JACKSON
Founded 1829

# AGENDA - CITY COUNCIL

Tuesday, July 16, 2024

6:30 PM

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE.**

   A. Invocation to be given by First Ward Councilmember Arlene Robinson

3. **ROLL CALL.**

4. **ADOPTION OF AGENDA.**

5. **PRESENTATIONS/PROCLAMATIONS.**

6. **PUBLIC HEARINGS.**

7. **CITIZEN COMMENTS.**

   (3-Minute Limit)

8. **PETITIONS & COMMUNICATIONS FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES.**

9. **CONSENT CALENDAR.**

   Consent Action

   A. Minutes of the June 11, 2024 regular meeting of the Jackson City Council

   B. Jackson Civil War Society

   *Consider a resolution recognizing the Jackson Civil War Society as a non-profit organization for the purpose of obtaining a charitable gaming license*

   C. City of Jackson, Michigan Financial Statements as of and for the Eleven

Months Ended May 31, 2024

D. Traffic Control Order 2398 - Autistic Child Signs – Griswold, Mound to Fourth.

*Approval of Traffic Control Order 2398 to install "Autistic Child Area" signs on Griswold Street, between Mound Avenue and Fourth Street.*

E. Traffic Control Order 2399 - Deaf Child Signs – McNeal – Third to Greenwood.

*Approval of Traffic Control Order 2399 to install "Deaf Child Area" signs on McNeal Street, between Third Street and Greenwood Avenue.*

F. Special Event Application: Fall Fest & Chili Classic

*Approve a request from the McKibbin Media Group to host the Fall Fest & Chili Classic on September 28, 2024, in downtown Jackson.*

G. Special Event Application: Ogma Anniversary 2024

*Approve a request from Ogma Brewery to host the Ogma Anniversary 2024 on October 12, 2024, in downtown Jackson.*

H. Special Event Application: Jackson Reunion 2024

*Approve a request from Southside Reunion to host the Jackson Reunion 2024 on August 10, 2024, at the MLK Park in downtown Jackson.*

I. Special Event Application: Fire in the City

*Approve a request from the Found Church of the Nazarene to host the Fire in the City on September 27, 2024, in downtown Jackson.*

J. Special Event Application: Paint the Trail Pink 5k

*Approve a request from the Mission of Hope Cancer Fund to host the Paint the Trail Pink 5k on October 12, 2024, on the MLK Equality Trail.*

**10. OTHER BUSINESS.**

A. Amendment to Section 22-8 Special Assessments - Final Reading/Adoption

*Approve the second reading/final adoption of Ordinance No. 2024-05 amending Chapter 22, Section 22-8 to differentiate the confirmation requirements for local city streets and major street systems.*

**11. NEW BUSINESS.**

A. Adoption of Water System Revenue Bond Ordinance

*Adoption of Water System Revenue Bond Ordinance*

B. Approve a Resolution for the Grant Agreement with the Michigan Department of Environment, Great Lakes and Energy

*Approval of a resolution to enter into the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the American Rescue Plan - State Revolving Fund and authorize the Director of Public Works and City Clerk to execute the appropriate documents.*

C. Adopt a Resolution of Tentative Award of Contract for Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacement.

*Adopt a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacement to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of $4,599,515.62, and authorization for the City Clerk to execute the appropriate document(s).*

D. Transportation Asset Management Plan.

*Accept the Transportation Asset Management Plan.*

E. Change Order 1 to the Parking Lot 21 Improvements contract with Leavitt & Starck, Inc.

*Approve Change Order 1 to the Parking Lot 21 Improvements contract with Leavitt & Starck Excavating, Inc. in the increased amount of $18,256.55 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

F. Easement to Consumers Energy for Electric Service to Blackstone Apartments.

*Approval of an easement for electric facilities to Consumers Energy to service the Blackstone Apartments and authorization for the Mayor to sign the easement.*

G. CWSRF Chage Order No. 6. Allied Contract

*Approve Change Order No. 6 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $59,039 and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

H. 2024-2028 Labor Agreement between the City of Jackson and the International Association of Fire Fighters Local 1306 (IAFF)

*Approve the 2024-2028 Labor Agreement between the City of Jackson and the International Association of Fire Fighters Local 1306 (IAFF)*

I. Approve the Development Agreements for HOME-ARP Affordable Rental Construction

*Approve the Development Agreements for the Welcome Home Organization and Kings Community Homes for the construction of affordable rental housing as part of the HOME-ARP grant program; authorize the City Manager and City Attorney to make minor modifications as needed; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.*

J. Designation of City of Jackson Official Representative for the Michigan Municipal League Annual Meeting

*Per the request of the Michigan Municipal League, pursuant to the provisions of the League Bylaws, designate an official as the official representative to cast the vote of the municipality at the Annual Meeting.*

K. Phase Three Marihuana License - Five Point Farms

*Approve a Phase Three Marihuana Facility License for Five Point Farms, as recommended by the Marihuana Licensing Review Committee, for operations at 744 E South Street contingent upon receipt of property taxes due July 31, 2024.*

L. Consideration of the addendums to the employment agreements between the City of Jackson and Jonathan Greene, City Manager and Matthew Hagerty, City Attorney

*Approve of the addendums to the employment agreements between the City of Jackson and Jonathan Greene, City Manager and Matthew Hagerty, City Attorney*

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

**13. ADJOURNMENT.**

# CITY COUNCIL MEETING MINUTES

June 11, 2024

**CALL TO ORDER:**

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

**PLEDGE OF ALLEGIANCE AND INVOCATION:**

Council joined in the Pledge of Allegiance. Invocation was given by Mayor Mahoney.

**ROLL CALL**:

Present: Mayor Daniel Mahoney, First Ward Councilmember Arlene Robinson, Vice Mayor/Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Conner Wood, Fifth Ward Councilmember Shalanda Hunt, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

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

**ADOPTION OF AGENDA**:

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

**PRESENTATIONS/PROCLAMATIONS**:

**A.** 100 Homes Program Update

City of Jackson Grant Administrator Cory Mays provided Council with an update on the 100 Homes Program.

**B.** T. A. Wilson Update

Tasha Carter of Residents in Action provided Council with an update on the purchase of T. A. Wilson.

**PUBLIC HEARINGS:** none.

**CITIZEN COMMENTS:**

Citizen comments were heard and the meeting continued.

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to take a 10 minute recess. Vote was done by voice with all in favor. Mayor Mahoney recessed the meeting at 8:07 p.m.

Motion was made by Councilmember Hunt, seconded by Councilmember Forgrave to reconvene. Vote was done by voice with all in favor. Mayor Mahoney reconvened the meeting at 8:19 p.m.

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

**CONSENT CALENDAR:**

**A. Minutes of the May 28, 2024 Jackson City Council Regular Meeting**
*Approve the minutes of the May 28, 2024 regular meeting of the Jackson City Council*

**B. City of Jackson, Michigan Financial Statements as of and for the Ten Months Ended April 30, 2024**

**C. CDBG, Home, & CV Financial Summaries for April 2024**

**D. Approve Traffic Control Order 2397 to install a stop sign on Williams Street at the intersection with Douglas Street.**
*Approval of Traffic Control Order 2397 to install a stop sign on Williams Street at the intersection with Douglas Street.*

**E. Approve a Resolution for Change to the Standard Lighting Contract with Consumers Energy**

*Approve a Resolution for Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Greenwood Avenue and W. High Street and authorize the Mayor and City Clerk to execute the appropriate documents.*

**F. Special Event Application: National Night Community Event**

*Approve a request from the City of Jackson Police Department to host their National Night Community Event on August 7, 2024 at Martin Luther King Recreational Center in the City of Jackson.*

**G. Special Event Application: Backyard BBQ 2024**

*Approve a request from the Grand River Brewery to host the Backyard BBQ on July 26 & 27, 2024 at the Grand River Pavilion and Parking lot number 5 downtown Jackson.*

**H. Special Event Application: Flat Iron Event 2024**

*Approve a request from The Welcome Home Organization to hold the Flat Iron Event on July 13, 2024, downtown Jackson.*

**I. Special Event Application: Flag Day 2024**

*Approve a request from the 1st Michigan Infantry Company B to hold Flag Day, at Withington Park on June 14, 2024, downtown Jackson.*

**J. Special Event Application: Ganson Street Baptist Church Kid's Club**

*Approve a request from the Ganson Street Baptist Church to hold a Kid's Club at Lot at 1012 1st Street, June 24-28, 2024, downtown Jackson.*

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

## OTHER BUSINESS:

**A. Ordinance No.517 - Non-Union Wage**

*Approve second reading and final adoption of Ordinance No. 517 regulating wages for non-union City of Jackson employees*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve the second reading and final adoption of Ordinance No. 517 regulating wages for non-union City of Jackson employees. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**B. Ordinance No. 2024-04**

*Approve second reading and final adoption of Ordinance No. 2024-04 regulating loitering and accosting of persons within the City of Jackson.*

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to approve the second reading and final adoption of Ordinance No. 2024-04 regulating loitering and accosting of persons within the City of Jackson. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**NEW BUSINESS:**

**A. Amendment to Sec 22-8 Special Assessments**

**Recommendation:** *Approve the amendment to Section 22-8.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve the amendment to Section 22-8. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, and Forgrave (5). Nays: Councilmembers Gunn and Hunt (2). Motion carried.

