Housing Commission, MLK Corridor Improvement Authority, Parks and Recreation Commission , Planning Commission , Public Arts Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	Concerned citizen
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

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Final Submission

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Digital Signature	Thaddaus Williams
Date of Submission	1/5/2022

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CITY OF
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel J. Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointment to the Human Relations Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Latrivia Guinn to the Human Relations Commission for a three-year term, beginning January 26, 2022 and ending on December 31, 2025, in concurrence with the HRC recommendation.

In accordance with City Code, Chapter 15, Section 15-33. The HRC shall consist of nine citizens; at least five must be City residents. Nominations to fill vacancies shall be made by City Council or HRC to Mayor; at least one for each appointment. Mayor appoints subject to Council confirmation. HRC may appoint up to three ex-officio citizen members for indefinite terms; in addition, one City Councilmember shall be an ex-officio member. Three appointments made annually for three-year terms upon expiration of appointments ending December 31, 1999.

It is my recommendation to appoint Latrivia Guinn to the Human Relations Commission for a three-year term, beginning January 26, 2022 and ending December 31, 2025, in concurrence with the HRC recommendation.

Your consideration and concurrence is appreciated.

DJM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Friday, May 14, 2021 7:53 AM
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Latrivia
Last Name	Guinn
Address	115 mitchell
City	Jackson
State	Mi
Zip	49303
Phone Number	517-240-2998
Email	Latrivia99@gmail.com
Last four digits of Social Security Number	2840
Occupation	Registered Nurse
Describe your community involvement.	I've worked as a Girl Scout leader, I've worked as a youth leader with the church of God. As a Jackson public school bus driver and a youth supervisor MLK JR. Center summer program I seen first hand how our youth were affected and used those opportunities to empower , create relationships, and build trust with the youth and their parents. I moved to Texas for a couple of years with my family. I'm back and looking to become more effective in regards to building better relationships within the community.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards	Yes

and commissions have residency requirements.	
If you answered "No" where do you reside?	*Field not completed.*
If you answered "Yes" how long have you been a City resident?	Over 35 years
Which board or commission are you interested in? You may choose more than one.	Human Relations Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I am passionate about helping others in the community. I believe if we can build better relationships we can build better communities.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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Final Submission

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Digital Signature	Latrivia Guinn
Date of Submission	05/14/2021

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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointment and Reappointment to Local Development Finance Authority/Brownfield Redevelopment Authority

---

RECOMMENDATION:

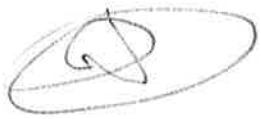
Approve the Mayor's recommendation to appoint Scott Damich and reappoint Dan Greer to the Local Development Finance Authority/Brownfield Redevelopment Authority, each for a term of four years; expiring on June 3, 2026

In accordance with a Resolution adopted by the City Council on June 4, 1991, created by Authority, designated its boundaries and appointed members. (MCMLA 125.2152) Board consists of 11 members, seven appointed by the Mayor subject to City Council confirmation. Members serve four-year terms.

It is my desire, therefore, to appoint Scott Damich and reappoint Dan Greer to the Local Development Finance Authority/Brownfield Redevelopment Authority for a four-year term, beginning January 26, 2022 and ending on June 3, 2026.

Your consideration and concurrence is appreciated.

DM:lmm



Lisa Moutinho

From: noreply@civicplus.com
Sent: Sunday, November 7, 2021 5:28 PM
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Scott
Last Name	Damich
Address	1300 W Franklin St
City	Jackson
State	MI
Zip	49203
Phone Number	724-875-9298
Email	scottdamich@gmail.com
Last four digits of Social Security Number	0977
Occupation	Attorney
Describe your community involvement.	I'm an incorporating member of the People for the Parks and Trails of Jackson. I also coach youth soccer with my wife, Kate Damich.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	6 years
Which board or commission are you interested in? You may choose more than one.	Parks and Recreation Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I want to serve on the Parks and Recreation Commission because I want to help protect and advance the cities parks and recreation programs. The City of Jackson's parks played a major role in our decision to move from Lansing to Jackson and they, along with the cities recreations programs, have done nothing but provide my family with fun, positive experiences over the past 6 years. I'm sure we're not alone. The cities parks and recreation programs are beacons of positivity and inclusion that I would like to help protect and advance. Serving on the Parks and Recreation Commission will provide me those opportunities.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

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within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

(Section Break)

Final Submission

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Digital Signature	SLD
Date of Submission	11/7/2021

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Thursday, December 30, 2021 1:31 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Daniel
Last Name	Greer
Address	810 Loomis Street
City	Jackson
State	MI
Zip	49202
Phone Number	5177874607
Email	danielpgreer@yahoo.com
Last four digits of Social Security Number	5786
Occupation	Insurance Agent
Describe your community involvement.	Third Ward Councilmember 1997-2017, served many boards and commissions during that time, including LDFA/BRA of which I'm currently serving as Chair.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	32 years
Which board or commission are you interested in? You may choose more than one.	Brownfield Redevelopment Authority/Local Development Finance Authority
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	currently a member of both the LDFA/BRA & LOCC and would like to continue
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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(Section Break)

Final Submission

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

Digital Signature	Daniel P Greer
Date of Submission	12/30/2021

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CITY OF JACKSON
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Reappointment to Local Officers Compensation Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Theodore Brzezinski to the Local Officers Compensation Commission for a seven-year term beginning March 1, 2022 and ending on February 28, 2029.

In accordance with Ordinance No. 287 passed on January 2, 1973, (MCLA 117.5(c)) seven members, all registered electors of the City, are appointed to seven-year staggered terms by the Mayor with City Council approval.

It is my desire, therefore, to reappoint Theodore Brzezinski to the Local Officers Compensation Commission for a seven-year term beginning March 1, 2022 and ending February 28, 2029

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Tuesday, January 18, 2022 4:50 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Theodore
Last Name	Brzezinski
Address	936 Bennett St
City	Jackson, MI 49202
State	MI
Zip	49202
Phone Number	517-812-8125
Email	lindaretsof@gmail.com
Last four digits of Social Security Number	7307
Occupation	Retired
Describe your community involvement.	20 years as chef for the Community Wide Dinner. Departure and return of National Guard and Army Reserve Personnel. Assist Emergency Personnel at fires and accidents.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	35 Years
Which board or commission are you interested in? You may choose more than one.	Community Police Oversight Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I feel that my experience owning a business (Ted's Firehouse Pub) and helping the police and firefighters at emergency scenes and supporting a neighborhood associations.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

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(Section Break)

Final Submission

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

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

Digital Signature	Ted Brzezinski
Date of Submission	1/19/2022

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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointment to Martin Luther King Corridor Improvement Authority

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Thaddaus Williams to fill a vacancy on the Martin Luther King Corridor Improvement Authority for a term of 2 years, expiring on 12/31/24.

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

It is my desire, therefore, to appoint Thaddaus Williams to the Martin Luther King Corridor Improvement Authority for a term of two years, beginning immediately and ending on 12/31/24.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, January 5, 2022 12:30 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Thaddaus
Last Name	Williams
Address	127 WALL ST
City	Jackson
State	MI
Zip	49203
Phone Number	5179174626
Email	thadmax20@icloud.com
Last four digits of Social Security Number	9114
Occupation	Insurance Agent
Describe your community involvement.	Vice chair Historical District Commission Coach youth sports for Jackson Rec Dept
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	34 years
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Civil Service Board, Community Police Oversight Commission, Economic Development Corporation for Jackson County, Election Commission, Environmental Commission , Historic District Commission , Human Relations Commission , Jackson Housing Commission, MLK Corridor Improvement Authority, Parks and Recreation Commission , Planning Commission , Public Arts Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	Concerned citizen
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

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Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Thaddaus Williams
Date of Submission	1/5/2022

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CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Appointment to Police Oversight Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint the following to the Police Oversight Commission:

Appointee	Length of Term	Term Ends
Thaddaus Williams	1	**12/31/22**
Tyler Kolbe	1	**12/31/22**
Joe Filip	2	**12/31/23**
Karen Bunnell	Concurrent w/Council Term	

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

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

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

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

Your consideration and concurrence is appreciated.
DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Wednesday, January 5, 2022 12:30 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Thaddaus
Last Name	Williams
Address	127 WALL ST
City	Jackson
State	MI
Zip	49203
Phone Number	5179174626
Email	thadmax20@icloud.com
Last four digits of Social Security Number	9114
Occupation	Insurance Agent
Describe your community involvement.	Vice chair Historical District Commission Coach youth sports for Jackson Rec Dept
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	34 years
Which board or commission are you interested in? You may choose more than one.	Affordable Housing Development Board, Civil Service Board, Community Police Oversight Commission, Economic Development Corporation for Jackson County, Election Commission, Environmental Commission , Historic District Commission , Human Relations Commission , Jackson Housing Commission, MLK Corridor Improvement Authority, Parks and Recreation Commission , Planning Commission , Public Arts Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	Concerned citizen
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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Final Submission

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Digital Signature	Thaddaus Williams
Date of Submission	1/5/2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, January 17, 2022 9:38 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Tyler
Last Name	Kolbe
Address	5606 Coonhill Rd
City	Pleasant Lake
State	MI
Zip	49272
Phone Number	5173956241
Email	tkolbe3@gmail.com
Last four digits of Social Security Number	0854
Occupation	Food Worker
Describe your community involvement.	Currently involved with the Jackson Democratic Party and running for a precinct delegate position. I work full time at the Wendy's on East Michigan Ave and attend Jackson College for cybersecurity.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Pleasant Lake

If you answered "Yes" how long have you been a City resident?	Pleasant Lake
Which board or commission are you interested in? You may choose more than one.	Administrative Hearings Bureau , Affordable Housing Development Board, Board of Review , Civil Service Board, Community Police Oversight Commission, Economic Development Corporation for Jackson County, Election Commission, Environmental Commission , Human Relations Commission , Income Tax Board of Review , Jackson Housing Commission, Jackson Transportation Authority, MLK Corridor Improvement Authority, Parks and Recreation Commission , Planning Commission , Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	I saw openings and would love to serve my community.
Upload additional documents	tyler-kolbe-resume92020.docx

Appointment Process

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

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Final Submission

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Digital Signature	Tyler S Kolbe
Date of Submission	01/17/2022

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Lisa Moutinho

From: noreply@civicplus.com
Sent: Friday, January 21, 2022 10:07 AM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Joseph
Last Name	Filip
Address	755 W. Michigan Ave.
City	Jackson
State	MI
Zip	49201
Phone Number	517-206-0726
Email	jfilip@comcast.net
Last four digits of Social Security Number	8253
Occupation	Retiree
Describe your community involvement.	I have served on numerous community boards over the years including but not limited to Big Brothers Big Sisters, United Way, and Girl Scouts. I have served as the Jackson County Prosecutor, defense attorney, and District Court Judge.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	Approximately 70 years
Which board or commission are you interested in? You may choose more than one.	Community Police Oversight Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	Bring perspective through my experiences to the commission. I am dedicated to making the City of Jackson a better place for all, including the Jackson Police Department and law enforcement in general.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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(Section Break)

Final Submission

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be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Joseph S. Filip
Date of Submission	1/21/22

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CITY OF JACKSON
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Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 25, 2022

SUBJECT: Reappointment to the Zoning Board of Appeals

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Peter Mulhearn to the Zoning Board of Appeals for a term of 3 years, expiring on 12/31/25.

In accordance with City Code, Sec. 2-281 and 28-242, five members and two alternates are appointed by the Mayor with City Council approval for three-year terms. No elected official or city employee may be appointed. Also, in accordance with the Michigan Zoning Enabling Act (PA 110 of 2006), which went into effect on July 1, 2006, it is required that a regular member of the Zoning Board of Appeals (ZBA) also serve on the City Planning Commission (MCL 125.3601). Alternate members may be called on a rotating basis to sit as members of the Board of Appeals in the absence of a member. The alternate member having been appointed shall serve on the case until a final decision has been made and shall have the same voting rights as a member. Members must be City residents.

It is therefore, my desire to reappoint Peter Mulhearn to the Zoning Board of Appeals for a three-year term, effective immediately and expiring on December 31, 2025.

Your consideration and concurrence is appreciated.

DM:lmm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Thursday, December 30, 2021 2:50 PM
To: Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Peter
Last Name	Mulhearn
Address	714 South Thompson Street
City	Jackson
State	MI
Zip	49203
Phone Number	517-945-1541
Email	peter.mulhearn@cmsenergy.com
Last four digits of Social Security Number	0202
Occupation	Principal Engineer - Leaf
Describe your community involvement.	I have been on the Zoning Board of Appeals for 4 years. I have been involved in coaching youth sports.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	*Field not completed.*

If you answered "Yes" how long have you been a City resident?	19 years
Which board or commission are you interested in? You may choose more than one.	Zoning Board of Appeals
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	My job requires me to evaluate the impact of Consumers Energy power lines on the community and the immediate properties involved. I believe having a corporate and residential perspective allows me to see the impact from both sides. This understanding gives me the ability to weigh the benefits appropriately and provide a determination that best suits the residents of Jackson.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

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Final Submission

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Digital Signature	Peter A Mulhearn
Date of Submission	December 30, 2021

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JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrea Muray, City Clerk

DATE: January 25, 2022

SUBJECT: Second Reading and Final Adoption of Ordinance 2022-01

RECOMMENDATION:

Adopt Ordinance No. 2022-01 an ordinance repealing the existing Article III -Wastewater System of Chapter 27- Water and Sewer and enacting a revised Sewer Use Ordinance.

Attached is Ordinance No. 2022-01. Ordinance 2022-01 was considered for approval and moved for 2nd reading by the Council at the January 11, 2022 City Council Meeting.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

ORDINANCE NO. 2022-01

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 PEOPLE OF 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 ensure 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):

Parameter	IM (mg/l)[1]	Daily Max. (mg/l)[1]
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[2]	NQ[2]
Molybdenum (T)	---	0.15

Nickel (T)	---	0.4
Selenium (T)	---	0.04
Silver (T)	---	0.19
Zinc (T)	---	2.9
Benzene[3]	---	0.35
Toluene[3]	---	1.1
Ethybenzene[3]	---	0.11
Xylene[3]	---	0.25
Pentachlorophenol[3]	---	0.2
PCBs[3]	ND[4]	ND[4]
Tetrachloroethylene[3]	---	0.1
Trichloroethylene[3]	---	0.1
2, 3, 7, 8 Tetrachlor-dibenzo-p-dioxin[3]	ND[5]	ND[5]
2, 3, 7, 8 Tetrachlor-dibenzofuran[3]	ND[5]	ND[5]
Total Phenols (EPA 420.1)	---	1.0
BOD_5	---	280[6]
COD	---	---[7]
Phosphorous (T)	---	6[8]
TSS	---	260[9]
FOG (polar)	---	250[10]
FOG (non-polar)	---	50[11]
Ammonia Nitrogen NH3 as N	---	26[12]
TKN	---	---[13]

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 NH3N 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 NH3N limit of 26 mg/l times the user-specific TKN:NH3N 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:

Parameter	Daily Maximum Load Limit (total lbs/day)
BOD_5	1330[1]
COD	2661[1]
TSS	3785
Phosphorus (T)	300
Ammonia Nitrogen NH3 as N	371[2]
TKN	631[2]

Notes:

1. *If a portion of the available total load for BOD_5 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.

(l) 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 140º F or 60º 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 104º Fahrenheit (40º C). No discharge to the POTW shall have a temperature less than 40º Fahrenheit (4.4º C) or greater than 135º Fahrenheit (57.2º 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 32º Fahrenheit and 150º 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 or 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 ensure 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^{th}) 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 (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 know 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 thirty days after its passage, in accordance with Sec. 9.10 of the City Charter.

Adopted this 25th day of January, 2022, by the City Council, City of Jackson, Michigan.

On roll call, the vote was:

Yeas:

Nays:

_____

By: _____

Certification

I, Andrea Muray, 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 January 25th, 2022, and that it was published in the Jackson Citizen Patriot on January 30, 2022.

_____
Andrea Muray, Clerk

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 27, 2021

SUBJECT: **Approve the Contract Award for Water Main Replacement on West Avenue, Carlton Boulevard to Michigan Avenue, to Bailey Excavating, Inc. of Jackson, Michigan.**

Recommendation:

> **Approval of an award for the contract for the Water Main Replacement project for West Avenue from Carlton Boulevard to Michigan Avenue to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $964,269.07, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

Attached is a report Jon Dowling, City Engineer requesting approval of the contract award above.

I recommend approval of the contract award. 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 25, 2022

RECOMMENDATION: Approval of an award for the contract for the Water Main Replacement project for West Avenue from Carlton Boulevard to Michigan Avenue to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $964,269.07, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On December 3, 2021, bids were opened in the Purchasing Department for the Water Main Replacement project for West Ave., from Carlton Blvd. to Michigan Ave. The project consists of 0.38 miles of water main replacement.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was $1,079,095.65. Bids were as follows:

Company	Bid
Bailey Excavating, Inc., Jackson, MI	$ 964,269.07
Concord Excavating, Concord, MI	$1,008,839.67
C & D Hughes, Inc., Charlotte, MI	$1,021,990.58
Mead Brothers, Springport, MI	$1,454,642.90
Dunigan Brothers, Inc., Jackson, MI	$1,646,018.50

This project will be paid out of Water Funds.

Bid evaluation criteria is part of the Responsible Contractor Ordinance which consists of the following components:

A) Price (25%)
B) Corporate Accountability (25%)
C) Workplace Safety (25%)
D) Workforce Development (15%)
E) Social Equity (10%)

Company	A	B	C	D	E	Total
Bailey Excavating	25	25	25	15	8	98
Concord Excavating	23.84	20	15	10	4	72.84
C & D Hughes	23.50	NR*	NR	NR	NR	NR
Mead Brothers	12.29	NR	NR	NR	NR	NR
Dunigan Brothers	7.32	NR	NR	NR	NR	NR

*NR = Non Responsive

Since this was the first bid with the new ordinance, staff is still in the learning phase. The bid evaluation criteria was not included in the bidding phase but was sent to the bidders after the bids were opened. Only the two lowest bidders submitted the attached forms which were evaluated by the Purchasing Agent.

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that the water main on West Ave. from Michigan Ave. to Washington Avenue is 6 inch cast iron installed in 1926, from Washington Ave. to Franklin Street is 4 inch cast iron installed in 1919, and from Franklin St. to Carlton Blvd. is 6 inch cast iron installed in 1915.

DISCUSSION OF THE ISSUE

The antiquated water main (constructed between 1915 and 1926) will be replaced. This project is part of the water main replacement program to improve water quality and pressure in the neighborhood.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the contract for Water Main Replacement project for West Avenue from Carlton Boulevard to Michigan Avenue be awarded to Bailey Excavating, Inc. of Jackson, Michigan, at a cost of $964,269.07. We also request that the Mayor and City Clerk be authorized to execute the appropriate document(s).

JHD/sms

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion please mark the applicable box(es) with an "X" and provide a relevant response as an attachment indicating what criteria number it pertains to. If you mark the N/A box for any criteria also mark the brief response box and provide an explanation in the same attachment. Do not write your response in the box.

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

CRITERIA	Document Attached	Brief Response	N/A
1. General information about the bidder's company, its principals, and its history, including all former business names, and an explanation of any business name changes.	X		
2. If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it must attach a separate statement to its bid packet that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.			X
3. Information regarding the state and local licenses and license numbers held by the bidder.	X		
4. A confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.	x		
5. Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.		X	
6. Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The	X		

CRITERIA	Document Attached	Brief Response	N/A
bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.	x		
7. Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.	x		
8. A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).		x	x
9. Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.		X	x
10. Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.		X	x
11. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.	X		
12. A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.		X	
13. Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.		x	
14. A warranty statement regarding labor, equipment and materials.	X		
15. A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable		x	

CRITERIA	Document Attached	Brief Response	N/A
federal, state, or local wage laws.			
16. A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.		x	
17. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be		x	
18. Qualifications of management and supervisory personnel to be assigned by the bidder.	x		
19. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.	X		
20. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects		x	
21. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.		x	
22. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.	x		
23. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.	x		
24. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.	x		
25. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.		X	
26. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status	x		
27. A statement from the bidder as to what percentage of		x	

CRITERIA	Document Attached	Brief Response	N/A
its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.		X	
28. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.	x		
29. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability.	X		

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

Responsible Contractor Ordinance
Criteria

1. See attached
2. No other name-no other entity in past 5 years.
3. See attached
4. It is confirmed that all subcontractors, employees and other individuals will maintain current applicable licenses required by law.
5. Bidder is in compliance with all applicable state and Federal laws.
6. See attached employee qualifications 18.

   Subcontractors:

Michigan Paving & Materials Co.	HMA Paving
T&D Concrete	Concrete (Minority)
Cochran Electric	Electrical
RJT	Boring
Spartan Barricade	Traffic Signs & Barricading

7. See attached
8. No litigations or arbitrations currently pending or within 5 years.
9. No MIOSHA violations in the past 5 years.
10. No debarment by Federal, state or local governmental units.
11. See attached
12. Our staffing capabilities and labor sources including subcontractors will not be misclassified as independent contractors in violation of any state or federal law.
13. MDOT testing and physicals
14. See attached
15. We will pay all craft employees on the project current wage rates fringe benefits as required under federal, state or local wage laws.
16. We acknowledge our obligation to comply with this ordinance in each contract and subcontract.
17. Do not fore see any change orders at this time.
18. See attached
19. See attached
20. We have a quality assurance program in place as you can see in the attachments included in this questionaire.
21. We assure you that all construction work for this project will proceed economically, efficiently, continuously and without interuption.
22. See attached
23. See attached
24. See attached
25. Yes all our craft labor has had at least 10 hours of OSHA training it is provided by thru the Unions we are affiliated with.
26. See attached
27. 49% of our employees are local residents.
28. See attached
29. See attached

No.1 ***BAILEY EXCAVATING, INC.***

Bailey Excavating, Inc.
1073 Toro Drive
Jackson, Michigan 49201

Phone: (517) 750-3030
Fax: (517) 750-1095

Federal ID Number: 38-2009278

Tax Exempt? No

Contact: Rhonda L. Blair
rhondablair@bailey-excavating.com

Officer's: John W. Bailey -CEO/President
Jacob W. Bailey -Vice President

Type of Business: Construction-Streets,Excavation,Site Development,Watermain & Sanitary Sewer

Year Corporation Formed: 1973

Bank Name:	CNB -County National Bank	
Address:	1800 N. Wisner, Jackson, Michigan 49202	Checking, Savings & CD's
Bank Manager:	Bill Johrs	
Phone:	(517) 783-1500	
Fax:	(517) 783-5673	

Trade References

Carr Brothers & Sons	Phone:	517-531-3058	25 Years
Natalie Goldsmith	Fax:	517-531-4175	
Hendrickson Trucking	Phone:	517-750-4911	30 Years
Jim or Bonnie Hendrickson	Fax:	517-750-2335	
Michigan Pipe & Valve	Phone:	517-764-9151	30 Years
Kyle Richmond	Fax:	517-764-9754	

SURETY:

Bonding Company: Travelers Casualty and Surety Company of America
One Town Square
Hartford, CT 06183

Agent: Mourer-Foster
615 N. Capitol Avenue
Lansing, MI 48933

Phone: 517-371-2300
Fax: 517-371-7121

No. 3

Filed by Corporations Division Administrator Filing Number: 221388576950 Date: 03/11/2021

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2021 ANNUAL REPORT

for

BAILEY EXCAVATING, INC.

ID Number: 800131710

received by electronic transmission on March 11, 2021 ***, is hereby endorsed.***

Filed on March 11, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

LICENSING AND REGULATORY AFFAIRS
E PLURIBUS UNUM
TUEBOR
CIRCUMSPICE
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of March, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

No.3

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING

GRETCHEN WHITMER
GOVERNOR

LIESL EICHLER CLARK
DIRECTOR

February 19, 2019

Mark E. Magner
1446 Ambs Drive
Jackson, MI 49201

With the recommendation of the Board of Examiners and with the authority granted by the Department of Environmental Quality, you are hereby granted a continuance of your of Storm Water Construction Site Operator Certification. The reason for this action is you either applied for certification renewal or retested as a Storm Water Management Operator.

Your replacement certificate is printed at the bottom of this page. Your certificate number is ***C- 09894***. This certification will remain valid until July 1, 2024. Please retain this certificate on file as your record of certification.

A certified operator who changes his/her address must notify the Operator Training and Certification Unit within 30 days of the change. Please contact Bruce Lack, 517-284-5486 to report address changes.

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY

This is to certify that

Mark E. Magner

is qualified under the rules governing certification to operate any facility listed under the classification

STORM WATER MANAGEMENT – CONSTRUCTION SITE

A-1j

CERTIFICATE NO. C- **09894**

EXPIRES JULY 1, 2024

Issued by the Director of the Department of Environmental Quality
Under Authority of Act 451 P.A. 1994, Part 31 as amended

EQC 3450-1 (Rev 1/21/2010)

Jackson County Health Department

Sewage System Installer License

Bailey Excavating

License #344

Valid for Calendar Year

2022

Jackson County Health Department

Jackson County Health Department

Issued by:
Jackson County Health Department
1715 Lansing Ave, Suite 221
Jackson, Michigan 49202

Approved By:

Don Hayduk, RS, MS, PEM
Environmental Health Director

Date:
December 13, 2021

No. 7

MOURER FOSTER
Bonds & Insurance

October 5, 2021

Bailey Excavating, Inc.
P.O. Box 660
Jackson, MI 49204

RE: Bonding Capacity

To Whom It May Concern:

This will advise that Travelers Casualty and Surety Company of America serves as Surety for Bailey Excavating, Inc. Travelers Casualty and Surety Company of America stands ready to tender surety credit to Bailey Excavating, Inc., in regard to all bid, performance and labor and material payment bonds up to $10,000,000 single project/$20,000,000 aggregate work program.

This program is dependent upon the current financial condition of Bailey Excavating, Inc. Should their financial condition change, this commitment will be altered. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America carries an A.M. Best Rating of A++ (Superior) and has a Financial Size Category of XV ($2 Billion or greater).

If you need additional information, please give me a call.

Sincerely,

Heather Buonodono
Attorney-In-Fact

615 N. Capitol Avenue • Lansing, MI 48933 • Telephone 517-371-2300 • Fax 517-371-7121 • 800-686-2663
www.mourer-foster.com

No. 7

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Heather Buonodono** of **LANSING** , **Michigan** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **October** , **2021** .

_____
Kevin E. Hughes, Assistant Secretary

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

No. 11

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2021

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	Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	CONTACT NAME: Darcie DeHart	
		PHONE (A/C, No, Ext): 517-783-2608	FAX (A/C, No): 517-783-4674
		E-MAIL ADDRESS: Darcie@barkerweber.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: State Automobile Mutual nsurance Company	25135
INSURED	Bailey Excavating, Inc. PO Box 660 Jackson, MI 49204	INSURER B: Accident Fund Insurance Company	10166
		INSURER C: Environmental Risk Managers	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☑ XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PBP2728202	06/01/2021	06/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	Y	Y	BAP2424722	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☑ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $ 0	Y	Y	PBP2728202	06/01/2021	06/01/2022	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCV6112694	06/01/2021	06/01/2022	☑ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Contractors Equipment			PBA2728202	06/01/2021	06/01/2022	Policy Limit - $58,928.81	Deductible $2,500
C	Pollution Liability			G27928602 002	11/25/2021	11/25/2022	Each Occurence	$1,000,000
							Policy Aggregate	$2,000,000

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

Job - ENG 22-01 West Avenue Water Main Replacement
City of Jackson, its Agents, Representatives, Officers, and employees are included as additional insured as respects the above project. Insurance afforded is primary a non-contributory. 30 day cancellation notice of cancel (except for non-pay 10 days) will be given to certificate holder. Waiver of subrogation applies.

CERTIFICATE HOLDER

Fax #: (866) 971-2119

City of Jackson
161 W Michigan Ave
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SCHEDULE

Name of Person or Organization:

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section V, 17, The Transfer of Your Rights Of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

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Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Jackson 161 W. Michigan Ave Jackson, MI 49201	2021 CDBG STREET RECONSTRUCTION WITH WATER AND SEWER MAIN REPLACEMENT PROJECT ON BIDDLE STREET AND COOLEY PLACE ENG22-01 West Avenue Water Main Replacement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

d Insurance Services Office, Inc., 2012

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Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Jackson 161 W. Michigan Ave Jackson, MI 49201	Douglas Street Reconstruction 2021 CDBG STREET RECONSTRUCTION WITH WATER AND SEWER MAIN REPLACEMENT PROJECT ON BIDDLE STREET AND COOLEY PLACE
	ENG 22-01 West Avenue Water Main Replacement

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

d Insurance Services Office, Inc., 2012

STATE AUTO®
Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - SCHEDULED PARTY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SCHEDULE

1.	**Name:**	City of Jackson
2.	**Address:**	161 W. Michigan Ave Jackson, MI 49201
3.	**Optional Notification:**	30 **days**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. We will mail the designated person or organization in the Schedule above at least 30 days advance notice or the number of days advance notice shown in the Schedule above if we cancel or nonrenew this policy for any reason other than nonpayment of premium, subject to statutorily permitted reasons.

B. We will mail the designated person or organization in the Schedule above at least 10 days advance notice if we cancel this policy for nonpayment of premium; or

C. The person or organization shown in the Schedule above will be mailed confirmation if you cancel this policy for any reason.

In no event will the action or timing of the named insured's election to cancel the terms of this policy serve to extend the policy beyond the expiration date shown in the declarations.

Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

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Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

SCHEDULE

Name of Person or Organization: City of Jackson 161 W. Michigan Ave Jackson, MI 49201

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage as agreed to under a contract with that person or organization in advance of any "accident" or "loss" to which this insurance applies. This waiver applies only to the person or organization shown in the Schedule above.

All other provisions of this policy apply.

This endorsement is a valid part of the policy when the form number is shown on the Declarations.

*//*SA1008-200303

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

STATE AUTO®
Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

d Insurance Services Office, Inc., 2012

No. 14

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030 — FAX (517) 750-1095

ONE YEAR WARRANTY

PROJECT NAME AND LOCATION:	West Avenue Water Main Replacement Jackson, Michigan
PROJECT NUMBER:	ENG 22-01
CONTRACT NUMBER:	
ENGINEERING MANAGER:	HRC
WORK COVERED BY WARRANTY:	Materials and Workmanship
LENGTH OF WARRANTY:	One (1) year from date of substantial completion
SUBSTANTIAL COMPLETION:	

The undersigned does hereby warranty that the above stated work has been performed in accordance with the contract documents for the project named and does warrant said work to be free from defects in materials and labor for one (1) year from the date of substantial completion.

COMPANY NAME: Bailey Excavating, Inc.