**B. Fiscal Year 2023/24 Budget Amendment Resolution**

**Recommendation:** *Approve the resolution to amend the fiscal year 2023/24 General Fund, Project Safe Neighborhood Safe Neighborhood Fund, and Recreation Millage Fund budgets.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the resolution to amend the fiscal year 2023/24 General Fund, Project Safe Neighborhood Fund, and Recreation Millage Fund budgets. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**C. Amendment 1 to the 60" Interceptor Cleaning and Television Engineering Contract**

**Recommendation:** *Approve Amendment 1 to the 60-inch Interceptor Cleaning and Televising Engineering contract with Fishbeck of Lansing, Michigan at a not-to-exceed cost of $5,000.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.*

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to approve Amendment 1 to the 60-inch Interceptor Cleaning and Televising Engineering contract with Fishbeck of Lansing, Michigan at a not-to-exceed cost of $5,000.00 and authorization for the City Manager and City Engineer to execute the appropriate documents. Vote – Yeas:

Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**D. USDOT/MDOT Street Reconstruction Agreement Resolution**

**Recommendation:** *Approve a resolution to enter into an agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for street reconstruction on Martin Luther King Jr Drive from South Street to Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve a resolution to enter into an agreement with the United States Department of Transportation and the Michigan Department of Transportation for street reconstruction on Martin Luther King Jr Drive from South Street to Morrell Street and authorize the Mayor and City Clerk to execute the appropriate documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**E. Change Order 2 to the MLK Equality Trail**

**Recommendation:** *Approve Change Order 2 to the MLK Equality Trail, West to Prospect contract with Dunigan Brothers, Inc. in the increased amount of $722.70 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to Approve Change Order 2 to the MLK Equality Trail contract, West to Prospect Street, with Dunigan Brothers, Inc. in the increased amount of $722.70 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**F. Third Party Agreement with Consumers Energy Acknowledgement**

**Recommendation:** *Approve acknowledgment of a third party agreement with Consumers Energy to allow Jackson County's Mike Levine Lakelands Trail Extension easement to cross the City's sanitary sewer easement and authorize the City Manager and City Clerk to execute the appropriate document.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve acknowledgment of a third party agreement with Consumers Energy to allow Jackson County's Mike Levine Lakelands Trail Extension

easement to cross the City's sanitary sewer easement and authorize the City Manager and City Clerk to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**G. 2024-25 Insurance Renewal**

**Recommendation:** *Approve the Renewal of the City of Jackson's Liability and Property Insurance through the Michigan Municipal League's Liability & Property Pool in the Amount of $699,294.00, and Authorize the City Attorney and Finance Director to Take Any Actions Necessary to Effectuate the Policy.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the Renewal of the City of Jackson's Liability and Property Insurance through the Michigan Municipal League's Liability & Property Pool in the amount of $699,294.00. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**H. 100 Homes Program Guidelines Update**

**Recommendation:** *Approve updated program guidelines for the City of Jackson 100 Homes Program.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve updated program guidelines for the City of Jackson 100 Homes Project. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**I. HOME-ARP Affordable Rental Construction**

**Recommendation:** *Approve proposals from the Welcome Home Organization and Kings Community Homes for the construction of affordable rental housing as part of the HOME-ARP grant program, with each organization to be awarded funds to construct two (2) homes with finalized development and grant agreements to be presented at a future date.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve proposals for HOME-ARP Affordable Rental Construction. *Councilmember Hunt informed the body that she would be abstaining from the vote due to her having a family member on the board of the Interfaith Shelter who is in partnership with the WHO organization.* Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Forgrave (6). Nays: none. Abstention: Hunt. Motion carried.

**J. Phase Three Marihuana Facilities License - Lettuce 01, LLC**
**Recommendation:** *Approve a marihuana facilities license for Lettuce 01, LLC to operate a retail establishment, contingent upon the receipt of the final license from the State of Michigan and installation and completion of final landscaping on the site plan as approved by the Chief Building Official, as recommended by the Marihuana Licensing Review Committee.*

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve a marihuana facilities license for Lettuce 01, LLC to operate a retail establishment, contingent upon the receipt of the final license from the State of Michigan and installation and completion of final landscaping on the site plan as approved by the Chief Building Official, as recommended by the Marihuana Licensing Review Committee. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: Vice Mayor Dancy (1). Motion carried.

**K. Amendments to the Personnel Policy**
**Recommendation:** *Approve modifications to the Personnel Policy in the areas of employee policy, job classifications, compensation & performance evaluations, vacation, rules of conduct, insurance & employee wellness, retiree health insurance eligibility, and employee pension provisions.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the amendment to the Personnel Policy as recommended by the City Manager. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**L. Downtown Development Authority Budget, Fiscal Year 2024-2025**
**Recommendation:** *Approve the Jackson Downtown Development Authority budget for the fiscal year 2024-2025.*

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the Jackson Downtown Development Authority budget for the fiscal year 2024-2025. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

**M. DDA District Millage**

**Recommendation:** *Approve a resolution authorizing the levy of a millage in the amount of 1.9996 mills on parcels in the DDA District for the fiscal year 2024-25.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve a resolution authorizing the levy of a millage in the amount of 1.9996 mills on parcels in the DDA District for the fiscal year 2024-25. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

## CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Dancy, and Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave all offered comments. City Manager Jonathan Greene offered comments as well.

## ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Wood. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 9:31 p.m.

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Jackson Civil War Society

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**Recommendation:**

Consider a resolution recognizing the Jackson Civil War Society as a non-profit organization for the purpose of obtaining a charitable gaming license

Charitable Gaming Division
101 E. Hillsdale, Box 30023
Lansing, Michigan 48909
(517) 335-5780
www.michigan.gov/cg

For Internal Use Only

# QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

## 1. ORGANIZATION INFORMATION

| | | | |
|---|---|---|---|
| Organization Name: Jackson Civil War Society | | | |
| Organization Physical Street Address: 3771 Hitching Post | | | |
| City: Jackson | State: MI | Zip Code: 49201 | County: Jackson |
| Organization Mailing Address: 705 S West Ave ☐ *Same as Physical Address* | | | |
| City: Jackson | State: MI | Zip Code: 49203 | County: Jackson |
| Organization Telephone Number: 517 740 1168 | | | |

## 2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.

The Society's mission is to provide educational programming, primarily through the Jackson Civil War Muster, to bring greater awareness of the relevancy of the events of the Civil War; its causes, course, and consequences.

## 3. LICENSE APPLICATION

Enclosed is a completed application and fee for a ☐ Bingo ☒ Raffle ☐ Charity Game Ticket license
Make checks payable to STATE OF MICHIGAN.

## 4. AUTHORIZED CONTACT PERSON

| | | | |
|---|---|---|---|
| First Name: Maurice | Last Name: Imhoff | | Position/Role with Organization: President |
| Mailing Address: 705 S West Ave | | | City: Jackson |
| State: MI | Zip Code: 49203 | Telephone Number (Day): 517 740 1168 | Telephone Number (Evening): 517 740 1168 |

By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.

| | |
|---|---|
| Authorized Contact Person Signature | Date: May 22, 2024 |
| Print Authorized Contact Name and Title | |

## 5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.

Authority: Act 382 of the Public Acts of 1972, as amended.