AUTHORIZED SIGNATURE: _____

CONTACT NAME TYPED: Rhonda L. Blair

DATE: December 14, 2021

No. 18

Bailey Excavating, Inc.
1073 Toro Drive
Jackson, Michigan 49201

Federal ID Number: 38-2009278 **Schedule A**

Contact: Rhonda L. Blair *Officer's:* James W. Bailey -CEO/President
John W. Bailey -Vice President

Type of Business: Construction-Streets,Excavation,Site Development,Watermain & Storm/Sanitary Sewer

Physical Address: 1073 Toro Drive -Jackson, Michigan **49201**

Year Corporation Formed: 1973 48 Years in Business 46 Employees

KEY PERSONNEL

Name	Title	Experience/Years	
JOHN W. BAILEY	PRESIDENT	43 YEARS	OWNER
JACOB W. BAILEY	V.P./MANAGER/ESTIMATOR	10 YEARS	PROJECTS-DEGREE
MARK E. MAGNER	SUPERVISOR	36 YEARS	PROJECTS
STEVE LOGAN	FOREMAN	25 YEARS	PROJECTS
RHONDA L. BLAIR	EXECUTIVE FINANCIAL DIRECTOR	38 YEARS	OFFICE

Equal Opportunity Employer

Contractor's Performance Evaluation

Michigan Department of Transportation

5/13/2021 10:01 AM
FieldManager 5.3c

Contract: 38000-207146, Reconstruction includes removal of composite pavement, cor

Report Period		CPE Number	Contractor	
6/24/2019 - 1/27/2021		1	Bailey Excavating, Inc.	
CPE Date	**Report Type**		**Contractor Type**	**Subcontract Amount**
5/13/2021	Final		Prime	
Form Version	**Route**	**District**	**Business Enterprise Type**	
082307		06022		
Location			**Work Type**	
Greenwood Avenue from south of Morrell Street to Jackson Str				
Evaluator	**Current Contract Amount**		**Managing Office**	
KB, Kent Beeksma	$1,986,688.32		HRC	
Entered By			**Revised By**	**Revision Date** / **Rev. No.**
AB, Alicia Blower				
County(s)				
Jackson County				
Project(s)				
207146A, Reconstruction includes removal of composite pavement, concr				
Comments				

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
1. To what degree are Contractor's project management personnel available and given the authority to execute the directions of the Engineer?	9	
2. To what degree are the Contractor's management personnel competent and effective in scheduling the work and organizing construction operations, including being punctual in starting and completing the work on the project and meeting critical intermediate phases in accordance with the contract?	9	

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
3. To what degree does the Contractor furnish required documentation and reports in a timely manner? This includes, but is not limited to, certification of materials, delivery tickets, invoices, progress schedule, shop drawings, material sampling, requests for extensions of time, contractor staking and Contractor Quality Assurance/Quality Control (QA/QC) plans and documentation.	9	
4. To what degree does the Contractor comply with the direction of the Engineer and follow the project authority as detailed in Division 1 of the Standard Specifications for Construction?	9	
5. To what degree does the Contractor comply timely with all appropriate wage rates, labor, EEO, and D.B.E. laws and regulations, submit accurate certified payrolls and promptly pay all subcontractors?	8	
B. Resources		
6. To what degree does the Contractor have adequate and sufficient equipment to keep the project on schedule? Does the equipment meet the requirements of the specifications and efficiently provide a quality product?	9	Equipment was always available and on site as needed to complete the project
7. To what degree does the Contractor have competent and sufficient personnel to keep the project on schedule?	9	Had enough personnel on site to complete projects
C. Work Performance		
8. To what degree does the Contractor have good safety practices? Does the Contractor follow their own safety program?	9	All personel wore the appropriate gear completing work
9. To what degree did the Contractor comply with contract requirements for maintaining traffic?	9	Contractor put back up signs that were tipped over in a timely manner and placed barricades and barrels to block traffic from entering the site at the end of the day
10. If applicable, to what degree does the Contractor meet the contract requirements for Contractor Quality Control (CQC)?	9	
11. To what degree does the Contractor provide a quality product?	9	

19.

MDOT
Michigan Department of Transportation

Contractor's Performance Evaluation

5/13/2021 10:01 AM
FieldManager 5.3c

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
C. Work Performance		
12. To what degree does the Contractor properly notify and coordinate work with utility companies, railroads, property owners, local unit of government, and Contractors working on adjacent projects?	8	
13. To what degree does the Contractor submit the necessary documentation to permit timely closeout and finaling of project?	9	
14. To what degree does the Contractor meet the environmental requirements of the contract?	9	Set up SESC in accordance with contract and replaced as needed
D. Subcontractor Management		
15. To what degree does the Contractor coordinate work with Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor's work schedule and ensure that Subcontractors are in compliance with contract requirements?	8	

Evaluator _____ (Date) _____

Construction/Project Engineer _____ (Date) _____

TSC Manager: _____ (Date) _____

Contractor's Performance Evaluation

Michigan Department of Transportation

12/11/2019 10:05 AM

FieldManager 5.3c

Contract: 38000-130214, Hot mix asphalt cold milling and resurfacing, drainage, sign

Report Period		CPE Number	Contractor	
8/7/2018 - 11/4/2019		8	Bailey Excavating, Inc.	
CPE Date	**Report Type**		**Contractor Type**	**Subcontract Amount**
12/11/2019	Final		Prime	
Form Version	**Route**	**District**	**Business Enterprise Type**	
082307		06022		
Location			**Work Type**	
4th Street from Audubon Boulevard to Horton Road.				
Evaluator	**Current Contract Amount**		**Managing Office**	
JPN, Jim P Neill (MSG)	$1,324,789.54		The Mannik & Smith Group, Inc.	
Entered By			**Revised By**	**Revision Date** / **Rev. No.**
CEB, Carrie E Baker				
County(s)				
06				
Project(s)				
130214A, Hot mix asphalt cold milling and resurfacing, drainage, sign				
Comments				

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
1. To what degree are Contractor's project management personnel available and given the authority to execute the directions of the Engineer?	10	
2. To what degree are the Contractor's management personnel competent and effective in scheduling the work and organizing construction operations, including being punctual in starting and completing the work on the project and meeting critical intermediate phases in accordance with the contract?	9	

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
3. To what degree does the Contractor furnish required documentation and reports in a timely manner? This includes, but is not limited to, certification of materials, delivery tickets, invoices, progress schedule, shop drawings, material sampling, requests for extensions of time, contractor staking and Contractor Quality Assurance/Quality Control (QA/QC) plans and documentation.	9	
4. To what degree does the Contractor comply with the direction of the Engineer and follow the project authority as detailed in Division 1 of the Standard Specifications for Construction?	10	
5. To what degree does the Contractor comply timely with all appropriate wage rates, labor, EEO, and D.B.E. laws and regulations, submit accurate certified payrolls and promptly pay all subcontractors?	10	
B. Resources		
6. To what degree does the Contractor have adequate and sufficient equipment to keep the project on schedule? Does the equipment meet the requirements of the specifications and efficiently provide a quality product?	10	
7. To what degree does the Contractor have competent and sufficient personnel to keep the project on schedule?	10	
C. Work Performance		
8. To what degree does the Contractor have good safety practices? Does the Contractor follow their own safety program?	9	
9. To what degree did the Contractor comply with contract requirements for maintaining traffic?	10	
10. If applicable, to what degree does the Contractor meet the contract requirements for Contractor Quality Control (CQC)?	N/A	
11. To what degree does the Contractor provide a quality product?	9	
12. To what degree does the Contractor properly notify and coordinate work with utility companies, railroads, property owners, local unit of government, and Contractors working on adjacent projects?	10	

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
C. Work Performance		
13. To what degree does the Contractor submit the necessary documentation to permit timely closeout and finaling of project?	9	
14. To what degree does the Contractor meet the environmental requirements of the contract?	9	
D. Subcontractor Management		
15. To what degree does the Contractor coordinate work with Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor's work schedule and ensure that Subcontractors are in compliance with contract requirements?	10	

Jim Neill Digitally signed by Jim Neill
Date: 2019.12.13 09:30:14 -05'00'

Evaluator (Date)

Steven L. Bouws Digitally signed by Steven L. Bouws
Date: 2019.12.23 14:40:55 -05'00'

Construction/Project Engineer (Date)

Kelby Wallace PE Kelby Wallace
Feb 18 2020 8:15 AM

TSC Manager: Kelby Wallace - Jackson TSC (Date)

19.

MDOT
Michigan Department of Transportation

Contractor's Performance Evaluation

12/5/2018 2:47 PM
FieldManager 5.3a

Contract: 38000-130214, Hot mix asphalt cold milling and resurfacing, drainage, sign

Report Period	CPE Number	Contractor	
8/7/2018 - 12/5/2018	1	Bailey Excavating, Inc.	
CPE Date	**Report Type**	**Contractor Type**	**Subcontract Amount**
12/5/2018	Interim	Prime	
Form Version	**Route**	**District**	**Business Enterprise Type**
082307		06022	
Location		**Work Type**	
4th Street from Audubon Boulevard to Horton Road.			
Evaluator	**Current Contract Amount**	**Managing Office**	
JPN, Jim P Neill (MSG)	$1,273,315.68	The Mannik & Smith Group, Inc.	
Entered By		**Revised By**	**Revision Date** / **Rev. No.**
MKA, Mohammed K Azam			
County(s)			
Jackson County			
Project(s)			
130214A, Hot mix asphalt cold milling and resurfacing, drainage, sign			
Comments			

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
1. To what degree are Contractor's project management personnel available and given the authority to execute the directions of the Engineer?	9	
2. To what degree are the Contractor's management personnel competent and effective in scheduling the work and organizing construction operations, including being punctual in starting and completing the work on the project and meeting critical intermediate phases in accordance with the contract?	9	

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
C. Work Performance		
13. To what degree does the Contractor submit the necessary documentation to permit timely closeout and finaling of project?	9	
14. To what degree does the Contractor meet the environmental requirements of the contract?	9	
D. Subcontractor Management		
15. To what degree does the Contractor coordinate work with Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor's work schedule and ensure that Subcontractors are in compliance with contract requirements?	9	

Jim Neill

Digitally signed by: Jim Neill
DN: CN = Jim Neill email = jneill@manniksmithgroup.com O = State of Michigan
Date: 2018.12.06 11:30:27 -05'00'

Evaluator (Date)

Steven L. Bouws

Digitally signed by Steven L. Bouws
DN: c=State of Michigan, email=sbouws@manniksmithgroup.com, cn=Steven L. Bouws
Date: 2018.12.06 16:17:23 -5'00'

Construction/Project Engineer (Date)

TSC Manager: Kelby Wallace - Jackson TSC (Date)

19.

Rhonda Denny

From: Jacob Bailey
Sent: Thursday, November 04, 2021 5:48 PM
To: Mark Magner; Rhonda Blair; Rhonda Denny; Jule
Subject: Fwd: Bailey Excavating

Jacob W Bailey
Estimator/Project Manager
Bailey Excavating Inc.
Office: 517-750-3030
Cell: 517-740-0371

From: Brian Sadek <briansadek@gmail.com>
Sent: Thursday, November 4, 2021 4:53:47 PM
To: tbridges@a2gov.org <tbridges@a2gov.org>
Cc: Jacob Bailey <jacobbailey@bailey-excavating.com>
Subject: Bailey Excavating

Hi Theresa:

(I got your email address off of the blue flyer that was placed on our front door a couple of months ago. If you're the wrong person to send this to, please either forward it to the right person or let me know to whom I should send it.)

My wife, two young kids, and I live on Liberty Street and the water main construction has been going on in front of our house for a couple months now. I want to commend Bailey Excavating and its employees for doing a professional job and for the courtesy with which they've treated us neighbors during what could otherwise be a terrible disruption. They have been friendly, fair, and willing to move equipment when we or other people need to get into or out of our driveways. In particular, Bill (or Bob? I'm terrible with names), who usually operates the front loader, has been very nice to our children and is like a hero to my two year old son (pic attached).

That's it. To the extent constituent feedback helps Bailey get future business with the city now that Prop A passed and allows best value contract award, we and our neighbors are happy constituents. And, to be clear, I have no direct or indirect business interest in Bailey or its success. I simply think that they've been good to us and should be recognized.

Best regards,
Brian Sadek

CATERPILLAR
CAT

19.

Memo From: Keith Fransted

Hello, my name is Keith Fransted. I am the project manager for all of the underground for Kelly Fuel in Jackson, MI. I am very honored to give a recommendation for Bailey Excavating, Inc.

I've known the Bailey boys for the better part of forty years. After working with several companies of the pass many years, Bailey Excavating, Inc. is definitely one of the best underground and road builders in southern Michigan. The equipment is the very best, mostly Caterpillar. Most of their employees have been with the company for many years and are very knowledgeable about their procedure. Their superintendents are always on top of any problems.

Choosing Bailey Excavating, Inc. would be an excellent choice for the State of Michigan.

Sincerely,

Keith Fransted

RECENT JOBS COMPLETED-EXPERIENCE

PROJECT NAME	CONTRACT	OWNER OR ENGINEER	TELEPHONE #
MLK Round-a-bout MDOT#130211		City of Jackson	
EARTHWORK/ROAD/UTILITIES	$ 1,983,413.51	Troy White	517-788-4160
Barton Drive		City of Ann Arbor	
Watermain Replacement	$1,505,442.72	Jane Allen	734-6410 Ext.43678
Franklin Street Reconstruction		City of Jackson	
Earthwork /UTILITIES	$ 1,663,106.30	Troy White	517-788-4160
Jackson College		Jackson College	
SITE WORK/UTILITIES	$ 1,528,960.71	James Jones	517.796.8688

No. 23

Bailey Excavating, Inc.
Employee Classifications
Ratio

Name	Class
JACOB W. BAILEY	V.P./MANAGER
DAVID A. BENDELE	OPRFM1
STEVE BLISS	OPRFM1
BLAKE D. BLODGETT	LBAPP4
FRED CARPENTER	OPRFM1
FRED CARPENTER II	OPRREG
KEGAN E COCHRANE	MECHANIC
DYLAN L CONNELLY	LRCL5
CHRISTOPHER R CONSLEY	OPRREG
PATRICK R. CONSLEY	LRCL1
MICHAEL T CRABTREE	OPRFM1
TYLER A. DARNELL	LRCL5
WILLIAM J. DAVIS	OPRREG
CHRISTOPHER EUBANKS	LRCL1
DEVIN R HALE	YARD
MICHAEL R HAVENS	OPRFM1
JOSEPH P IRISH	OPRAPPRE
MARK J. IRVING	OPRFM1
RYAN R. JOHNSON	LBAPP-3
YENQUIER R JORGE	OPRREG
JOSEPH C. KEMPLIN	LRFMN1
ROBERT H LEY	OPRREG
STEVEN L. LOGAN	OPRFM2
MARK E. MAGNER	SUPERVISOR
JUAN R. MENA	LRCL5
RHONDA M. DENNY	OFFICE
TIMOTHY C. NEVINS	LRCL5
SAMUEL W PANCAKE	LRCL1
RAYMOND J. PANKHURST	OPRFM2
PATRICK M. PARKER	OPRFM1
CONNER S. PETERS	GARAGE
ZAITHON M REDDICK	LRAPP1
TOM ROWLAND	OPRREG
RHONDA L. BLAIR	OFFICE
EDWARD T. SWARTZ	OPRREG
KIRK A SWARTZ	OPRREG
CHAD M WHITNEY	OPRREG
CHAD WRIGHT	OPRREG

Key:
OPRFM1 = Operator Foremam Journeyman
LBAPP4 = Laborer Apprentice level 4
OPRREG = Operator Journeyman
LRCL5 = Laborer Journeyman Pipe Layer
LRCL1 = Laborer Journeyman
OPRAPPRE = Operator Apprentice level 1
LBAPP-3 = Laborer Apprentice level 3

No. 24

Barker Weber
INSURANCE AGENCY, INC.
Providing Excellent Service - Quality Coverage Because We Care About You

March 30, 2021

Bailey Excavating, Inc.
PO Box 660
Jackson, MI 49204

RE: Workers Compensation – Experience Modification Rating Factor History

Hello,

Thank you for your inquiry regarding your Workers Compensation Experience Rating Modification history. The following were developed for each rating year:

Rating Period Dates	Company	Modification Factor
06/01/2020 - 2021	Accident Fund Insurance Company	.90
06/01/2019 -2020	Accident Fund Insurance Company	.70
06/01/2018 - 2019	Accident Fund Insurance Company	.70

Please let us know if you have any questions

Sincerely,

Darcie DeHart

Darcie DeHart for:

Steve Lefere
Barker Weber Insurance
2501 Spring Arbor Rd
Jackson, MI 49202

No. 26

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

OPERATING ENGINEERS LOCAL 324 JATF INC
275 E HIGHLAND ROAD
HOWELL , MI 48843

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI015780065 - OPERATING ENGINEERS LU 324 JATF:**

OPERATING ENGINEERS LU 324 JATF
275 E. HIGHLAND RD.
HOWELL , MI 48843

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI15N045712		WRIGHT, CHAD D	OPERATING ENGINEER (Alternate Title: Heavy Construction Equipment Mechanic) (0365 V1) Time-Based	10/22/2015		

Certified by the U.S. Department of Labor

Date Issued: 6/25/2019

****VOID 90 DAYS FROM ISSUE DATE****

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Operating Engineers, LU 324 JATF
275 E. Highland Rd
HOWELL , MI 48843

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI015780065 - OPERATING ENGINEERS LU 324 JATF:**

OPERATING ENGINEERS LU 324 JATF
275 E. HIGHLAND RD.
HOWELL , MI 48843

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2020002461		Irish, Joseph P	OPERATING ENGINEER (Alternate Title: Heavy Construction Equipment Mechanic) (0365 V1) Time-Based	7/6/2020		

Certified by the U.S. Department of Labor

Date Issued: 6/8/2021

****VOID 90 DAYS FROM ISSUE DATE****

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Bailey Excavating, Inc.
1073 Toro Drive
Jackson , MI 49204

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI007970001 - Michigan Laborer's JAC:**

Michigan Laborer's JAC
11155 South Beardslee Road
Perry , MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI202100459	***-**-1336	REDDICK, ZAITHON M	Construction Craft Laborer (0661 V1) Time-Based	7/28/2021		

Certified by the U.S. Department of Labor

Date Issued: 8/31/2021

****VOID 90 DAYS FROM ISSUE DATE****

Bailey Excavating, Inc.

1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204
PHONE (517) 750-3030 — FAX (517) 750-1095

EQUAL OPPORTUNITY EMPLOYER

EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

"BAILEY EXCAVATING, INC."

It is the policy of Bailey Excavating, Inc. to assure Equal Opportunity in all aspects of employment to applicants. The hiring of all employees are to be treated without regard to their race, religion, sex, color or national origin, sexual orientation, gender identity, age, sex, height, weight, marital or veteran status, arrest record or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training,including apprenticeship, pre-apprenticeship, and/or on-the-job training.

5/20/2019
DATE

JACOB W. BAILEY, EEO OFFICER

An Equal Opportunity Employer

Price (25%)

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

Submitted Bid:	$964,269.07
Labor Costs:	$192,853.81*
Materials Costs:	$337,494.17*
Equipment Costs:	$241,067.27*
Possible Change Orders:	Do not fore see any change orders at this time. *Subcontractor costs not included in breakdown

Corporate Accountability (25%)

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

Workplace Safety (25%)

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

Workforce Development (15%)

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

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Bid Evaluation Criteria.

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

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

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

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

General Information:

Company Name: Bailey Excavating, Inc.	Telephone: 517-750-3030
Street Address:	Mailing Address:
1073 Toro Drive	Same
Jackson,I 49201	
Officers:	
President: John W. Bailey	Email Address: jbailey70@comcast.net
Vice President: Mark Magner/Jacob W. Bailey	Email Address: mmagner@bailey-excavating.com;jacobbailey@bailey-excavating.com
Secretary: Jacob W. Bailey	Email Address: Jacobbailey@bailey-excavating.com
Treasurer: Jordan Bailey	Email Address: jordanbailey@bailey-excavating.com
How many years has your organization been in business under your present firm name?	48 Years
Parent Company Name:	
Street Address:	
City, State, Zip Code	
Under Current Management Since (Date)	1973
Contact for Insurance Information:	
Name:	Barker Weber Agency
Type of Coverage:	General Liability, Work Comp,Auto,Pollution
Telephone:	517-783-2608
Are you self-insured for Worker's Compensation Insurance? Yes_____ No_x___	
Contacts for Requesting Bids (list two) Jacob W. Bailey -Mark Magner	

Name/Title	Jacob Bailey/V.P./Supervisor/Estimator
Telephone:	517-740-0371
Email Address:	jacobbailey@bailey-excavating.com
Name/Title	Mark Magner/V.P./Manager
Telephone:	517-206-6975
Email Address:	mmagner@bailey-excavating.com
Prequalification Form completed by:	
Name/Title:	Rhonda L. Blair/Executive Financail Director
Telephone:	57-750-3030
Email Address:	rhondablair@bailey-excavating.com

Organization

Form of Business:		
Sole Owner	Partnership	Corporation X
Describe Service Performed:	Sitework, Utilities, Road Construction	
Construction X	Construction Design	Original Equipment Manufacturer & Installer
Project Maintenance	Maintenance	Service Work (janitorial, clerical, etc.)
Other		
Describe Additional Services Performed:		
List other types of work within the services you normally perform that you subcontract to others: HMA Paving, Concrete, Electrical, Barricades & Signage		
Annual Dollar Volume For the Past Three Years		
20 19	20 20	20 21
$ 11,739,586.81	$ 12,131,113.91	$ 13,463,843.84

Largest Job During the Last Three Years	$ 2,653,819.04
Your Firm's Desired Project Size: Maximum 4 mil Minimum $25,000.00	
Bonding Company: Mourer -Foster Agency (Traveler's Casualty and Surety Company of America)	
Bonding Capacity: 10 mil (Single Project) 20 mil (Total)	
State and local licenses and license numbers held by your organization: Drain Layer#101, Sewage Installer#344, Storm Management#09894	
What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs? Union Apprenticeship programs, OJT Training, OSHA, Hazmat, First Aide, Miss Dig & Abestos Training	

Work History

Largest dollar valued jobs in progress:				
Customer/Location	Type of Work	Size - $M	Contact	Telephone
City of Ann Arbor	2021 Misc. Utitlities	2.5 mil	Theresa Bridges PE	734-794-6410
JPS Fieldhouse-Jackson	Site Work-Utilities	1.2 mil	Eric Wolfe-CSM	269-491-8378
Norfolk-Magnolia Dev-Jackson	Site Work-Utilities	$885,117.54	Sean Lefere	734-545-8564
Blackman Place Apts-Jackson	Site Work-Utilities	$600,815.00	David Spayd-Cash Waggner Assoc.	812-309-3923
Largest dollar valued jobs in the past three years:				
Customer/Location	Type of Work	Size - $M	Contact	Telephone
City of Ann Arbor	Watermain/Sanitary	2.6 mil	Brian Slizewski PE	734-794-6410
City of Ann Arbor	2021 Misc. Uttilties	2.5 mil	Theresa Bridges PE	734-794-6410
City of Jackson/Greenwood Ave	Road,Watermain, Storm Sewer	1.7 mil	Troy White	517-768-6075

CURRENT JOBS IN PROGRESS

PROJECT NAME	CONTRACT	% COMPLETED	TO BE COMPLETED	OWNER OR ENGINEER	TELEPHONE #
Leoni Township WWTP EARTHWORK/UTILITIES	$ 100,272.50	10%	May-22	Leoni Township DPW F&V Construction	616-977-4400
Morrell St-MDOT#38000-207173 ROAD/UTILITIES	$669,801.77	100%	Oct-21	City of Jackson Troy White	517-788-4160
2021 Misc. Utilities SITE WORK/UTILITIES	$ 2,544,692.24	75%	Apr-22	City of Ann Arbor Theresa Bridges	734-794-6410
JPS Athletic Field Earthwork /UTILITIES	$ 1,248,492.50	60%	Nov-21	CSM Group Eric Wolfe	269-491-8378
Cooley Place & Biddle-2021 CDBG EARTHWORK/ROAD/UTILITIES	$ 682,407.56	90%	Dec-21	City of Jackson Troy White	517-788-4160
Blackstone WM-Randolf Brown St Earthwork/Road/utilities	$ 846,206.25	90%	May-22	City of Jackson Troy White	517-788-4160
Blackman Place Apartments Site Work/Utilities	$ 600,815.44	30%	Apr-22	City of Jackson Troy White	517-788-4160
Albion 2021 Local Streets ROAD WORK/UTILITIES	$ 1,222,813.66	100%	Sep-21	City of Albion Pat Miller	517-629-5535
DWWH Watermain ROAD/UTILITIES	$ 1,393,088.95	100%	Oct-21	City of Ann Arbor Igor Kotlyar	734-794-6410

Are there any judgements, claims or suits pending or outstanding against your company? Yes_____ No_x_	
Are you or have you ever been involved in any bankruptcy or reorganization proceedings? Yes_____ No_x_ If yes, please attach details.	
Has your organization ever failed to complete any work awarded to it?	
Has your organization been involved in any lawsuits or arbitration with regard to construction contracts within the last five years? Yes_____ No_x_	
Provide the following information on five owners that have used your services. Governmental owners preferred.	
Firm Name:	MDOT (Michigan Dept. of Transporation)
Contact Name:	Joe Vanpoppel
Project	Several MDOT Projects
Address:	2750 N. Elm Rd-Jackson, MI 49201
Telephone:	517-206-3818
Email Address:	VanPoppelJ@michigan.gov
Firm Name:	City of Ann Arbor
Contact Name:	Theresa Bridges
Project	2021 Misc. Utilities Project
Address:	100 NORTH FIFTH AVENUE-Ann Arbor, MI 48107
Telephone:	734-794-6410
Email Address:	TBridges@a2gov.org
Firm Name:	State Prison
Contact Name:	Steve Curtiss
Project	Several Projects
Address:	1780 E. Parnall Rd-Jackson, MI 49201

Telephone:	517-740-6797
Email Address:	Curtiss@michigan.gov
Firm Name:	City of Jackson
Contact Name:	Troy White
Project	Several Projects
Address:	161 W. MICHIGAN AVE-Jackson, MI 49201
Telephone:	517-768-6075
Email Address:	twhite@cityofjackson.org
Firm Name:	Jackson County Dept of Transporation
Contact Name:	Steve Moran
Project	Several Projects
Address:	2400 Elm Rd-Jackson, MI 49201
Telephone:	517-740-2000
Email Address:	SMoran@mijackson.org
Provide the following information on five architects that you have worked with in the past five years. Governmental projects preferred.	
Firm Name:	J Bradley Moore & Associates Architects, Inc.
Contact Name:	Brad Moore
Project	Meadowview Condominiums
Address:	2250 Ann Arbor-Saline Rd-Ann Arbor, MI
Telephone:	734-930-1500
Email Address:	brad@jbradleymoore.com
Firm Name:	Wightman: Architecture, Engineering, Design, Survey

Contact Name:	Mickey Bittner
Project	Several Projects
Address:	433 E Ransom St, Kalamazoo, MI 49007
Telephone:	269-266-2159
Email Address:	mbittner@gowightman.com
Firm Name:	Fishbeck: Architects, Engineers, Environmental sciences
Contact Name:	Andrew Kilpatrick
Project	Edgewood St. Jackson +
Address:	2001 Commonwealth Blvd. Suite 200 Ann Arbor, MI 48105
Telephone:	734-454-7566
Email Address:	akilpatrick@fishbeck.com
Firm Name:	OHM Advisors
Contact Name:	Aaron Berkholz
Project	MDOT#131825 Harris Rd
Address:	355 S Zeeb Rd Suite A, Ann Arbor, MI 48103
Telephone:	734-548-5752
Email Address:	aaron.berkholz@ohm-advisors.com
Firm Name:	
Contact Name:	
Project	
Address:	
Telephone:	

Email Address:	

Safety and Health Performance

Worker's Compensation Experience Modification Rate (EMR) Data:		
EMR is _____ Interstate Rate __X__ Intrastate Rate _____ Monopolistic State Rate _____ Dual Rate	EMR for the last three years: .70 2019 .70 2020 .90 2021	
State or Origin: Michigan	EMR Anniversary Date: June 1, 2022	
Injury and Illness Data:		
Employee hours worked last three years (excluding subcontractors)		
Year: 2018	Hours: 62,993	
Year: 2019	Hours: 60,375	
Year: 2020	Hours: 65,821.75	
Provide the following data (excluding subcontractor) using your OSHA 300 and 300A Forms for the past three (3) years: *(Notes: Data should be the best available data applicable to the work in this region or area. If your company is not required to maintain OSHA 300 and 300A forms, please provide information from your Worker's Compensation Insurance carrier itemizing all claims for the last three years).*		
Injury related fatality		
2018	Number 0	Rate
2019	Number 0	Rate
2020	Number 0	Rate
Lost workday case injuries involving days away from work, or days of restricted work activity or both		
2018	Number 2	Rate
2019	Number 0	Rate

20 20	Number 0	Rate

Lost workday case injuries involving days away from work:		
20 18	Number 14	Rate
20 19	Number	Rate
20 20	Number	Rate
Total OSH Recordable Injury Rate:		
20 18	Number	Rate
20 19	Number	Rate
20 20	Number	Rate
Have you received any regulatory (EPA, OSHA, etc.) citations in the last three years? Yes_____ No x		

Safety and Health Programs and Procedures

Highest ranking safety/health professional in the company:	
Title:	V.P./Safety Officer
Telephone:	517-740-0371
Email Address:	jacobbailey@bailey-excavating.com
Do you have or provide the following:	
Full time Safety/Health Director Yes X No_____	
Full time Safety/Health Supervisor Yes x No_____	
Full time job Safety/Health Coordinator Yes x No_____	
Do you have or provide the following:	
Safety/Health incentive program: Yes x No_____	

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED

SUMMARY OF WORK-RELATED INJURIES AND ILLNESSES

Year 20 18

Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration (MIOSHA)

Form Approved OMB No. 1218-0176

All establishments covered by Public Law of 1970 (P.O. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 1974, Part 11, Michigan Administrative Rule for Recording and Reporting of Injuries and Illnesses, must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. You may be fined for failure to comply.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the MIOSHA Form 300 in its entirety. They also have limited access to the MIOSHA Form 301 or its equivalent. See Part 11, R408.22135 Rule 1135, in MIOSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
14	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	2	(4) Poisonings	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Conditions	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name: Bailey Excavating, Inc.

Street: 1073 Toro Drive

City: Jackson State: Michigan Zip: 49201

Industry description (e.g., Manufacture of motor truck trailers): CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715): ____

OR North American Industrial Classification (NAICS), if known (e.g., 336212): ____

Employment Information

Annual average number of employees: 35

Total hours worked by all employees last year: 62,993

Sign here: Rhonda L. Blair

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Rhonda L. Blair	Office Manager
Company Executive	Title
(517) 750-3030	1/16/19
Phone	Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: Michigan Department of Licensing and Regulatory Affairs, MIOSHA, TSD, 530 West Allegan Street, P.O. Box 30643, Lansing MI 48909-8143. (517) 284-7788. Do not send the completed forms to this office.

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

LOG OF WORK-RELATED INJURIES AND ILLNESSES

Year 20 18

Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration (MIOSHA)

ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form Approved OMB No. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in Public Law of 1970 (P.L. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 1974, Part 11, Michigan Administrative Rule for Recording and Reporting of Injuries and Illnesses. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (MIOSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local MIOSHA office for help. You may be fined for failure to comply.

ESTABLISHMENT NAME: Bailey Excavating, Inc.