BSL-CG-2236(10/17)

Charitable Gaming Division
101 E. Hillsdale, Box 30023
Lansing, Michigan 48909
(517) 335-5780
www.michigan.gov/cg

# LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) OR copies of one bank statement per year for the previous five years, excluding the current year.
4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert to the benefit of the local government or another nonprofit organization.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

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

BSL-CG-1453(2/20)

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

# 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
COUNTY NAME

nonprofit 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: | _____ |

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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

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)




# City of Jackson, Michigan
# Financial Statements

**As of and for the Eleven Months Ended May 31, 2024**

***Unaudited***

# City of Jackson, Michigan
## General Fund Expenditure Summary
## As of and for the Eleven Months Ended May 31, 2024
**( Prepared on the Adopted Budget-Basis )**

***Unaudited***

| Function | Department | 2023/24 Budget Original | 2023/24 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Spent | Variance - Favorable (Unfavorable) | |
|---|---|---|---|---|---|---|---|---|
| ***General Government :*** | | | | | | | | |
| 101-101 | City Council | 121,656 | 116,861 | 8,063 | 86,388 | 73.92% | 30,473 | |
| 101-103 | Charter Review Committee | 2,500 | 2,500 | - | - | 0.00% | 2,500 | |
| 101-172 | City Manager | 506,926 | 548,582 | 50,324 | 491,604 | 89.61% | 56,978 | |
| 101-191 | Finance | 555,688 | 943,691 | 64,544 | 598,159 | 63.39% | 345,532 | |
| 101-215 | City Clerk | 344,251 | 341,841 | 38,208 | 306,952 | 89.79% | 34,889 | |
| 101-228 | Management Info. Services | 436,693 | 442,442 | 14,593 | 354,577 | 80.14% | 87,865 | |
| 101-233 | Purchasing | 133,042 | 175,252 | 63,599 | 162,484 | 92.71% | 12,768 | |
| 101-253 | City Treasurer | 412,661 | 412,663 | 47,792 | 378,029 | 91.61% | 34,634 | |
| 101-254 | City Income Tax | 242,395 | 256,647 | 25,932 | 197,505 | 76.96% | 59,142 | |
| 101-257 | City Assessor | 501,053 | 503,543 | 49,929 | 436,926 | 86.77% | 66,617 | |
| 101-262 | City Clerk-Elections | 206,354 | 200,616 | 3,864 | 164,376 | 81.94% | 36,240 | |
| 101-265 | City Hall & Grounds | 684,161 | 618,874 | 35,780 | 362,285 | 58.54% | 256,589 | |
| 101-266 | City Attorney | 761,346 | 802,231 | 84,760 | 705,305 | 87.92% | 96,926 | |
| 101-270 | Personnel | 590,561 | 663,311 | 36,790 | 376,848 | 56.81% | 286,463 | |
| 101-278 | Unallocated | 812,434 | 846,000 | 50,750 | 669,301 | 79.11% | 176,699 | |
| | | **6,311,721** | **6,875,054** | **574,928** | **5,290,739** | **76.96%** | **1,584,315** | |
| ***Judicial:*** | | | | | | | | |
| 101-299 | Admin. Hearings Bureau | 190,318 | 173,876 | 13,612 | 142,696 | 82.07% | 31,180 | |
| | | **190,318** | **173,876** | **13,612** | **142,696** | **82.07%** | **31,180** | |
| ***Public Safety:*** | | | | | | | | |
| 101-301 | Police | 11,682,501 | 11,379,549 | 1,115,544 | 9,865,325 | 86.69% | 1,514,224 | |
| 101-311 | OSHP Grant | 4,642 | 1,722 | 0 | 3,007 | 174.62% | (1,285) | ***Note 2*** |
| 101-320 | Consortium Training | 12,500 | 55,200 | 7,853 | 49,314 | 89.34% | 5,886 | |
| 101-321 | In Service Training | 5,000 | 15,841 | - | 10,146 | 64.05% | 5,695 | |
| 101-340 | Fire Suppression | 6,003,612 | 6,937,422 | 698,026 | 6,253,196 | 90.14% | 684,226 | |
| 101-350 | Public Safety - Unallocated | 2,094,302 | 2,066,694 | 141,464 | 1,844,981 | 89.27% | 221,713 | |
| | | **19,802,557** | **20,456,428** | **1,962,887** | **18,025,969** | **88.12%** | **2,430,459** | |
| ***Public Works :*** | | | | | | | | |
| 101-442 | Forestry | 824,212 | 833,679 | 44,241 | 644,567 | 77.32% | 189,112 | |
| 101-444 | Sidewalk Construction | 151,456 | 149,286 | - | 28,506 | 19.09% | 120,780 | |
| 101-445 | Drains at Large | 107,133 | 105,350 | - | 29,462 | 27.97% | 75,888 | |
| 101-450 | Street Lighting | 615,248 | 614,227 | 94,476 | 520,932 | 84.81% | 93,295 | |
| 101-455 | Weed Control | 96,269 | 102,620 | 4,122 | 46,418 | 45.23% | 56,202 | |
| 101-465 | Grounds Maintenance | 488,287 | 479,280 | 6,645 | 354,612 | 73.99% | 124,668 | |
| 101-567 | Cemeteries | 374,516 | 456,631 | 50,035 | 345,142 | 75.58% | 111,489 | |
| 101-571 | Tax Property Maintenance | 216,716 | 210,412 | 1,109 | 100,541 | 47.78% | 109,871 | |
| 101-572 | Civic Affairs | 121,229 | 148,921 | 28,058 | 90,382 | 60.69% | 58,539 | |
| | | **2,995,066** | **3,100,406** | **228,686** | **2,160,562** | **69.69%** | **939,844** | |
| ***Community & Economic Development:*** | | | | | | | | |
| 101-701 | Planning | 252,305 | 252,376 | 25,847 | 213,634 | 84.65% | 38,742 | |
| 101-728 | Economic Development | 147,400 | 170,500 | 18,944 | 105,451 | 61.85% | 65,049 | |
| | | **399,705** | **422,876** | **44,791** | **319,085** | **75.46%** | **103,791** | |

# City of Jackson, Michigan
## General Fund Expenditure Summary
## As of and for the Eleven Months Ended May 31, 2024
**( Prepared on the Adopted Budget-Basis )**