CITY: Jackson | STATE: Michigan

IDENTIFY THE PERSON		DESCRIBE THE CASE				CLASSIFY THE CASE											
						Using these four categories, check **ONLY** the one most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other recordable cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
001	Anthony Crabtree	Laborer CL 1	8/20/2018	Ann Arbor -Jobsite	Facial Laceration-Stitches		14					✓					
002	Joseph C. Kemplin	Laborer CL 1	10/25/2018	Hudson WWTP-Jobsite	Facial Laceration-Stitches		4					✓					
					Page totals	0	18					2	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Hearing Standard Threshold Shifts must be recorded under Column 5

Page of

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact:
Michigan Department of Licensing and Regulatory Affairs, MIOSHA, TSD,
530 West Allegan Street, P.O. Box 30643, Lansing MI 48909-8143. (517) 284-7788
Do not send the completed forms to this office.

MIOSHA-300 (rev. 12/16) Effective 01/01/2004

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

INJURY AND ILLNESS INCIDENT REPORT

ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Michigan Department of Licensing
Michigan Occupational Safety and Health Ac

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This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and MIOSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law of 1970 (P.L. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 174, Part 11, Michigan Administrative Rule for Recording and Reporting Of Injuries and Illnesses, you must keep this form on file for 5 years following the year to which it pertains. You may be fined for failure to comply.
If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Rhonda L. Blair

Title Office Manager

Phone 517-750-3030 Date 8/22/2018

Information about the employee

1) Full Name Anthony Crabtree

2) Street 9422 Kennedy Rd

City Munith State MI Zip 49259

3) Date of birth 1/29/1996

4) Date hired 7/11/2016

5) [X] Male [ ] Female

Information about the physician or other health care professional

6) Name of physician or other health care professional
U of M Emergency Room
Richard Michalski-Plastic Surgeon

7) If treatment was given away from the worksite, where was it given?

Facility U of M Emergency Room

Street

City Ann Arbor State MI Zip

8) Was employee treated in an emergency room?
[X] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[X] No

Information about the case

10) Case number from the Log 001 *(Transfer the case number from the*

11) Date of injury or illness 8/20/2018

12) Time employee began work 7:00 AM AM/PM

13) Time of event 12:00 PM AM/PM [ ] Check if time can

14) **What was the employee doing just before the incident occurred?** the tools, equipment or material the employee was using. Be specific. while carrying roofing materials"; "spraying chlorine from hand sprayer'

Using Cut Off Saw to cut pipe

15) **What happened?** Tell us how the injury occurred. Examples: "When la worker fell 20 feet"; "Worker was sprayed with chlorine when gasket br "Worker developed soreness in wrist over time."

The saw blade caught and caused the saw to kick back, hitting employee in th Guard

16) **What was the injury or illness?** Tell us the part of the body that was a affected; be more specific than "hurt", "pain", or "sore." Examples: "stra hand"; "carpal tunnel syndrome."

Facial Laceration- Stitches

17) **What object or substance directly harmed the employee?** Example "radial arm saw." If this question does not apply to the incident, leave il

Saw Blade Guard

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing a information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including sugg contact: Michigan Department of Licensing and Regulatory Affairs, MIOSHA, TSD, 530 West Allegan Street, P.O. Box 30643, Lansing MI 48909-8143. (517) 284-7788. Do not send the completed forms to this office.

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

INJURY AND ILLNESS INCIDENT REPORT

ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration (MIOSHA)

Form Approved OMB No. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and MIOSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law of 1970 (P.L. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 174, Part 11, Michigan Administrative Rule for Recording and Reporting Of Injuries and Illnesses, you must keep this form on file for 5 years following the year to which it pertains. You may be fined for failure to comply.
If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by: Rhonda L. Blair
Title: Office Manager
Phone: 517-750-3030 Date: 10/29/18

Information about the employee

1) Full Name: Joseph C. Kemplin
2) Street: 169 Avondale
City: Jackson State: MI Zip: 49203
3) Date of birth: 4/10/1998
4) Date hired: 6/6/2016
5) [■] Male [ ] Female

Information about the physician or other health care professional

6) Name of physician or other health care professional
Bixby Medical Center
U of M-Steven Richard Buchman, MD

7) If treatment was given away from the worksite, where was it given?
Facility: University of Michigan
Street: 1540 E. Hospital Dr
City: Ann Arbor State: MI Zip: 48109

8) Was employee treated in an emergency room?
[■] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[■] Yes
[ ] No

Information about the case

10) Case number from the Log: 002 *(Transfer the case number from the Log after you record the case.)*
11) Date of injury or illness: 10/25/2018
12) Time employee began work: 8:00 AM/PM
13) Time of event: 10:45 AM/PM [ ] Check if time cannot be determined

14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Cutting Iron Pipe with Cut-Off Saw

15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

When he turned Cut-Off Saw kicked back out of his hands
Hit him in Neck/Chin

16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Lazeration Neck & Chin-Stitches

17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

Cut off Saw

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: Michigan Department of Licensing and Regulatory Affairs, MIOSHA, TSD, 530 West Allegan Street, P.O. Box 30643, Lansing MI 48909-8143. (517) 284-7788. Do not send the completed forms to this office.

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED

SUMMARY OF WORK-RELATED INJURIES AND ILLNESSES

Year 20 19

Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration (MIOSHA)

Form Approved OMB No. 1218-0176

All establishments covered by Public Law of 1970 (P.O. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 1974, Part 11, Michigan Administrative Rule for Recording and Reporting of Injuries and Illnesses, must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. You may be fined for failure to comply.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the MIOSHA Form 300 in its entirety. They also have limited access to the MIOSHA Form 301 or its equivalent. See Part 11, R408.22135 Rule 1135, in MIOSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisonings	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Conditions	0	(6) All Other Illnesses	0

Establishment information

Your establishment name BAILEY EXCAVATING, INC.

Street 1073 TORO DRIVE

City JACKSON State MICHIGAN Zip 49201

Industry description (e.g., Manufacture of motor truck trailers)
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
____

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
_____

Employment Information

Annual average number of employees 34

Total hours worked by all employees last year 60,375.25

Sign here Rhonda L. Blair

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Rhonda L. Blair
Company Executive

Office Manager
Title

(517) 750-3030
Phone

1/29/2020
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: Michigan Department of Licensing and Regulatory Affairs, MIOSHA, TSD, 530 West Allegan Street, P.O. Box 30643, Lansing MI 48909-8143. (517) 284-7788. Do not send the completed forms to this office.

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

LOG OF WORK-RELATED INJURIES AND ILLNESSES

Year 20 19

Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration (MIOSHA)

ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form Approved OMB No. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in Public Law of 1970 (P.L. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 1974, Part 11, Michigan Administrative Rule for Recording and Reporting of Injuries and Illnesses. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (MIOSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local MIOSHA office for help. You may be fined for failure to comply.

ESTABLISHMENT NAME	
Bailey Excavating, Inc.	
CITY	STATE
Jackson	Michigan

IDENTIFY THE PERSON			DESCRIBE THE CASE			CLASSIFY THE CASE												
						Using these four categories, check **ONLY** the one most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						(M)
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other recordable cases									
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)	
						☐	☐	☐	☐			☐	☐	☐	☐	☐	☐	
						☐	☐	☐	☐			☐	☐	☐	☐	☐	☐	
						☐	☐	☐	☐			☐	☐	☐	☐	☐	☐	
						☐	☐	☐	☐			☐	☐	☐	☐	☐	☐	
						☐	☐	☐	☐			☐	☐	☐	☐	☐	☐	
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						☐	☐	☐	☐			☐	☐	☐	☐	☐	☐	
					Page totals	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Hearing Standard Threshold Shifts must be recorded under Column 5

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact:
Michigan Department of Licensing and Regulatory Affairs, MIOSHA, TSD,
530 West Allegan Street, P.O. Box 30643, Lansing MI 48909-8143. (517) 284-7788
Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: BAILEY EXCAVATING, INC.

Street: 1073 Toro Drive

City: Jackson State: MI Zip: 49201

Industry description (*e.g., Manufacture of motor truck trailers*)

Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 35

Total hours worked by all employees last year: 65,821.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John V Bailey — Vice President

Company executive — Title

Phone 517-750-3030 Date 1/14/20

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Form approved OMB no. 1218-0176

Establishment name: Bailey Excavating, Inc.

City: Jackson State: Michigan

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:						
								Remained at Work						Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6)

Company paid safety/health training: Yes_x_ No_____
Do you have a written Safety & Health Program? Yes_x_ No_____ If yes, please submit
Do you have a substance abuse program including testing? Yes_x_ No_____
Do your employees read, write and understand English such that they can perform their job tasks safely without interpreter? Yes_x_ No_____ If no, provide a description of your plan to assure that they can safety perform their jobs.

Rhonda L. Blair / Executive Financial Director

Print Firm Name/Principal

Rhonda L. Blair

Signature/Principal

December 10, 2021

Date

Contractor Evaluation

DO NOT FILL OUT – OWNER USE ONLY

The contractor is:

_____ **Acceptable for Approved Contractor List**

_____ **Conditionally Acceptable for Approved Contractor List**

Conditions:

Date Contractor Notified_____

Approved by:_____ **Date:**_____

Reviewer:_____ **Date:**_____

Reviewer:_____ **Date:**_____

Responsible Contractor Ordinance Response

1. Concord Excavating & Grading, Inc., P.O. Box 250, Concord, MI 49237.
   - President, Charles Williams
   - Vice President, Charles Williams
   - Secretary, Charles Williams
   - Treasurer, Charles Williams
   - Concord Excavating, LLC - 3/18/2003 to 11/2/2005. Incorporated to Concord Excavating & Grading, Inc., 11/2/2005.
2. Name change to corporation 11/2/2005 – Concord Excavating, LLC to Concord Excavating & Grading, Inc.
3. N/A
4. N/A
5. N/A
6. Subcontractor sheet attached.
7. Bonding letter attached
8. N/A
9. N/A
10. N/A
11. Insurance Cert attached.
12. We have 21 employees. Construction workers will not be misclassified as independent contractors.
13. We do a pre-hire drug test and random testing throughout the year. Alcohol and Substance Abuse Policy attached.
14. We agree to warranty per requirements stated in spec book.
15. All wages and fringe benefits are paid as required under applicable federal, state or local wage laws
16. We will be in compliance with Ordinance and make sure our subcontractors are as well.
17. N/A
18. Personnel qualification's attached.
19. References attached.
20. N/A
21. Agreed
22. Completed project list attached. No extra cost relating to reasons listed, no penalties imposed, liens filled, claims for extra work and no defaults.

23. N/A
24. 1.34 – Email from agent attached.
25. N/A
26. N/A
27. Currently our local workforce is 27%. If we have the need to hire, we always put an ad in the Jackson Citizen Patriot and MLive, which we hope draws attention from local residents.
28. EEO attached
29. EEO attached

SECTION C

Subcontractors

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

BARRICADES AND SIGNS - SPARTAN BARRICADING, 781 HULL RD, MASON, M 48854

CONCRETE - EASTLUND CONCRETE, 3929 E HOLT RD, HOLT, MI 48842

INSERTION VALVE - CITY SERVICES, 4901 CLAY AVE, GRADN RAPIDS, MI 49548

ASPHALT - MICHIGAN PAVING, 1600 N. ELM AVE, JACKSON, MI 49202

ELECTRIC - COCHRAN ELECTRIC CO, 2103 S JACKSON ST, JACKSON, MI 49202

SAWCUT - MID MICHIGAN CONCRETE CUTTING, 3120 PERRINE RD, RIVES JUNCTION, MI 49277

S SURETY BONDING &
I INSURANCE
G GROUP

16797 Erin's Way
Grand Ledge, MI 48837

Phone: 517-627-7700
Fax: 517-627-5455
Email: sigkurowski@msn.com

December 14, 2021

To Whom It May Concern:

Re: Concord Excavating & Grading, Inc.

Our agency, along with Nationwide Mutual Insurance Company (A+ Rated), provides surety bonds for the captioned. Over the years, Concord Excavating & Grading, Inc. has distinguished itself as one of the premier underground contractors in the State of Michigan. They consistently perform large scale construction projects, on time and within budget. Their surety company has never been asked to respond to a single complaint on any of their jobs.

During the last number of years, Concord has demonstrated an ability to successfully prosecute construction projects in the $4,000,000 neighborhood, with backlogs approaching $7,000,000. Should you have any questions, feel free to call the undersigned.

Sincerely,

James S. Kurowski
President and Attorney in fact

We help build contractors

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

GAIL A KUROWSKI; JAMES S KUROWSKI

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

UNLIMITED

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

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

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

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of December, 2021.

Assistant Secretary

BDJ 1(08-21)00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathy Corden
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Concord Excavating & Grading, Inc. P.O. Box 250 Concord MI 49237	INSURER A: Employers Mutual Casualty Company	
	INSURER B: EMCASCO Insurance Co	21407
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL213122185 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			4X35408	3/28/2021	3/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 500,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			4E35408	3/28/2021	3/28/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			4J35408	3/28/2021	3/28/2022	EACH OCCURRENCE AGGREGATE	$ $	4,000,000 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			4H35408	3/28/2021	3/28/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Installation Floater			4X35408	3/28/2021	3/28/2022			$200,000

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Eric Walton/KCORD

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CONCORD
Excavating & Grading, Inc.

Alcohol and Substance Abuse Policy

Concord Excavating and Grading, Inc. is a drug and alcohol-free workplace. The use of or being under the influence of illegal drugs and /or alcohol is inconsistent with the behavior expected of employees. The use of illegal drugs and alcohol and misuse of prescribed and over the counter drugs subjects employees and the public to unacceptable safety risks that undermine the Company's ability to operate safely, effectively and efficiently.

The use, possession, distribution or sale of controlled substances such as drugs or alcohol, being under the influence of such controlled substances (drug and alcohol) or testing positive for alcohol or any drug including, but not limited to, inactive components or metabolites associated with the use of such drugs is strictly prohibited while on duty, while on Company premises or work sites or while operating the Company's equipment or vehicles.

Our Company participates in post-offer, random and post-accident drug and alcohol testing. If injured on the job you may be expected to participate in a drug and alcohol test immediately following the injury

Charles Williams, President

P.O. Box 250 ○ Concord, Michigan 49237 ○ Phone: 517/524-8365 ○ Fax: 517/524-8363

EXPERIENCE

How many years has your organization been in business as a contractor under your present business name? 16 Years

How many years experience in construction work has your organization had:

As a Prime Contractor? 19 Years

As a Sub-contractor? 19 Years

KEY EMPLOYEES

Below name persons within your organization who are key employees (Attach current resumes if necessary.) Electrical contractors please indicate your master electrician(s). Submit copies of the company's current electrical license and the master's license.

ENGINEERS – FOREMEN – SUPERINTENDENTS

INDIVIDUAL'S NAME	TITLE	YEARS & TYPE OF CONSTRUCTION EXPERIENCE	EDUCATION
CHARLES WILLIAMS	PRESIDENT	49. YRS - WATERMAIN	GDE
		SANITARY SEWER, STORM	
		SEWER, STREET CONST., LAND	
		BALANCING & DEMO	
BRANDON GLOAR	FOREMAN	25 YRS - SAME AS ABOVE	DIPLOMA
JOHN FRANSTED	FOREMAN	37 YRS - SAME AS ABOVE	DIPLOMA

OTHERS (OPERATORS, LABORERS, ETC.)

INDIVIDUAL'S NAME	TITLE	YEARS & TYPE OF CONSTRUCTION EXPERIENCE	EDUCATION
APRIL RUSSELL	OFFICE MANAGER	29 YRS - ADMINISTRATING	ASSOCIATES
		OFFICE TASK TO INSURE A	
		SUCESSFUL AND SMOOTH	
		RUNNING ENVIRONMENT	

Do any of the persons listed above work for any other prequalified contractor? ☐ YES ☑ NO

If yes, please indicate the company and name of individuals: (attach additional page if necessary).