- Continued -

| Function | Department | 2023/24 Budget Original | 2023/24 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Spent | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|---|---|---|
| ***Recreation & Culture :*** | | | | | | | |
| 101-752 | Parks, Rec. & Grnds. Admin. | 321,986 | 361,152 | 44,142 | 312,961 | 86.66% | 48,191 |
| 101-758 | Lt. Nixon Memorial Pool | 137,729 | 279,775 | 1,659 | 175,913 | 62.88% | 103,862 |
| 101-771 | Parks & Facilities Maintenance | 910,352 | 1,577,295 | 97,992 | 833,836 | 52.86% | 743,459 |
| 101-803 | Historical District | 14,440 | 15,991 | 1,486 | 11,985 | 74.95% | 4,006 |
| 101-806 | Diversity, Equity & Inclusion | 452,638 | 380,903 | 31,789 | 280,068 | 73.53% | 100,835 |
| | | **1,837,145** | **2,615,116** | **177,068** | **1,614,763** | **61.75%** | **1,000,353** |
| ***Contributions to Other Funds:*** | | | | | | | |
| 101-965 | Contributions to Other Funds | **932,133** | **1,606,893** | **-** | **302,465** | **18.82%** | **1,304,428** |
| | **Total General Fund Expenditures** | **32,468,645** | **35,250,649** | **3,001,972** | **27,856,279** | **79.02%** | **7,394,370** |
| ***Funds consolidated with the General Fund for financial reporting purposes:*** | | | | | | | |
| **102** | **Budget Stabilization** | **20,000** | **40,000** | **-** | **-** | **0.00%** | **40,000** |
| ***Permanent Funds :*** | | | | | | | |
| 151 | Cemetery Perpetual Maint. | 6,000 | 50,000 | - | - | 0.00% | 50,000 |
| 155 | Ella W. Sharp Endowment | 30,850 | 30,850 | - | - | 0.00% | 30,850 |
| 160 | Lloyd E. Mount Endowment | 5,600 | 7,100 | - | - | 0.00% | 7,100 |
| ***Special Revenue Funds :*** | | | | | | | |
| 202 | Major Street | 19,849,761 | 24,861,458 | 1,191,855 | 7,543,778 | 30.34% | 17,317,680 |
| 203 | Local Street | 4,162,881 | 1,816,726 | 223,713 | 834,372 | 45.93% | 982,354 |
| 208 | Ella W. Sharp Park Operating | 984,832 | 1,053,222 | 121,788 | 846,691 | 80.39% | 206,531 |
| 213 | Opioid Settlement Fund | 118,175 | 89,000 | - | 89,000 | 100.00% | 0 |
| 218 | Affordable Housing | 3,519,760 | 1,366,531 | 76,019 | 842,311 | 61.64% | 524,220 |
| 245 | Public Improvement | 1,511,115 | 1,416,949 | 208,894 | 436,723 | 30.82% | 980,226 |
| 246 | Cortland St. Redev. Project | 23,527 | 2,032,500 | 1,796 | 591,884 | 29.12% | 1,440,616 |
| 249 | Building Department | 638,850 | 646,691 | 78,871 | 549,000 | 84.89% | 97,691 |
| 251 | Housing Code Enforcement | 1,290,495 | 1,232,751 | 128,265 | 942,682 | 76.47% | 290,069 |
| 252 | Building Demolitions | 1,000 | 441,667 | 20,325 | 159,154 | 36.03% | 282,513 |
| 265 | Drug Law Enforcement | 16,338 | 16,376 | 52 | 14,600 | 89.15% | 1,776 |
| 272 | SAFER Grant | 525,581 | 533,965 | 37,376 | 405,608 | 75.96% | 128,357 |
| 273 | Project Safe Neighborhoods | 234,542 | 61,782 | 28,005 | 98,514 | 159.45% | (36,732) |
| 275 | Byrne/JAG Programs | 25,000 | 53,822 | (626) | 23,202 | 43.11% | 30,620 |
| 279 | American Rescue Plan Act | 75,000 | 75,000 | - | 12,555 | 16.74% | 62,445 |
| 285 | Brownfield EPA Assessment Grant | 0 | 400,000 | - | 187,769 | 46.94% | 212,231 |
| 296 | Recreation Activity | 266,824 | 277,824 | 20,063 | 248,619 | 89.49% | 29,205 |
| 297 | Recreation Millage Program | 623,067 | 730,848 | 71,576 | 668,289 | 91.44% | 62,559 |
| ***Debt Service Funds :*** | | | | | | | |
| 308 | 2020 Capital Improvement D/S | 223,788 | 223,788 | 208,894 | 223,788 | 100.00% | 0 |
| 352 | 2017 Mich. Trans. Fund D/S | 762,068 | 762,068 | 696,034 | 762,068 | 100.00% | 0 |
| 367 | 2021 City Hall Refunding D/S | 739,720 | 739,720 | - | 739,720 | 100.00% | 0 |
| 385 | 2016 Capital Improvement D/S | 145,569 | 145,569 | - | 145,569 | 100.00% | 0 |

# City of Jackson
## All Other Funds - Expenditure Summary
## As of and for the Eleven Months Ended May 31, 2024
**( Prepared on the Adopted Budget-Basis )**

- Continued -

| Fund Type/Fund Name | | 2023/24 Budget Original | 2023/24 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Spent | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|---|---|---|
| ***Debt Service Funds (continued) :*** | | | | | | | |
| 386 | 2018 Capital Improvement D/S | 1,418,750 | 1,419,000 | 1,146,625 | 1,418,250 | 99.95% | 750 |
| 389 | 2017 BRA TIF Refunding D/S | 420,144 | 420,144 | 315,072 | 420,144 | 100.00% | 0 |
| 391 | 2021 BRA TIF Refunding D/S | 791,839 | 791,839 | 765,919 | 791,838 | 100.00% | 1 |
| 394 | 2001 DDA TIF D/S | 2,881,749 | 2,881,824 | 2,880,998 | 2,881,823 | 100.00% | 1 |
| 395 | 2019 DDA TIF Refunding D/S | 208,365 | 208,365 | 124,183 | 208,365 | 100.00% | 0 |
| ***Capital Projects Funds :*** | | | | | | | |
| 401 | Capital Projects | 1,113,031 | 1,314,806 | 17,881 | 818,362 | 62.24% | 496,444 |
| 402 | Water Equip. and Replacemt. | 7,099,234 | 6,205,997 | 426,135 | 3,063,779 | 49.37% | 3,142,218 |
| 403 | Lead Service Line Replacement | 2,082,538 | 1,404,151 | 90,737 | 662,599 | 47.19% | 741,552 |
| 404 | Sanitary Sewer Maint. | 663,044 | 606,097 | 32,933 | 263,935 | 43.55% | 342,162 |
| 405 | Sanitary Sewer Replacement | 2,985,140 | 2,467,571 | 247,784 | 568,985 | 23.06% | 1,898,586 |
| 406 | Wastewater Equip. Replacemt. | 6,228,293 | 10,684,904 | 998,834 | 5,454,706 | 51.05% | 5,230,198 |
| 407 | 2022 Sewer Sys. Project Const. | 5,697,802 | 7,480,902 | 121,232 | 4,417,721 | 59.05% | 3,063,181 |
| 409 | 2022 Water Sys. Project Const. | 16,342,000 | 6,471,846 | 207,931 | 1,084,673 | 16.76% | 5,387,173 |
| 426 | 2024 MI Trans. Bonds Const. Fund | 2,196,096 | 1,873,978 | - | - | 0.00% | 1,873,978 |
| 488 | MLK Corridor Improvemt. Authority | 4,507,925 | 1,058,000 | 51,030 | 512,297 | 48.42% | 545,703 |
| 489 | Brownfield Redevelopmt. Auth. | 1,804,230 | 1,714,753 | 1,098,217 | 1,360,732 | 79.35% | 354,021 |
| 494 | DDA Project | 3,090,114 | 3,090,189 | 3,005,181 | 3,090,188 | 100.00% | 1 |
| ***Enterprise Funds :*** | | | | | | | |
| 514 | Auto Parking System | 283,433 | 270,468 | - | 107,652 | 39.80% | 162,816 |
| 518 | Parking Assessment | 314,981 | 535,312 | 20,184 | 244,830 | 45.74% | 290,482 |
| 519 | Cooper/Francis Parking Deck | 283,957 | 282,951 | 2,785 | 48,547 | 17.16% | 234,404 |
| 590 | Sewer | 16,320,273 | 18,838,776 | 1,740,343 | 11,877,306 | 63.05% | 6,961,470 |
| 591 | Water | 34,209,037 | 23,850,787 | 1,883,494 | 12,731,220 | 53.38% | 11,119,567 |
| ***Internal Service Funds :*** | | | | | | | |
| 641 | Public Works Administration | 472,518 | 494,417 | 34,941 | 324,229 | 65.58% | 170,188 |
| 642 | Engineering Administration | 339,842 | 353,075 | 17,329 | 285,831 | 80.95% | 67,244 |
| 643 | Local Site Remed. Revolving | 20,000 | 20,000 | - | - | 0.00% | 20,000 |
| 661 | Motor Pool and Garage | 1,606,109 | 2,336,775 | 88,035 | 1,795,841 | 76.85% | 540,934 |
| 676 | Workers' Compensation | 220,350 | 280,075 | 2,449 | 183,172 | 65.40% | 96,903 |
| 677 | Self-Insured Health Care | 5,474,627 | 5,891,817 | 555,564 | 5,321,580 | 90.32% | 570,237 |
| ***Trust & Agency Funds :*** | | | | | | | |
| 703 | County & School Tax Collection | 28,400,000 | 28,570,000 | - | - | 0.00% | 28,570,000 |
| 731 | Employees' Retirement System | 4,160,000 | 4,225,000 | 550,166 | 4,154,588 | 98.33% | 70,412 |
| 732 | Policemen's/Firemen's Pension | 523,000 | 425,000 | 35,127 | 382,045 | 89.89% | 42,955 |
| 734 | Police./Fire. Pension-345 | 6,440,000 | 6,240,000 | 506,975 | 5,394,463 | 86.45% | 845,537 |
| 736 | Public Employee Health Care | 29,000 | 15,000 | - | 7,912 | 52.75% | 7,088 |
| ***Special Assessment Funds :*** | | | | | | | |
| 852 | 2020 Special Assessment D/S | 161,190 | 161,190 | - | 161,160 | 99.98% | 30 |
| 895 | Special Assessment | 2,116,337 | 1,437,691 | 173,864 | 1,413,804 | 98.34% | 23,887 |

# City of Jackson
## All Funds - Revenue Summary
## As of and for the Eleven Months Ended May 31, 2024
**( Prepared on the Adopted Budget-Basis )**

| Fund/Fund Name | | 2023/24 Budget Original | 2023/24 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Collected |
|---|---|---|---|---|---|---|
| ***General Fund :*** | | | | | | |
| Property Taxes | | 11,015,617 | 11,099,945 | 103,462 | 11,213,290 | 101.02% |
| Income Taxes | | 10,750,000 | 10,900,000 | 595,209 | 10,716,748 | 98.32% |
| State Revenue Sharing | | 5,732,948 | 5,634,780 | 17,906 | 3,844,325 | 68.22% |
| Licenses & Permits | | 368,015 | 338,010 | 76,646 | 262,340 | 77.61% |
| Federal Grants | | 1,267,483 | 2,338,975 | - | 2,036,627 | 87.07% |
| State Grants | | 5,414 | 117,255 | - | 154,536 | 131.79% |
| Charges For Goods & Services | | 1,378,957 | 1,464,654 | 108,583 | 1,054,591 | 72.00% |
| Fines & Forfeits | | 390,611 | 267,500 | 31,468 | 361,682 | 135.21% |
| Investment Income | | 185,000 | 635,000 | 52,951 | 568,137 | 89.47% |
| Miscellaneous | | 335,095 | 907,463 | 29,783 | 265,034 | 29.21% |
| Contributions From Other Funds | | 101,000 | 424,000 | 551 | 101,408 | 23.92% |
| Contributions From Local Units | | 12,500 | 12,500 | - | 6,084 | 48.67% |
| Proceeds from Sale of Capital Assets | | 41,600 | 459,100 | 2,713 | 445,485 | 97.03% |
| **Total General Fund Revenues** | | **31,584,240** | **34,599,182** | **1,019,273** | **31,030,286** | **89.69%** |
| ***Funds consolidated with the General Fund for financial reporting purposes:*** | | | | | | |
| **102** | **Budget Stabilization** | **20,000** | **40,000** | **5,673** | **58,086** | **145.22%** |
| ***Permanent Funds :*** | | | | | | |
| 151 | Cemetery Perpetual Maint. | 41,000 | 70,000 | 5,462 | 23,317 | 33.31% |
| 155 | Ella W. Sharp Endowment | 30,850 | 30,850 | - | - | 0.00% |
| 160 | Lloyd E. Mount Endowment | 5,600 | 7,100 | - | - | 0.00% |
| ***Special Revenue Funds :*** | | | | | | |
| 202 | Major Street | 19,653,590 | 23,894,202 | 315,918 | 5,681,884 | 23.78% |
| 203 | Local Street | 3,461,459 | 2,034,675 | 102,342 | 1,402,383 | 68.92% |
| 208 | Ella W. Sharp Park Operating | 975,450 | 1,065,225 | 119,821 | 600,844 | 56.41% |
| 213 | Opiod Settlement Fund | 0 | 33,563 | 129,989 | 163,553 | n/a |
| 218 | Affordable Housing | 3,519,760 | 1,366,531 | - | 729,777 | 53.40% |
| 245 | Public Improvement | 1,371,000 | 1,381,000 | 62,135 | 1,416,032 | 102.54% |
| 246 | Cortland St. Redev. Project | 500 | 2,008,000 | 881 | 385,689 | 19.21% |
| 249 | Building Department | 513,400 | 592,550 | 66,762 | 683,867 | 115.41% |
| 251 | Housing Code Enforcement | 1,045,600 | 1,264,300 | 76,691 | 1,175,881 | 93.01% |
| 252 | Building Demolitions | 1,000 | 468,879 | 585 | 258,350 | 55.10% |
| 265 | Drug Law Enforcement | 20,700 | 45,898 | 262 | 46,542 | 101.40% |
| 272 | SAFER Grant | 525,581 | 533,965 | 72,653 | 362,649 | 67.92% |
| 273 | Project Safe Neighborhood | 234,542 | 61,782 | - | 77,104 | 124.80% |
| 275 | Byrne/JAG Programs | 25,000 | 53,822 | 420 | 23,202 | 43.11% |
| 279 | American Rescue Plan Act | 75,000 | 75,000 | - | 10,403 | 13.87% |
| 285 | Brownfield EPA Assessment Grant | 0 | 400,000 | - | - | 0.00% |
| 296 | Recreation Activity | 270,250 | 352,500 | 50,061 | 322,346 | 91.45% |
| 297 | Recreation Millage Program | 651,500 | 710,500 | 570 | 308,336 | 43.40% |
| ***Debt Service Funds :*** | | | | | | |
| 308 | 2020 Capital Improvement D/S | 223,788 | 223,788 | 208,894 | 223,788 | 100.00% |
| 352 | 2017 Mich. Trans. Fund D/S | 762,068 | 762,068 | 696,034 | 762,068 | 100.00% |
| 367 | 2021 City Hall Refunding D/S | 708,500 | 756,000 | 47,913 | 802,023 | 106.09% |

# City of Jackson
## All Funds - Revenue Summary
## As of and for the Eleven Months Ended May 31, 2024
**( Prepared on the Adopted Budget-Basis )**