STATEMENT OF EXPERIENCE OF BIDDER

PROJECT AND LOCATION	REFERENCES
BLACKMAN TOWNSHIP	JACK RIPSTRA - (517) 789-9898 RIPSTRA AND SCHEPPELMAN
RUGGLES & COMPTON CITY OF BRONSON	MICHAEL SCHWARTZ - (269) 372-1158 PREIN & NEWHOF
VILLAGE OF CONCORD	JASON BLOSSOM - (517) 812-7556 VILLAGE OF CONCORD
SMITH & MONROE CITY OF COLDWATER	CORY STENZEL - (517) 899-2641 FISHBECK
VARIOUS JOBS AND LOCATIONS	DAVE THOMPSON - (517) 740-1821 MICHIGAN PAVING
RIVER CROSSING UNION CITY	JEFF WINGARD- (269) 373-7518 FLEIS & VANDENBRINK
WHITETAIL ROAD BATTLE CREEK, MI	TIM THOMPSON - (616) 994-3954 ZAHN BUILDERS

BIDDERS QUALIFICATION STATEMENT

COMPLETED PROJECTS

NAME, LOCATION, AND DESCRIPTION OF PROJECT	OWNER ADDRESS & PHONE #	DESIGN ENGINEER ADDRESS & PHONE #	DATE COMPLETED	CONTRACT PRICE
WHITETAIL RD BATTLE CREEK, MI GRADING AND SITE WORK	ZAHN BUILDERS, INC. P.O. BOX 8114 HOLLAND, MI 49422 616-738-9246	ZAHN BUILDERS, INC. P.O. BOX 8114 HOLLAND, MI 49422 TIM THOMPSON 616-738-9246	12/19	$1,533,016.40
HMA #2 KALAMAZOO, MI ROAD RECONSTRUCTION, TRENCHING, GRADING AND AGGREGATE SHOULDERS	SUB TO RIETH-RILEY CONST 911 HATFIELD AVE KALAMAZOO, MI BILL MASURA 269-343-4525	KALAMAZOO COUNTY 3801 E KILGORE RD KALAMAZOO, MI 49001 269-381-3171	6/19	$514,850.32
SUMMIT TWP ROAD IMPROVEMENTS, GRAVEL SHOULDERS, SURFACE RESTORATION	JCDOT 2400 N ELM STREET JACKSON, MI 49201 517-788-4230	JCDOT 2400 N ELM STREET JACKSON, MI 49201 MICHAEL ANDERSON 517-867-0003	3/20	$601,211.51
CONCORD WATERMAIN CONCORD, MI WATERMAIN, SANITARY, SEWER, ROAD RECONSTRUCTION	VILLAGE OF CONCORD P.O. BOX 306 CONCORD, MI 49237 JASON BLOSSOM 517-812-7556	RIPSTRA & SCHEPPELMAN 2535 SPRING ARBOR ROAD JACKSON, MI 49203 JACK RIPSTRA 517-789-9898	12/21	$3,754,215.80
SMITH AND N MONROE RD COLDWATER, MI WATERMAIN, SANITARY SEWER, STORM SEWER, ROAD RECONSTRUCTION, SIDEWALK REPAIR	CITY OF COLDWATER ONE GRAND STREET COLDWATER, MI 517-279-6936	FISHBECK 1515 ARBORETUM DR, SE GRAND RAPIDS, MI 49546 CORY STENZEL 517-899-2641	12/21	$836,188.48
RUGGLES & COMPTON STREETS BRONSON, MI SANITARY SEWER, WATERMAIN, SEWER, ROAD RECONSTRUCTION	CITY OF BRONSON 141 S MATTESON STREET BRONSON, MI 49028 517-369-7334	PREIN & NEWHOF 3355 EVERGREEN DR NE GRAND RAPIDS, MI 49525 MICHAEL SCHWARTS 269-207-1780	11/21	$1,206,633.09
SAUK RIVER DRIVE COLDWATER, MI ROAD RECONSTRUCTION, SHARED USE PATH, SLOPE RESTORATION	CITY OF COLDWATER ONE GRAND STREET COLDWATER, MI 517-279-6936	FISHBECK 1515 ARBORETUM DR, SE GRAND RAPIDS, MI 49546 CORY STENZEL 517-899-2641	11/21	$435,424.58

CONCORD EXCAVATING & GRADING, INC
(BIDDER'S NAME)

(SIGNATURE)

April Russell

From: Kathy Corden <kcorden@waltoninsurancegroup.com>
Sent: Tuesday, December 14, 2021 1:28 PM
To: April Russell
Subject: RE: {EXTERNAL} EMR Rate

3/28/21-22 = 1.48
3/28/20-21 = 1.53
3/28/19-20 = 1.00

Let me know if you need anything further.

Thanks,

Kathy Corden | Commercial Account Manager

WALTON
INSURANCE GROUP
2929 Spring Arbor Road, Jackson MI 49203
Main: 517-787-2600
Desk & Fax: 517-796-6234
kcorden@waltoninsurancegroup.com

Please note that my hours are 7:30 am to 4:00 pm EST.

The information contained in this communication is highly confidential and is intended solely for the use of the individual(s) to whom this communication is directed. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information is prohibited. Please notify the sender, by electronic mail or telephone, of any unintended receipt and delete the original message without making any copies.

From: April Russell <atrudell@frontiernet.net>
Sent: Tuesday, December 14, 2021 1:23 PM
To: Kathy Corden <kcorden@waltoninsurancegroup.com>
Subject: {EXTERNAL} EMR Rate

What is our EMR three-year average rate please?

April Russell, Office Manager
Concord Excavating & Grading, Inc.
P.O. Box 250
Concord, MI 49237
517-524-8365 (Phone)
517-524-8363 (Fax)

EQUAL EMPLOYMENT OPPORTUNITY POLICY

FOR

CONCORD EXCAVATING AND GRADING, INC.

It is the policy of Concord Excavating and Grading, Inc. to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, gender, color, age, martial status, height, weight, misdemeanor arrest record, disability or national origin. Such action shall include: employment, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship and or on the job training.

April Russell
EEO Coordinator

December 14, 2021

P.O. Box 250 ○ Concord, Michigan 49237 ○ Phone: 517/524-8365 ○ Fax: 517/524-8363

CONCORD EXCAVATING AND GRADING, INC. AND GRADING, INC.

FIELD OPERATIONS SAFETY RULES & PRACTICES

SCOPE:

This document provides minimum guidelines for the safety of employees of Concord Excavating and Grading, Inc. during job preparation and construction operations. Compliance with Federal and State Safety and Health Regulations applicable to the Construction Industry is to be incorporated along with the roles and practices. It provides traffic control for street and highway construction and maintenance. Additional safety precautions must be taken, as conditions require.

STATEMENT OF PRINCIPAL:

Safety is the responsibility and obligation of each and every employee. It is our livelihood and our lives at stake in the workplace. We owe our fellow workers and ourselves our full attention to all details of safety in the workplace. We each make a personal commitment to follow the published policy and provide ourselves, and the general public as safe of a workplace as we can.

PERSONAL SAFETY:

Accidents and injuries have a major impact on the quality of your life. Pain and disability, short-term or long-term, can affect your employment, family activities or leisure time. Maintain an awareness of safety and follow all safety rules to avoid injury. *Do not report to work if you have medications, drugs or alcohol that may affect your performance.

- Your personal vehicle must be parked well clear of construction areas and intersections.
- If you have any questions about your work assignment, discuss them with your supervisor.
- Report unsafe working conditions to your supervisor immediately.
- Do not use unsafe or defective equipment. Take action to protect other employees and have unsafe or defective equipment corrected, repaired or removed from service.

- Never become involved in horseplay. It is a serious matter that can cause serious injuries. Involvement in horseplay can lead to disciplinary action.

WORK CLOTHING:

Shirts, full length pants without cuffs, and work shoes in good condition are mandatory. Safety shoes are recommended, and tennis and other sport shoes are not permitted on the work site.

PERSONAL SAFETY EQUIPMENT:

- Reflective fluorescent vest are mandatory on all street operations and faded vest should be promptly replaced.
- Hard hats are mandatory and must be worn on all job sites.
- Safety glasses will be available as needed.
- Ear protection will be available for employees.
- Back belts are recommended for any person that does an excessive amount of bending and or lifting.

SAFETY MEETINGS:

Weekly employee "tailgate" safety meetings are to be held at the job site. The agenda should provide for additional safety training in specific areas and reinforce the employee's responsibility for his own safety, and that of his co-workers. Employee input should be solicited. Attendance and subject matter should be recorded and sent to the Division Manager. Additional safety meetings should be held whenever work conditions change.

ROAD SINGS, SIGNALS, CONES AND BARRICADES:

All traffic control signs or devices used for the protection of our work forces must conform to the Manual on Uniform Control Device for Streets and Highways. Signs must be placed where they convey their message most effectively. Any differences with state and local authority should be resolved before starting operation. Work shall not commence until you are satisfied that Concord Excavating and Grading, Inc. employees are effectively protected. All signs and cones must be clean and in good conditions. If signs and barricades are contracted, the minimum standards should be insisted upon. Flexible wind resistant signs should be utilized when conditions warrant. Placing and picking up traffic cones should be from a vehicle properly equipped and provide adequate protection to the employee

for this operation. Illumination for night work is crucial for the protection of employees. All lights must be checked before dark to be sure that they are functioning properly. Enough time must be allowed to accomplish repairs before construction operation begins.

ROAD CLOSURES AND DETOURS:

It is recognized that closing the road down and arranging an alternate route can accomplish the greatest safety for the motoring public as well as the construction crew. This option should always be discussed and recommended to local authorities.

TRAFFIC REGULATORS (FLAGPERSON):

All personnel appointed to this position shall be carefully selected and properly trained. The importance of their responsibility for the safety of the work crew and the motoring public shall be emphasized. Traffic regulators shall dress in a manor to command respect of the public and cooperation of fellow employees. Their activity shall present a positive image of Concord Excavating and Grading, Inc. . In alternation traffic situations, communications between traffic regulators should utilize radios where verbal or hand communication is not possible. Traffic regulators should also:

- Always stand erect with proper stop/slow sign held in correct position.
- Stand alone in order not to be distracted from their duty.
- Make sure their flagging station is properly protected by advance warning signs and proper lighting if doing night work.
- Always face oncoming traffic except when it is necessary to check the position of your fellow workers.
- Hard hats, safety glasses, and reflective fluorescent vest are mandatory.

JOB START-UP:

Neither equipment nor employees are to be allowed on the roadway unit all required protection is in position. Trucks with operating flashers shall be utilized to protect employees while warning devices are placed in position. Warning devices shall not be removed until all equipment and employees have been removed from the roadway.

HOUSEKEEPING:

Good housekeeping is essential to any accident prevention effort. Poor housekeeping is probably the greatest single cause of accidents. Awareness is the first step in changing symptoms of poor housekeeping.

FIRE PROTECTION AND PREVENTION:
Multi purpose (ABC) fire extinguishers must be mounted on all vehicles where they are readily accessible. Fire extinguishers shall be inspected and initialed monthly to assure they are in the proper location and have not been used or tampered with.

FIRST AID:
An adequate supply of first aid materials must be kept readily available at all work sites. At least two members of each crew shall have up-to-date first aid training.

EMERGENCY PHONE NUMBERS:
All vehicles equipped with mobile telephones must have emergency phone numbers conspicuously placed within the vehicle. In the event of an emergency where only radio equipment is available, the office should be contacted; which in turn would have the appropriate emergency phone numbers prominently displayed.

SERVICE AND TRUCKS:
All vehicles must have adequate audible back up alarms in functioning order or be removed from service. In the event that a backup alarm is malfunctioning, the supervisor should be notified and the truck taken out of service until the back up alarm is repaired.

VEHICLE AND EQUIPMENT MOUNTED FLASHERS:
All equipment on the construction site must have a flasher or rotating beacon operating at all times the equipment is on or in close proximity of the roadway. These flashers must also be utilized when loading or unloading from the lowboy. The flasher or beacon must be at a height above the equipment that the operator's position does not interfere with its visibility.

EQUIPMENT:
Operators of all equipment are to check their equipment at the start of each day to assure that it is in proper working order. In the event anything

is not functioning properly he must notify his supervisor. Any person who sees equipment or an employee being unsafe must report it to the office immediately.

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion please mark the applicable box(es) with an "X" and provide a relevant response as an attachment indicating what criteria number it pertains to. If you mark the N/A box for any criteria also mark the brief response box and provide an explanation in the same attachment. Do not write your response in the box.

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

CRITERIA	Document Attached	Brief Response	N/A
1. General information about the bidder's company, its principals, and its history, including all former business names, and an explanation of any business name changes.	X		
2. If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it must attach a separate statement to its bid packet that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.	X		
3. Information regarding the state and local licenses and license numbers held by the bidder.			X
4. A confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.			X
5. Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.			X
6. Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The	X		

CRITERIA	Document Attached	Brief Response	N/A
bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.			
7. Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.	X		
8. A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).			X
9. Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.			X
10. Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.			X
11. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.	X		
12. A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.	X		
13. Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.	X		
14. A warranty statement regarding labor, equipment and materials.	X		
15. A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable	X		

CRITERIA	Document Attached	Brief Response	N/A
federal, state, or local wage laws.			
16. A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.	X		
17. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be			X
18. Qualifications of management and supervisory personnel to be assigned by the bidder.	x		
19. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.	x		
20. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects			X
21. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.		agreed	
22. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.	X		
23. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.			x
24. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.		1.34 email from agent attached	
25. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.			X
26. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status			X
27. A statement from the bidder as to what percentage of	X		

CRITERIA	Document Attached	Brief Response	N/A
its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.			
28. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.	X		
29. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability.	X		

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

Bid Evaluation Criteria.