- Continued -

| Fund/Fund Name | | 2023/24 Budget Original | 2023/24 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Collected |
|---|---|---|---|---|---|---|
| ***Debt Service Funds (continued) :*** | | | | | | |
| 385 | 2016 Capital Improvement D/S | 145,569 | 145,569 | - | 145,569 | 100.00% |
| 386 | 2018 Capital Improvement D/S | 1,418,750 | 1,419,000 | - | 1,418,250 | 99.95% |
| 389 | 2017 BRA TIF Refunding D/S | 420,144 | 420,144 | 315,072 | 420,144 | 100.00% |
| 391 | 2021 BRA TIF Refunding D/S | 791,839 | 791,839 | 765,919 | 791,838 | 100.00% |
| 394 | 2001 DDA TIF D/S | 2,881,749 | 2,881,824 | 2,880,998 | 2,881,823 | 100.00% |
| 395 | 2019 DDA TIF Refunding D/S | 208,365 | 208,365 | 124,183 | 208,365 | 100.00% |
| ***Capital Projects Funds :*** | | | | | | |
| 401 | Capital Projects | 1,113,531 | 1,197,220 | - | - | 0.00% |
| 402 | Water Equip. and Replacemt. | 5,041,766 | 5,459,506 | 442,259 | 5,156,669 | 94.45% |
| 403 | Lead Service Line Replacement | 2,913,517 | 2,743,836 | 146,599 | 1,939,782 | 70.70% |
| 404 | Sanitary Sewer Maintenance | 663,044 | 606,097 | 32,933 | 263,935 | 43.55% |
| 405 | Sanitary Sewer Replacement | 1,535,190 | 2,642,010 | 630,773 | 2,032,594 | 76.93% |
| 406 | Wastewater Equip. Replacemt. | 3,990,800 | 6,705,306 | 149,537 | 4,394,315 | 65.53% |
| 407 | 2022 Sewer Sys. Project Const. | 5,697,802 | 7,480,902 | 406,670 | 3,902,078 | 52.16% |
| 409 | 2022 Water Sys. Project Const. | 16,342,000 | 6,471,847 | 780,196 | 920,418 | 14.22% |
| 426 | 2024 MI Trans. Fund Bond Const. Fund | 4,501,000 | 4,501,000 | - | - | 0.00% |
| 488 | MLK Corridor Improvemt. Authority | 4,507,925 | 1,070,393 | 12,113 | 356,100 | 33.27% |
| 489 | Brownfield Redevelopmt. Auth. | 1,977,300 | 1,737,727 | 14,763 | 1,755,878 | 101.04% |
| 494 | DDA Project | 3,525,000 | 3,622,025 | 38,138 | 3,637,757 | 100.43% |
| ***Enterprise Funds :*** | | | | | | |
| 514 | Auto Parking System | 95,443 | 97,943 | 308 | 9,096 | 9.29% |
| 518 | Parking Assessment | 311,449 | 333,332 | 10,115 | 347,794 | 104.34% |
| 519 | Cooper/Francis Parking Deck | 15,550 | 25,540 | 2,787 | 31,714 | 124.17% |
| 590 | Sewer | 12,702,461 | 15,887,374 | 1,057,052 | 10,558,935 | 66.46% |
| 591 | Water | 31,059,822 | 37,585,740 | 1,946,910 | 13,151,429 | 34.99% |
| ***Internal Service Funds :*** | | | | | | |
| 641 | Public Works Administration | 364,799 | 367,089 | 35,228 | 334,258 | 91.06% |
| 642 | Engineering Administration | 266,815 | 274,605 | 34,696 | 234,444 | 85.37% |
| 643 | Local Site Remed. Revolving | 63,500 | 78,959 | 1,695 | 76,517 | 96.91% |
| 661 | Motor Pool and Garage | 1,309,590 | 2,135,805 | 129,321 | 2,124,175 | 99.46% |
| 676 | Workers' Compensation | 167,500 | 225,000 | 25,465 | 210,864 | 93.72% |
| 677 | Self-Insured Health Care | 5,702,000 | 5,760,000 | 591,327 | 5,293,568 | 91.90% |
| ***Trust & Agency Funds :*** | | | | | | |
| 703 | County & School Tax Collection | 28,400,000 | 28,570,000 | 15,167 | 180,797 | 0.63% |
| 731 | Employees' Retirement System | 6,376,460 | 6,176,460 | 1,534,302 | 5,344,521 | 86.53% |
| 732 | Policemen's/Firemen's Pension | 510,902 | 584,544 | 111,467 | 602,838 | 103.13% |
| 734 | Police./Fire. Pension-345 | 10,852,297 | 10,802,297 | 2,775,851 | 11,849,104 | 109.69% |
| 736 | Public Employees Health Care | 230,000 | 230,000 | - | 481,700 | 209.43% |
| ***Special Assessment Funds :*** | | | | | | |
| 852 | 2020 Special Assessment D/S | 161,190 | 161,190 | - | 161,160 | 99.98% |
| 895 | Special Assessment | 2,215,147 | 1,477,637 | 5,218 | 1,127,147 | 76.28% |

# City of Jackson
## Notes to Revenue & Expenditure Summaries
## As of and for the Eleven Months Ended May 31, 2024
**( Prepared on the Adopted Budget-Basis )**

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

***Note 2:*** **A budget amendment is pending to correct this variance.**

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Traffic Control Order 2398 - Autistic Child Signs – Griswold, Mound to Fourth.

---

**Recommendation:**

Approval of Traffic Control Order 2398 to install “Autistic Child Area” signs on Griswold Street, between Mound Avenue and Fourth Street.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order for traffic control signage as described above.

I recommend approval of Traffic Control Order 2398. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** Jon Dowling, Engineer

**DATE:** July 16, 2024

**RECOMMENDATION:** Approval of Traffic Control Order 2398 to install “Autistic Child Area” signs on Griswold Street, between Mound Avenue and Fourth Street.

---

## ISSUE STATEMENT

There has been a request from a resident in the 700 block of Griswold Street who has two autistic children residing in the household. They would like “Autistic Child Area” signs placed within their block due to the large amount of traffic on this street. The resident also advised that the children are also known for escaping or walking away.

## DESCRIBE THE CONSEQUENCES

If this TCO is not approved, there is a possibility one of the two children who live in the area may get out of their residence unattended and potentially wander into the roadway and be struck by a vehicle.

## OWNERSHIP

The City of Jackson is responsible for the traffic control signage on city streets. Posting these signs will give added warning to drivers to watch for children who may unknowingly enter the roadway.

## SOLUTION

Engineering, after review of the request, agrees with installing the two “Autistic Child Area” signs. The estimated cost for the signs is $423.18, broken down as follows and paid from Major Streets Traffic funds.

- 2 – Autistic Child Area signs @ $51.55/$103.10
- 2 – sign posts, @ $37.70 each/$75.40
- 2 – hours labor/equipment, @ $122.34/$244.68 total
- Estimated total = $423.18

## FACILITATE IMPLEMENTATION

Approval of Traffic Control Order 2398 to install “Autistic Child Area” signs on Griswold Street, between Mound Avenue and Fourth Street.

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ATTACHMENTS

1. Engineering TCO 2398 Griswold att

# CITY OF JACKSON, MICHIGAN

**TRAFFIC ENGINEERING DIVISION**

**Traffic Control Order No. 2398**

**LOCATION**: **Griswold Street between Mound Avenue and Fourth Street**
**DATE**: July 16, 2024
**ASSIGNED TO**: Sign Shop

**TCO DESCRIPTION**

At the request of a resident, investigate the possibility of installing "Autistic Child Area" signs on Griswold Street between Mound Avenue and Fourth Street

BY JON H. DOWLING, P.E.

**RECOMMENDATION**

Install "Autistic Child Area" signs on Griswold Street between Mound Avenue and Fourth Street.

**APPROVED** ☐ REJECTED ☐ **DATE: 7/16/24** BY CITY COUNCIL

**WORK ASSIGNMENT**:
DATE: 7/16/2024
TO: Sign Shop

*Install "Autistic Child Area" signs on both sides of Griswold Street between Mound Avenue and Fourth Street. One near 712 Griswold on the North Side and on the south side of the intersection of Mound Ave. and Griswold St.*

BY JON H. DOWLING, P.E.

MATERIAL USED

| Posts | Stop | Time Limit | No Parking | Loading Zone | One Way | Yield | Paint | Other |
|---|---|---|---|---|---|---|---|---|
| 2 | | | | | | | | 2 |

**ASSIGNMENT COMPLETED**

**DATE:** **BY: Sign Shop**

**WORK INSPECTED**

**REMARKS**:

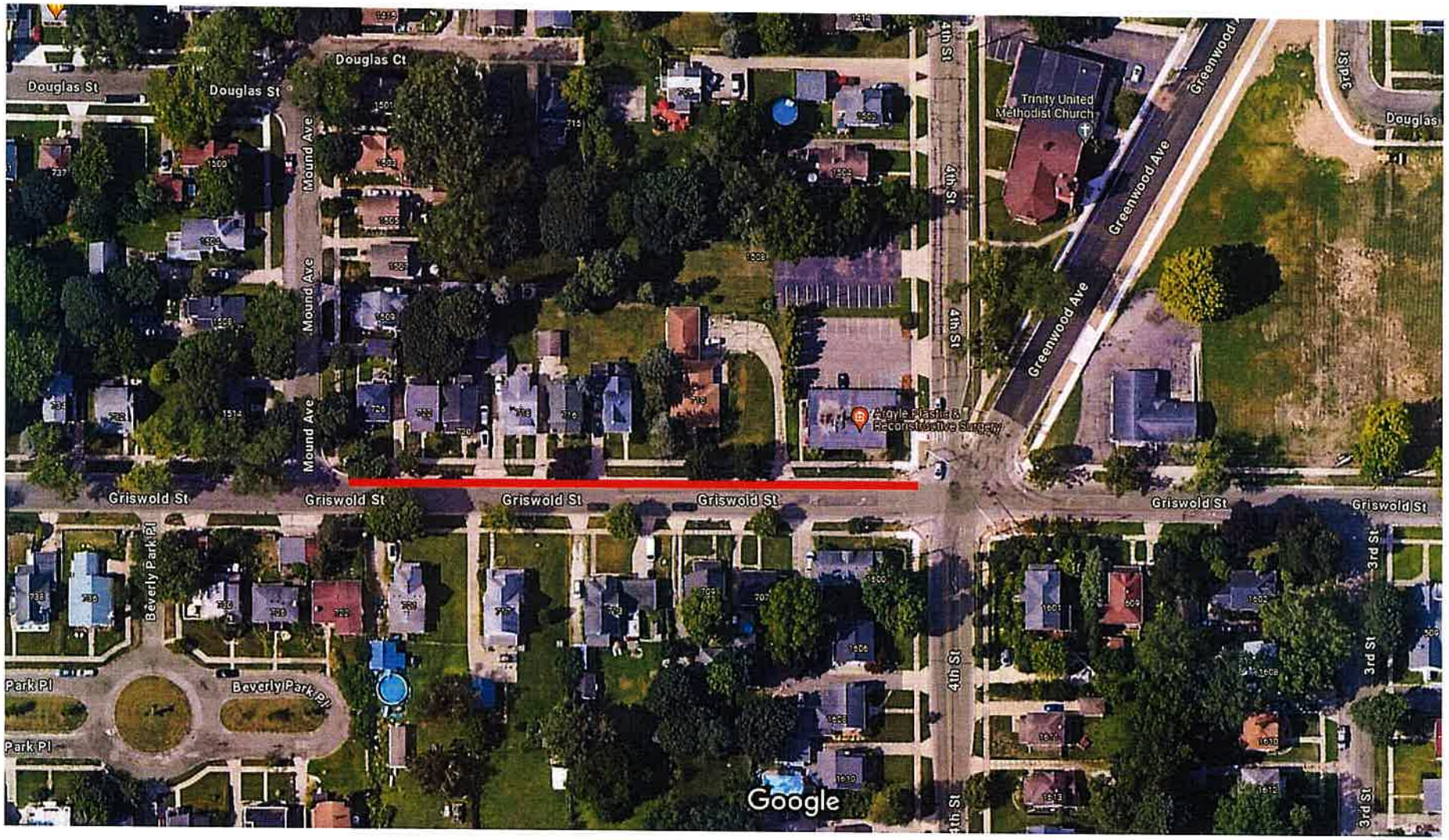
**DATE:** **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk

Google Maps

TCO 2398

Griswold Street between Mound Avenue and Fourth Street
Autistic Child Signage




Imagery ©2024 Maxar Technologies, Map data ©2024 50 ft

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Traffic Control Order 2399 - Deaf Child Signs – McNeal – Third to Greenwood.

---

**Recommendation:**

Approval of Traffic Control Order 2399 to install “Deaf Child Area” signs on McNeal Street, between Third Street and Greenwood Avenue.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order for traffic control signage as described above.

I recommend approval of Traffic Control Order 2399. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** Jon Dowling, Engineer

**DATE:** July 16, 2024

**RECOMMENDATION:** Approval of Traffic Control Order 2399 to install “Deaf Child Area” signs on McNeal Street, between Third Street and Greenwood Avenue.

---

## ISSUE STATEMENT

There has been a request from a resident in the 500 block of McNeal Street who has a deaf child residing in the household. They would like “Deaf Child Area” signs placed within their block due to the amount of traffic on this street.

## DESCRIBE THE CONSEQUENCES

If this TCO is not approved, there is a possibility the child who lives in the area may get out of their residence unattended and potentially wander into the roadway and be struck by a vehicle.

## OWNERSHIP

The City of Jackson is responsible for the traffic control signage on city streets. Posting these signs will give added warning to drivers to watch for children who may unknowingly enter the roadway.

## SOLUTION

Engineering, after review of the request, agrees with installing the two “Deaf Child Area” signs. The estimated cost for the signs is $423.18, broken down as follows and paid from Local Streets Traffic funds.

- 2 – Deaf Child Area signs @ $51.55/$103.10
- 2 – sign posts, @ $37.70 each/$75.40
- 2 – hours labor/equipment, @ $122.34/$244.68 total
- Estimated total = $423.18

## FACILITATE IMPLEMENTATION

Approval of Traffic Control Order 2399 to install “Deaf Child Area” signs on McNeal Street, between Third Street and Greenwood Avenue.

---

ATTACHMENTS

1. Engineering TCO 2399 McNeal att

# CITY OF JACKSON, MICHIGAN

**TRAFFIC ENGINEERING DIVISION**

**Traffic Control Order No. 2399**

**LOCATION**: **McNeal Street between Third Street and Greenwood Avenue.**
**DATE**: July 16, 2024
**ASSIGNED TO**: Sign Shop

**TCO DESCRIPTION**

At the request of a resident, investigate the possibility of installing "Deaf Child Area" signs on McNeal Street between Third Street and Greenwood Avenue

BY JON H. DOWLING, P.E.

**RECOMMENDATION**

Install "Deaf Child Area" signs on McNeal Street between Third Street and Greenwood Avenue

**APPROVED** ☐ REJECTED ☐ **DATE: 7/16/24** BY CITY COUNCIL

**WORK ASSIGNMENT**:
DATE: 7/16/2024
TO: Sign Shop

*Install "Deaf Child Area" signs on both sides of McNeal Street between Third Street and Greenwood Avenue. On the Southside of McNeal in front of 519 and on the Northside 260 feet west of Greenwood Avenue.*

BY JON H. DOWLING, P.E.

MATERIAL USED

| 2 | | | | | | | | 2 |
|---|---|---|---|---|---|---|---|---|
| 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

TCO 2399

McNeal Street between Third Street and Greenwood Avenue
Deaf Child Signage




Imagery ©2024 Maxar Technologies, Map data ©2024 50 ft

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Special Event Application: Fall Fest & Chili Classic

---

**Recommendation:**

Approve a request from the McKibbin Media Group to host the Fall Fest & Chili Classic on September 28, 2024, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Fall Fest & Chili Classic.

I recommend approval of the special event application for the Fall Fest & Chili Classic. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** DDA Director , DDA Director

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve a request from the McKibbin Media Group to host the Fall Fest & Chili Classic on September 28, 2024, in downtown Jackson.

---

## ISSUE STATEMENT

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 | | $1300.00 |
| | ***TOTAL*** | | ***$1300.00*** |

## DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Electricity, road closures

## OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents.

## SOLUTION

## FACILITATE IMPLEMENTATION

Approve a request from the McKibbin Media Group to host the Fall Fest & Chili Classic on September 28, 2024, in downtown Jackson.

---

ATTACHMENTS

1. SEA-Fall Fest & Chili Classic

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- [X] $75 Application Fee
- [ ] $50 Late/Rush Fee (submitted post 60-day deadline)
- [ ] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| **Sponsoring Organization Legal Name:** McKibbin Media Group | | |
| Address: 1700 Glenshire Dr. | | Phone: (517 )787-9546 |
| Tax ID#: 84-3217873 | Website: www.McKibbinMediaGroup.com | |
| Contact Name: Dennis Worden | Phone: 843-260-3074 | Email: dworden@k1053.com |
| Contact Name: Ashley Smith | Phone: 517-414-1629 | Email: asmith@k1053.com |
| Contact Name During Event: Ashley Smith | | Phone: ( ) above |

## Event Information

**Event Name:** K105.3 Fall Fest & Chili Classic

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| Saturday, September 28, 2024 | 5 a.m. | 12 p.m. | 7 p.m. | 8 p.m. - 9 p.m. |

Has this event occurred before? ☑Yes, (if yes, how many previous years? 3 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 5,000

## 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

☑TRUE City Square (Stage)

☐MLK Equality Trail

☐Other Location:

☑ Streets: W. Michigan Ave. from MLK to Hayes Ct.; Jackson St. from Cortland to Casler's Hardware; Mechanic St. ~~from Cortland St. to Pearl St.~~

☐Other Park:

## Brief Description of Event

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

K105.3's annual Fall Fest & Chili Classic features FREE family-friendly activities, live entertainment, the time-honored tradition of the Chili Classic with 40+ contestants' chili to taste for $5, lots of vendors to shop, FREE Kids' Kingdom, and more!

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

Street Name: W. Michigan Ave. Cross Streets Hayes Ct. / MLK

Closure Start Date: 9/27/24 Time: 5pm Closure End Date: 9/28/24 Time: 8pm

Street Name: N./S. Jackson St. Cross Streets Cortland St. / to in front of Casler's Hardware

Closure Start Date: 9/27/24 Time: 5pm Closure End Date: 9/28/24 Time: 8pm

Street Name: Mechanic St. Cross Streets Cortland St. to Pearl St.