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

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

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

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

Price (25%)

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

Submitted Bid:	$1,008,839.67
Labor Costs:	$400,000.00
Materials Costs:	$386,279.84
Equipment Costs:	$222,559.83
Possible Change Orders:	None

Corporate Accountability (25%)

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

Workplace Safety (25%)

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

Workforce Development (15%)

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

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

General Information:

Company Name: Concord Excavating & Grading, Inc.	Telephone: 517-524-8365
Street Address: 13000 Homer Rd, Concord, MI 49237	Mailing Address: P.O. Box 250, Concord, MI 49237
Officers:	
President: Charles Williams	Email Address: atrudell@frontiernet.net
Vice President: Charles Williams	Email Address: atrudell@frontiernet.net
Secretary: Charles Williams	Email Address: atrudell@frontiernet.net
Treasurer: Charles Williams	Email Address: atrudell@frontiernet.net
How many years has your organization been in business under your present firm name?	16
Parent Company Name:	Same
Street Address:	
City, State, Zip Code	
Under Current Management Since (Date)	3/28/2003
Contact for Insurance Information:	
Name:	Walton Insurance Group, Kathy Corden
Type of Coverage:	All
Telephone:	517-787-2600
Are you self-insured for Worker's Compensation Insurance? Yes_____ No_X_____	
Contacts for Requesting Bids (list two)	

Name/Title	Charles Williams, President
Telephone:	517-524-8365
Email Address:	atrudell@frontiernet.net
Name/Title	April Russell, Office Manager
Telephone:	517-524-8365
Email Address:	atrudell@frontiernet.net
Prequalification Form completed by:	
Name/Title:	April Russell, Office Manager
Telephone:	517-524-8365
Email Address:	atrudell@frontiernet.net

Organization

Form of Business:		
Sole Owner	Partnership	Corporation X
Describe Service Performed:		
Construction X	Construction Design	Original Equipment Manufacturer & Installer
Project Maintenance	Maintenance	Service Work (janitorial, clerical, etc.)
Other		
Describe Additional Services Performed:		
List other types of work within the services you normally perform that you subcontract to others:		
Annual Dollar Volume For the Past Three Years		
20 20 $ 4,849,275	20 19 $ 3,463,819	20 18 $ 2,615,405

Largest Job During the Last Three Years	$ 3,754,216
Your Firm's Desired Project Size: Maximum any Minimum any	
Bonding Company: Surety Bonding & Insurance Group	
Bonding Capacity: 7 mm	
State and local licenses and license numbers held by your organization: N/A	
What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs? Local 324 apprentice program	

Work History

Largest dollar valued jobs in progress: See attached				
Customer/Location	Type of Work	Size - $M	Contact	Telephone
Largest dollar valued jobs in the past three years: See attached				
Customer/Location	Type of Work	Size - $M	Contact	Telephone

Are there any judgements, claims or suits pending or outstanding against your company? Yes_____ No__X__	
Are you or have you ever been involved in any bankruptcy or reorganization proceedings? Yes_____ No__X__ If yes, please attach details.	
Has your organization ever failed to complete any work awarded to it? No	
Has your organization been involved in any lawsuits or arbitration with regard to construction contracts within the last five years? Yes_____ No__X__	
Provide the following information on five owners that have used your services. Governmental owners preferred.	
Firm Name:	Please see attached reference sheet
Contact Name:	
Project	
Address:	
Telephone:	
Email Address:	
Firm Name:	
Contact Name:	
Project	
Address:	
Telephone:	
Email Address:	
Firm Name:	
Contact Name:	
Project	
Address:	

Telephone:	
Email Address:	
Firm Name:	
Contact Name:	
Project	
Address:	
Telephone:	
Email Address:	
Firm Name:	
Contact Name:	
Project	
Address:	
Telephone:	
Email Address:	
Provide the following information on five architects that you have worked with in the past five years. Governmental projects preferred.	
Firm Name:	Please see attached completed project sheet
Contact Name:	
Project	
Address:	
Telephone:	
Email Address:	
Firm Name:	

Contact Name:	
Project	
Address:	
Telephone:	
Email Address:	
Firm Name:	
Contact Name:	
Project	
Address:	
Telephone:	
Email Address:	
Firm Name:	
Contact Name:	
Project	
Address:	
Telephone:	
Email Address:	
Firm Name:	
Contact Name:	
Project	
Address:	
Telephone:	

Email Address:	

Safety and Health Performance

Worker's Compensation Experience Modification Rate (EMR) Data:	
EMR is __X__ Interstate Rate _____ Intrastate Rate _____ Monopolistic State Rate _____ Dual Rate	EMR for the last three years: 1.48 2021 - 2022 1.53 20 20 - 2021 1.00 20 19 - 2020
State or Origin: Michigan	EMR Anniversary Date: 3/28
Injury and Illness Data:	
Employee hours worked last three years (excluding subcontractors)	
Year: 20 21	Hours: 31,172.75
Year: 20 20	Hours: 31,245.25
Year: 20 19	Hours: 34,831.50
Provide the following data (excluding subcontractor) using your OSHA 300 and 300A Forms for the past three (3) years: *(Notes: Data should be the best available data applicable to the work in this region or area. If your company is not required to maintain OSHA 300 and 300A forms, please provide information from your Worker's Compensation Insurance carrier itemizing all claims for the last three years).*	
Injury related fatality none	

20_____	Number	Rate
20_____	Number	Rate
20_____	Number	Rate
Lost workday case injuries involving days away from work, or days of restricted work activity or both none		
20_____	Number	Rate
20_____	Number	Rate

20_____	Number	Rate

Lost workday case injuries involving days away from work: none		
20_____	Number	Rate
20_____	Number	Rate
20_____	Number	Rate
Total OSH Recordable Injury Rate: none		
20_____	Number	Rate
20_____	Number	Rate
20_____	Number	Rate
Have you received any regulatory (EPA, OSHA, etc.) citations in the last three years? Yes_____ No X		

Safety and Health Programs and Procedures

Highest ranking safety/health professional in the company:	Charles Williams
Title:	President
Telephone:	517-524-8365
Email Address:	atrudell@frontiernet.net
Do you have or provide the following:	
Full time Safety/Health Director Yes_____ No X	
Full time Safety/Health Supervisor Yes_____ No X	
Full time job Safety/Health Coordinator Yes_____ No X	
Do you have or provide the following:	
Safety/Health incentive program: Yes_____ No X	

Company paid safety/health training: Yes_____ No_X_
Do you have a written Safety & Health Program? Yes_X_ No_____ If yes, please submit
Do you have a substance abuse program including testing? Yes_____ No_X_
Do your employees read, write and understand English such that they can perform their job tasks safely without interpreter? Yes_X_ No_____ If no, provide a description of your plan to assure that they can safety perform their jobs.

Print Firm Name/Principal

Charles Williams, President

Signature/Principal

Charles Williams

Date 12/14/21

Contractor Evaluation

DO NOT FILL OUT – OWNER USE ONLY

The contractor is:

_____ **Acceptable for Approved Contractor List**

_____ **Conditionally Acceptable for Approved Contractor List**

Conditions:

Date Contractor Notified_____

Approved by:_____ **Date:**_____

Reviewer:_____ **Date:**_____

Reviewer:_____ **Date:**_____

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 26, 2020

SUBJECT: **Resolution for approval of a contract with the Michigan Department of Transportation for superstructure replacement on the High Street bridge over the Grand River**

Recommendation:

> **Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for superstructure replacement on the High Street bridge over the Grand River, and authorize the Mayor and City Clerk to execute the appropriate documents.**

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract with MDOT for the referenced location.

I recommend approval. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon H. Dowling, P.E.

DATE: January 25, 2022

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for superstructure replacement on the High Street bridge over the Grand River, and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

Attached is a resolution to enter into a contract with MDOT for superstructure replacement on the High Street bridge over the Grand River.

BUDGETARY CONSIDERATIONS

The project is an MDOT local bridge with the City's share of the cost at 5%. .

The cost-participation agreement and contract number 21-5494 for this project has been prepared by MDOT and forwarded to the City of Jackson for approval. The estimate for the construction work is $2,201,600 with the federal and state share being $2,091,520 and the City share being $110,080.

HISTORY, BACKGROUND and DISCUSSION

The East High Street bridge over the Grand River (Structure #4537) was built in 1963. In 2019 the E. High St. bridge was posted for truck load restrictions.

DISCUSSION OF THE ISSUE

The City was successful in obtaining MDOT Local Bridge funding for fiscal year 2022 to replace the superstructure on the East High Street bridge. The existing bridge foundations are still good. This project will consist of superstructure removal and replacement of steel beams.

POSITIONS

I am requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

Attachments

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the High Street Bridge over the Grand River is in need of superstructure replacement; and

WHEREAS, the City has received Federal and State Funding for 95% of this project; and

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

WHEREAS, the estimate for the construction work is $2,201,600 with the Federal and State share being $2,091,520 and the City share being $110,080.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the construction for the High Street Bridge; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract with the Michigan Department of Transportation for the replacement of the High Street Bridge; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the contract documents on behalf of the City.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 25th day of January, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 26th day of January, 2022.

_____
Daniel Mahoney, Mayor

_____
Andrea Muray, City Clerk

CAB

LOCAL BRIDGE
NON FED

Control Section	MCS 38000
Job Number	209878CON
Structure	#4537
Contract No.	21-5494

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 29, 2021, attached hereto and made a part hereof:

The superstructure removal and replacement with steel beams of the structure #4537, which carries East High Street over the Grand River, Section 2, T03S, R01W, Summit Township, City of Jackson, Jackson County, Michigan; including guardrail, approach work, signing and maintaining traffic; and all together with necessary related work.

WITNESSETH:

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

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

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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

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

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

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

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

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

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

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

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

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

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

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in part by state Local Bridge Funds. The state Local Bridge Funds will be applied to the PROJECT COST in an amount equal to 95 percent of those PROJECT COSTS eligible for participation by such funds. The remaining 5 percent of the PROJECT COST, after deduction of state Local Bridge Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

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

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

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

8. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

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

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

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation

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

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

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use the state Local Bridge Funds.

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

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

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

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s),

described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

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

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

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

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as

the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF JACKSON

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

EXHIBIT I

CONTROL SECTION MCS 38000
JOB NUMBER 209878CON
STRUCTURE #4537

	TOTAL ESTIMATED COST	STATE LOCAL BRIDGE FUNDS (EST 95%)	BALANCE REQ. PARTY'S SHARE
STRUCTURE AND APPROACHES			
Construction (Contracted)	$2,201,600	$2,091,520	$110,080

NO DEPOSIT REQUIRED

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

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

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 25th, 2022

SUBJECT: Approve Conditional Phase One Facility License for a Medical/Adult Use Marihuana Establishment as per Ordinance No. 2020-15

Recommendation:

Approve conditional phase one facility license for Leon Cannabis Centers LLC Medical/Adult Use Marihuana Class B Grower at 624 Hupp Ave, per Ordinance No. 2020-15. Authorize the City Manager to sign the Development Agreement and make minor modifications as necessary.

Based upon the due diligence on the part of City staff and the commitments on the part of the applicant, I recommend granting a conditional phase one facility license to the above noted applicant. Your consideration and concurrence is appreciated.

Attachments: Attached is the memo from Shane LaPorte, Director Neighborhood and Economic Operations, along with the associated pre-qualification letter, social equity plan, and signed development agreement for the following recommended site:

624 Hupp Ave, Leon Cannabis Centers LLC

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood and Economic Operations

DATE: Council Meeting- January 25th , 2022

RECOMMENDATION: Approve Conditional Phase One Facility License for a Medical/Adult Use Marijuana Establishment as Per Ordinance No 2020-15

SUMMARY

On March 26th , 2021, Leon Cannabis Centers LLC submitted an application for building and site plan review for a Class B Grower Facility to be located at 624 Hupp Ave, this was done in accordance with City Ordinance Section 16-516 License Application Process and Submissions. The applicant's site and building plans were reviewed by City Staff, all plans were found to be in accordance with building and site requirements. On January 18th The Marihuana License Committee met to review compliance with applicable ordinances that pertain to Phase 1 of the licensing process, it was determined that all criteria was met.

BUDGETARY CONSIDERATIONS

At present there are no budgetary considerations because the applicant has submitted the requisite application fee and escrow funds intended to cover the associated staff time. However, these fees are not intended to cover building permit costs, each of which will be assessed separately

HISTORY, BACKGROUND and DISCUSSION

Ordinance No. 2020-15 clearly outlines the process for consideration of a marihuana facilities, including the use types, quantities, and timeframe. City Council is presently only considering the facility application (phase one) which affords the applicant the ability to seek a building permit no sooner than 30 days after Council action. Approval would also permit the City Manager to sign the development agreement which ensures that the applicant completes the project as denoted on the plans and accompanied future operational commitments. Building permits can be sought immediately thereafter. The subsequent review phase (entity) will not commence until a building permit is granted and will not end until up to twelve (12) months later or upon receipt of a Certificate of Occupancy.

POSITIONS

The application being recommended for conditional phase one facility license includes the following: 624 Hupp Ave, Leon Cannabis Centers LLC. Council approval will authorize the City Manager to sign the Development Agreement which effectuates the approved plans and submission package.

ATTACHMENTS:

JG

GRETCHEN WHITMER
GOVERNOR

ORLENE HAWKS
DIRECTOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING
VIA ELECTRONIC MAIL

RECEIVED
APR 07 2021
BY:

Date: September 01, 2020

Addressee: Leon Cannabis Centers, LLC

Address: 1410 Share Ave, Apt 204
Ypsilanti, MI 48198

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency (Agency) considered your partial application for prequalification status and determined that you have prequalification status pursuant to the licensing provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) and associated rules. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements of the MRTMA and associated rules are completed. A state license for a marihuana establishment cannot be issued at this stage of the application process. During complete application review, the Agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

If you have not already done so, please submit a marijuana establishment license application (Step 2) for each state license for which you wish to apply. You may submit an application online through the Accela Citizen Access Portal on the Agency website at www.michigan.gov/mra or your application may be submitted by mail or in person as follows:

Mailing Address:
Marijuana Regulatory Agency
Licensing Division
Adult-Use
P.O. Box. 30205
Lansing, MI 48909

In Person:
Marijuana Regulatory Agency
Licensing Division
Adult-Use
2407 North Grand River
Lansing, MI 48906

Sincerely,

Licensing Division
Marijuana Regulatory Agency

RECEIVED
AUG 26 2021
BY:

Leon Cannabis Centers, LLC Social Equity Plan

This plan must promote and encourage participation in the marijuana industry by people from communities that have been disproportionately impacted by marijuana prohibition and enforcement and to positively impact those communities

Social Equity Policy
The goal of Leon Cannabis Centers, LLC (herein referred to as "the Company") is to positively impact communities that have been disproportionately impacted by prohibition, generally and by specifically identified municipalities:

1. Those who have been a resident of one of the 19 selected disproportionally impacted communities for the past five years.
2. Those who have a marijuana-related conviction, except a person with a conviction which involves trafficking marijuana to children is not eligible for employment as restricted by law.
3. Those who were registered as primary Caregivers for at least two years between 2008 and 2017.

Implementation of Social Equity Policy
The company will develop implementation of goals, assessments, and best practices for this Social Equity Plan over the next year through employee training, community outreach, and hiring policies, community projects, and procedures that implement this Social Equity Plan detailing how the applicant will positively impact communities that have been disproportionately impact by prohibition, such as:

1. Jobs and job training for people from the 3 impacted communities, except a person with a conviction which involves trafficking marijuana to children is not eligible for employment as restricted by Michigan law.
2. Generate 10% excise taxes that will partially go to local government programs and law enforcement in challenged communities, shared tax revenue which benefits people in the identified municipalities and the counties in which they are located, where applicable.
3. Generate 6% sales taxes which support schools that represent the community's future and roads that are critical infrastructure for all identified impacted communities.
4. Establish public and internal educational resources and programs to help eliminate the stigma that marijuana users experience due to 100 year history of class driven and ethnically inappropriate marijuana prohibition laws in America, and internal training materials and an ombudsman program to make employees experts and empower them to act as responsible and effective cannabis citizen ambassadors for cannabis normalization. These will address, among other things:
    a. Healthy living resources, the benefits of Marijuana testing requirements, and the dangers of vaping and substance abuse generally, especially around children or pregnant women without adequate healthcare resources.
    b. The strict legal limitations on lawful use and possession of cannabis such as 70 gram limits outside the home and 12 plant limit at a person's residence, laws

against smoking in public places, and laws against any adult taking money or anything of value for giving another adult up to a 70 gram gift of marijuana.

c. How to use the significant discounts Social Equity identified individuals who own a majority interest in a company, and how to apply for a state marijuana establishment license.
d. Distribute forms and resources to people who seek to have their prior marijuana records expunged but do not know how to take advantage of Michigan's expungement law, and to help users make smart health and legal decisions.
e. Mediation and conflict avoidance education programs and resources.

5. Career advancement, business development assistance, and special training for identified impacted communities like people who were registered as primary Caregivers for at least two years between 2008 and 2017 or are impacted by a past marijuana conviction not involving children.

Impacted Communities: Municipalities

19 communities were selected for Michigan's Social Equity Program, and residents of such cities will be afforded enhanced employment opportunities. The identified impacted communities are as follows:

1. Albion
2. Benton Harbor
3. Detroit
4. East Lansing
5. Ecorse
6. Flint
7. Highland Park
8. Hamtramck
9. Inkster
10. Kalamazoo
11. Mt. Morris
12. Mt. Pleasant
13. Muskegon
14. Muskegon Heights
15. Niles
16. Pontiac
17. River Rouge
18. Saginaw
19. Ypsilanti

Impacted Individuals: Persons with past Marijuana Convictions

Those who have a marijuana-related conviction, except a person with a conviction which involves trafficking marijuana to children, is eligible for employment as restricted by law. Such person experienced undue burdens for past convictions based on conduct that the People of Michigan by voter initiative have twice declared to be legal as of 2008, and again in 2018. Such persons often lose job and social opportunities. They may need job training, PTSD counseling, and a team that welcomes and encourages them and does not judge them for past malum prohibitum criminal convictions, where those convictions do not involve children. The

application process for getting a criminal record sealed from public view in Michigan can be daunting. Impacted people who are eligible can do their own expungement or seek our counsel for assistance with the process. People with one felony or two misdemeanor offenses can apply for expungement five years after they've completed their sentence or probation/parole. Expungement statistically leads to higher earnings and low recidivism rates, which benefits the impacted community, and resources like the included court forms will help people help themselves. (see Attachment 1, Application to Set Aside Conviction). Further, the included documentation on how to take advantage of the discounted application opportunities afforded by the state to impacted individuals from identified communities will positively encourage those impacted persons and communities. (see Attachment 2, Application for Social Equity Program)

Impacted Individuals: Caregiver Growers

Those who were registered as primary Caregivers for at least two years between 2008 and 2017 have been identified as individuals who may be disparately impacted by prohibition laws. Such persons were effectively excluded from participating the industry by the original appointed licensing panel, prior to the executive order which quickly corrected the mistakes of the past. Instead of shunning caregiver growers, the company will be actively seeking individuals with at least two years' experience as caregiver growers and retaining such employees in long term, well-paying jobs that feed their passion for cannabis horticulture by working in the ever-growing cannabis industry. Research and development projects, and interactive training and team building, will help encourage caregiver growers to engage in the industry as respected professionals with bright futures.

Continued Improvement of Policy: Experiential Development

The implementation will be a continually evolving process and will be based on education, training, contracts, bonuses, promotions, and tolerance for past transgressions and a commitment to social justice. This development will take place as companies share ideas and programs to promote social equity and positively impact communities that have been disproportionately impacted by prohibition. Feedback and critical reflection on the policy best practices will be embraced by the entire company, and employee involvement will be the key to improving this policy by engaging in a company attitude of inclusion, and team meetings that focus on exploring ways to better serve the impacted communities and individuals.

Attachment 1:
Application to Set Aside Conviction

Approved, SCAO

Original - Court
1st copy - Defendant
2nd copy - Prosecuting official

3rd copy - Attorney General
4th copy - State Police
5th copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT	APPLICATION TO SET ASIDE CONVICTION	CASE NO.

ORI
MI-

Court address

Court telephone no.

Police Report No.

THE PEOPLE OF

☐ The State of Michigan

☐ _____

_____

v

Defendant's name, address, and telephone no.

CTN/TCN	SID	DOB

Defendant's attorney, bar no., address, and telephone no.

1. On _____ (Date) I was convicted of _____ (Offense). A certified copy of the conviction is attached.

2. I **request** that the court issue an order to set aside the above conviction as provided by law. I consent to use of the nonpublic record created by MCL 780.623 to the extent authorized by MCL 780.623.

3. ☐ No other application has been filed to set aside this conviction. **OR**
☐ An application was previously filed to set aside this conviction on _____ (Date). The application was disposed of as follows: _____.

4. ☐ No other application has been filed to set aside another conviction. **OR**
☐ An application was previously filed in ☐ this court ☐ the _____ Court to set aside a conviction for _____, in addition to the conviction in item 1. The application was disposed of as follows: _____.

5. At least five years have passed since sentence was imposed or discharge from imprisonment, probation, or parole for this conviction, whichever is later.

6. ☐ I have not had any convictions deferred and dismissed. ☐ I have had the following conviction(s) deferred and dismissed:

_____.

7. ☐ There are no other criminal charges pending against me. ☐ There are criminal charges pending against me in the _____ Court, case number _____.

8. I have not been convicted of more than one felony and two misdemeanors as defined in MCL 780.621.

_____
Applicant Signature

Subscribed and sworn to before me on _____ (Date), _____ County, Michigan.

My commission expires: _____ (Date) Signature: _____ (Deputy clerk/Notary public)

Notary public, State of Michigan, County of _____

Application to Set Aside Conviction (6/18) **Case No.** _____

The hearing cannot be held until the court receives the Michigan State Police report required by MCL 780.621(9).

NOTICE OF HEARING

TO: Michigan Attorney General and _____ (Prosecuting official)

A hearing will be held on the above application to set aside conviction on _____ (Date) at _____ (Time)

at _____ (Location) before _____ (Judge) _____ (Bar no.).

PROOF OF SERVICE

I certify that copies of this application, certified record of conviction, and notice of hearing were served on the

☐ prosecuting official on _____ (Date) by first-class mail addressed to the last-known address.

☐ Attorney General on _____ (Date) by first-class mail addressed to the last-known address.

I certify that copies of this application, certified record of conviction, and the fingerprint card, accompanied by the required fee, were served on the Michigan State Police on _____ (Date) by first-class mail addressed to the last-known address.

_____ (Date) _____ (Applicant/Attorney signature)

INSTRUCTIONS:

For additional instructions and an online interview that will help you create forms, go to michiganlegalhelp.org.

1. Determine whether you are eligible to apply to have your conviction set aside according to MCL 780.621. You must complete a separate application for each conviction if you are applying to have more than one conviction set aside.
2. Find out the exact date of conviction and the charge from the court. Get a certified copy of the adjudication and attach it to your application.
3. Swear to the truth of the statements in this application and then sign it in the presence of the court clerk or a notary public.
4. Make four copies of all attachments and this application. Take all copies to the court clerk.
5. Depending on local practice, the clerk of the court may set a hearing date at the time of filing. If a hearing date is set at the time of filing, the clerk of the court will complete the Notice of Hearing.
6. Go to the local law enforcement agency for a fingerprint card and get fingerprinted on the applicant card (RI-8). There may be a fee for fingerprinting. Fill out the card completely.
7. Make out a money order or check to the State of Michigan for the application. The application fee is $50.00. This fee is sent with the application packet to the Michigan State Police for processing.
8. Mail a copy of the application packet, application fee, and the fingerprint card to the Michigan State Police by first-class mail to Michigan State Police, Criminal Justice Information Center - Criminal History, PO Box 30266, Lansing, Michigan 48909.
9. Mail a copy of the application packet to the Attorney General of the State of Michigan by first-class mail to Office of the Attorney General, Criminal Appellate Division, PO Box 30217, Lansing, Michigan 48909.
10. Mail a copy of the application packet to the correct prosecuting official where the conviction occurred (county, city, or township) by first-class mail. See www.michiganprosecutor.org/about-us-menu/prosecutor-directory for the addresses of county prosecutors.
11. On both copies of the application, fill in the Proof of Service on the back of the form. After you fill out and sign the Proof of Service, mail or take one of the remaining application packets with the completed Proof of Service to the court. Keep the other copy of the application packet for your records.

Attachment 2:
Application for Social Equity Program

Social Equity Application

Participant Information

Please provide the following information regarding the individual seeking to participate in the social equity program.

Full Name: _____
First *M.I* *Last* *Suffix*

Mailing Address: _____
Street Address *City* *State* *Zip Code*

Residential Address: _____
Street Address (if different from Mailing Address) *City* *State* *Zip Code*

Phone: _____ Email: _____

Date of Birth: _____

Highest Level of Education Completed

- ☐ High School Diploma/GED
- ☐ Technical/Occupational Certification
- ☐ Some College
- ☐ Associate Degree
- ☐ Bachelor's Degree
- ☐ Master's Degree
- ☐ Doctorate Degree
- ☐ Professional Degree *(i.e.law, medical)*
- ☐ I do not wish to answer

Current Employment Status

- ☐ Temporary/Part Time
- ☐ Full Time
- ☐ Self-Employed
- ☐ Full Time Student
- ☐ Unemployed/Seeking Employment
- ☐ Disabled
- ☐ I do not wish to answer

What is your individual adjusted gross income (AGI) from the previous tax year?

(Do not include income from other members in household)

- ☐ 0 – 9,699
- ☐ 9,700 – 39,474
- ☐ 39,475 – 84,199
- ☐ 84,200 – 160,724
- ☐ 160,725 – 204, 099
- ☐ 204,100 – 510,299
- ☐ 510,300+
- ☐ I do not wish to answer

Please select all that apply:

Have you had a marijuana-related felony conviction? ☐ YES ☐ NO
With the exception of distribution of a controlled substance to a minor

Have you had a marijuana-related misdemeanor conviction? ☐ YES ☐ NO

Were you a registered primary caregiver for at least 2 years between 2008 and 2017? ☐ YES ☐ NO

Have you resided in one or more disproportionately impacted communities for at least 5 cumulative years out of the past 10 years? ☐ YES ☐ NO

If yes, please list the disproportionately impacted communities where you have lived for 5 cumulative years out of the past 10 years: _____

_____

Do you plan to operate within a disproportionately impacted community? ☐ YES ☐ NO

If no, where do you plan to operate? _____

Supporting Documentation

Please attach the following, as applicable.

☐ **Proof of Residency:** Residency documents are required for EACH year of residency. You will need to prove residency for at least 5 cumulative years out of the past 10 years that you have lived in a disproportionately impacted community. Each document should have your name, residential address, and year. Please find examples of what is accepted, but NOT limited to below:

☐ Mortgage Statements ☐ Tax Returns ☐ Insurance Statements
☐ Lease/Rental Agreements ☐ W-2 Forms ☐ College Tuition Statements
☐ Property Tax Documents ☐ Paystubs ☐ Utility Statements

☐ **Proof of Marijuana-Related Conviction:** Copy of judgment of sentence.

☐ **Proof of 2 Years of Caregiver Experience:** Social Equity Program Authorization for Release of MMMP Information with a valid driver's license or State-issued personal identification card with photo.

Questionnaire

Please answer the follow questions:

Would you be interested in receiving assistance completing your Step 1 adult-use application? ☐ YES ☐ NO

What is your largest barrier to entry in the marijuana industry? *Please select all that apply.*

☐ Funding ☐ Location ☐ License Type(s) Not Available ☐ Need Core Business Classes ☐ Need Industry Training ☐ No Issues

☐ Other: _____

If you have any questions regarding the social equity application process, please contact us by phone at **(517) 284-8599** or email at mra-socialequity@michigan.gov.

Mail this application with all supporting documentation to:

Marijuana Regulatory Agency
Social Equity Program
P.O. Box 30205
Lansing, MI 48909

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, located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("**City**"), and Leon Cannabis Centers LLC, a Michigan limited liability company, with offices located at 30903 Northwestern Highway, Suite 240, Farmington Hills, MI 48834 ("**Developer**").

WITNESSETH:

WHEREAS, the Developer owns property located at 624 Hupp Ave, 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 Class B Grower Facility as set forth in PA 281, being the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., which is referred to hereinafter as "**the Project**." The Project is anticipated to consist of a single story repurposed and remodeled manufacturing facility, consisting of approximately 5,460 square feet. The Project redevelopment will include the removal, redesign, re-configuration and installation of the parking lots as depicted in the attached **Exhibit B.** 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 for all building materials and design in connection with the Project; 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 a 5,460 square foot Class B Marijuana Grower Facility. 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 25, 2023. Future operational commitments as set forth in attachment **Exhibit C** shall also be incorporated into the business plan for the development 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 may commence construction upon receipt of a building permit and construction shall be completed no later than January 25, 2023.

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 prior to receipt of the certification of occupancy.

   c. DEVELOPMENT SIZE and INVESTMENT. The Developer will repurpose and remodel an existing 5,460 square foot manufacturing facility to operate a Class B Marijuana Grow Facility 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.

ii. "**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.

iii. 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, install all Project improvements and provide any applicable easements to complete the improvements as per the attached **Exhibit B**;

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;

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 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 in such instances 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:	Leon Cannabis Centers LLC 30903 Northwestern Highway Suite 240 Farmington Hills, MI 48334 Attn: Michael A. Komorn

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 in 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. 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 _____ day of _____, 2022.

THE CITY OF JACKSON, a Michigan municipal corporation

By: _____
Jonathan Greene
Its: City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, 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 _____

[SIGNATURES CONTINUE ON NEXT PAGE]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

LEON CANNABIS CETNERS LLC

By:_____
Printed name: Michael A. Komorn
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2022, by _____, the _____ of Leon Cannabis Centers LLC, a Michigan limited liability company, on behalf of said entity.

_____
_____, Notary Public
_____ County, Michigan
My commission expires _____

EXHIBIT A – LEGAL DESCRIPTIONS

624 Hupp Ave, Jackson, Michigan

Property in the City of Jackson, County of Jackson and State of Michigan legally described as:
LOTS 19, 20 & N 20 FT OF LOT 21 BLK 58 & A STRIP OF LAND 120 FT NLY & SLY ADJ SD LOTS ON W & EXTENDING TO THREAD OF GRAND RIVER ELM GROVE AMENDED ADD

[**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**]

EXHIBIT B – SITE AND CONSTRUCTION PLANS

All work must be perfomed in accordance with the approved Building and Site plans

Site plans submitted and stamped 4-7-2021
Building Plans submitted and stamped 4-7-2021

EXHIBIT C – OPERATIONAL COMMITMENTS

Developer must comply with the Equity Plan that was submitted with the Marijuana License application

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 25, 2022

SUBJECT: **Installation of New Streetlights**

Recommendation:

> **Authorize the installation of approximately 25 streetlights for an estimated one-time cost of $2,500.00 and an annual operating cost of $2,920.00 and authorize the City Engineer to coordinate with Consumers Energy for the preparation an Authorization for Change in Standard Lighting Contract document and associated resolution for future City Council approval.**

Attached is a report from Jon Dowling, City Engineer regarding the addition of new streetlights.

I recommend approval for the new streetlights. 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 25, 2022

RECOMMENDATION: **Authorize the installation of approximately 25 streetlights for an estimated one-time cost of $2,500.00 and an annual operating cost of $2,920.00 and authorize the City Engineer to coordinate with Consumers Energy for the preparation an Authorization for Change in Standard Lighting Contract document and associated resolution for future City Council approval.**

SUMMARY

Engineering has received a request to install 25 new streetlights at various locations throughout the portion of the City bound by Carlton Boulevard to the north, First Street to the east, Ella Sharp Park to the south and the City Limits to the west.

BUDGETARY CONSIDERATIONS

The estimated installation charge for the new streetlights is $2,500.00. The estimated cost to operate and maintain the proposed lights is $2,920.00 per year. These costs will be paid using monies from the General Fund.

HISTORY, BACKGROUND and DISCUSSION

With exceptions, streetlights outside the downtown Central Commercial District are installed and operated by Consumers Energy at the direction of the expense to the City of Jackson. To initiate the installation of new streetlights, City of Jackson Engineering makes a written request to Consumers Energy. Consumers Energy, in turn, prepares plans and determines the costs for the installations. Consumers Energy then draws up an Authorization for Change in Standard Lighting Contract document and associated resolution for approval by City Council and requests payment for the installations.

DISCUSSION OF THE ISSUE

New streetlights have be requested on the following streets: Aurora Drive, Colfax Street, Elmwood Avenue, Essex Lane, First Street, Fourth Street, Gettysburg Avenue, Glen Drive, Glenwood Avenue, Heyser Street, Higby Street, High Street, Loeser Street, McNeal Street, Morrell Street, Mound Avenue, Oakdale Avenue, Park Road, Parkwood Way, Sulgrave Avenue, Third Street, Union Street and Wildwood Lane.

Engineering, in coordination with Consumers Energy, will review the requested locations to confirm that the infrastructure is in place to support the requested streetlights. For those locations that are supported by utility poles and power lines, plans will be prepared and an Authorization for Change in Standard Lighting Contract document and associated resolution will be brought to City Council for approval. Once the Authorization document and resolution are approved by City Council and payment received, Consumers Energy will install the requested streetlights.

POSITIONS

I request approval of the authorization to install approximately 25 streetlights and authorize the City Engineer to coordinate with Consumers Energy to prepare an Authorization for Change in Standard Lighting Contract for streetlights.