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: All electrical boxes available on closed section of Michigan Ave. requested for chili cooks ~~Generators will also be provided as an added measure~~
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:_____

## Additional Event Information

**Garbage Plan:** Brief description on garbage management for events with 100+ attendees.
Emmons Service providing 10' dumpster in City parking lot between Axe Play and Post Office as well as 30-40 rolling carts to place throughout the streets. Event staff will empty rolling carts, Emmons will haul away dumpster the following Monday 9/30.

**Bathroom Plan:** Brief description on bathroom(s) based on event size, duration, and services offered.
3 banks of 10 porta-johns will be provided throughout the festival grounds. Drop-off date Friday 9/27/24, pickup date Monday 9/30/24.

# Required Attachments for Application Processing

## Insurance

*Please request the following documentation from your insurance carrier.*

| Insurance Type | Requirements |
|---|---|
| Certificate of Liability Insurance<br>*(MUST also be provided by all vendors)* | • Showing a liability coverage of at least $1,000,000<br>• 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<br>*(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.*

Please see attached

***Note:** We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.

# 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: Ashley Smith

Date: 5/21/24

| Office Use ONLY |
|---|
| Application Received:<br>Date: 5/28/24<br>Time:<br>By: MG |
| Application Fee Received: |

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>*****NO EXCEPTIONS***** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or<br>aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |


(105.3) K
Fall Fest
& CHILI CLASSIC
Saturday,
September 28, 2024
K1053.com/fallfest
N. Jackson St.
Pearl St.
Hayes Ct.
Horace Blackman Park
Kids' Kingdom FREE
Bucky Harris Park
Chili Tasting Wristbands $5 ea.
Chili Tasting Wristbands $5 ea.
Mechanic St.
W. Michigan Ave.
Cortland St.
Martin Luther King Jr. Dr.
Public Parking
Public Restrooms
Purchase chili tasting wristbands
Harvest Solar Stage
Monster Motors Stage
Kids' Kingdom - free activities
Chili Contestants
Vendors
Road Closure
CLOSE FOR STAFF
INTO PARKING LOT

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Special Event Application: Ogma Anniversary 2024

---

**Recommendation:**

Approve a request from Ogma Brewery to host the Ogma Anniversary 2024 on October 12, 2024, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Ogma Anniversary 2024.

I recommend approval of the Special Event Application for the Ogma Anniversary 2024. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** DDA Director , DDA Director

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve a request from Ogma Brewery to host the Ogma Anniversary 2024 on October 12, 2024, in downtown Jackson.

---

## ISSUE STATEMENT

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*** |

## DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Electricity, alcohol sales

## OWNERSHIP

Insurance Status: The insurance is on file with the City Attorney and the Downtown Development Authority.

## SOLUTION

## FACILITATE IMPLEMENTATION

Approve a request from Ogma Brewery to host the Ogma Anniversary 2024 on October 12, 2024, in downtown Jackson.

---

ATTACHMENTS

1. SEA--Ogma Anniversary 2024

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- [x] $75 Application Fee
- [ ] $50 Late/Rush Fee (submitted post 60-day deadline)
- [ ] Insurance documentation for sponsoring organization
- [x] Event Map –*Please indicate the location of all items*
- [x] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| **Sponsoring Organization Legal Name:** | | |
| Address: 129 E MICH AVE JACKSON MI | | Phone: (517 ) 474-4204 |
| Tax ID#: | Website: | |
| Contact Name: KEVIN CRAFT | Phone: 517-474-4204 | Email: kevin@ogmabrewing.com |
| Contact Name: | Phone: | Email: |
| Contact Name During Event: KEVIN CRAFT | | Phone: (517 ) 474-4204 |

## Event Information

**Event Name:** OGMA ANNIVERSARY

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| SAT OCT 12TH 2024 | 8:00 AM | 11:00 AM | 11:00 PM | 11:30 PM |

Has this event occurred before? ☐Yes, (if yes, how many previous years?_____ ☒No

Do you expect this event to occur again next year? YES What is the expected attendance for this event? 2,000

## 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

☐TRUE City Square (Stage)

☐MLK Equality Trail

☐Other Location:_____

☐ Streets:_____

☐Other Park:_____

## Brief Description of Event

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

MUSIC, ART, SOME GAMES - WE WILL GIVE A BETTER DESCRIPTION ONCE WE KNOW MORE.

## 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 _____

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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: TWIST LOCK 50 AMP PLUG IN TRAILER ON
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: 11:00 AM End Time: 11:00 PM

☐ **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: _____

## Additional Event Information

**Garbage Plan:** Brief description on garbage management for events with 100+ attendees.

EMMONS ROLLAWAY GARBAGE CONTAINER PLACED THROUGHOUT THE EVENT

**Bathroom Plan:** Brief description on bathroom(s) based on event size, duration, and services offered.

ALL AMERICAN PORTABLE TOILETS

# Required Attachments for Application Processing

## 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<br>• 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.*

***Note:** We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.

# 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: 6/6/2024

**Office Use ONLY**

Application Received:

Date: 6/6/24

Time: 1:30p

By: [illegible]

Application Fee Received: yes

check #1302

**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
aecon@cityofjackson.org
(517) 768-6411

**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

STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION

* * * * *

In the matter of the request of
**OGMA BREWING CO, LLC**
129 E Michigan Ave.
Jackson, MI 49201

Jackson County

Request ID No. 2405-06413

At the May 30, 2024, meeting of the Michigan Liquor Control Commission in Lansing, Michigan.

PRESENT: Kristin Beltzer, Chair
Dennis Olshove, Commissioner
Hoon-Yung Hopgood, Commissioner

## LICENSING APPROVAL ORDER

Ogma Brewing Co, LLC ("applicant") at the above-noted location has requested the Commission to review its application under administrative rule R 436.1419 for the purpose of allowing a temporary outdoor service permit in an area measuring up to 23' x 93', located 76' away from the licensed premises, is well-defined and clearly marked for an event to be held on July 5, August 10 and 24, September 27 and 28, and October 12, 2024.

Article IV, Section 40, of the Michigan Constitution (1963), permits the legislature to establish a Liquor Control Commission, which shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. MCL 436.1201(2) provides the Commission with the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor

within this state, including the manufacture, importation, possession, transportation and sale thereof.

Commission records indicate the applicant is the holder of 2024 Micro Brewer license with On-Premises Tasting Room Permit, Social District Permit, one (1) Direct Connection, Entertainment Permit and Outdoor Service (1 Area) issued by the Commission; the request for a temporary outdoor service permit would be held in conjunction with the above-noted license for the dates referenced herein.

The requirements for a temporary outdoor service permit under administrative rule R 436.1419 are the filing of a complete application; a diagram showing the proposed area is well-defined and clearly marked; approval of the chief law enforcement officer who has jurisdiction over the licensed premises; and the payment of the $70.00 inspection fee under MCL 436.1529 at the time of filing. These permits are only available to on-premises licensees under administrative rule R 436.1419.

The Commission finds that it has considered the provisions as required in administrative rule R 436.1105 in the consideration of this request.

After reviewing the file and discussion of the issue at the meeting, the Commission finds that all of the requirements have been met and that this request should be approved.

THEREFORE, IT IS ORDERED that:

A. The request for a Temporary Outdoor Service Permit in an area measuring up to 23' x 93', located 76' away from the licensed premises, is well-defined and clearly marked for an event to be held on July 5, August 10 and 24, September 27 and 28, and October 12, 2024, is hereby APPROVED, subject to the following:

   1. The licensee shall not permit the sale, service or consumption of alcoholic liquor outdoors, except in the well-defined and clearly marked area, under administrative rule R 436.1419.
   2. The licensee shall provide service of alcoholic beverages in this area only by wait staff servicing the tables, unless the licensee uses an approved additional bar in this area where customers may obtain their alcoholic

beverages from a bartender using a currently authorized additional bar or receiving approval by the Commission for a new additional bar permit.

3. The licensee shall close one existing interior additional bar and utilize same in the requested temporary outdoor service area where customers may obtain their alcoholic beverages from a bartender.
4. The licensee shall not permit patrons to transport alcoholic beverages to and/or from the current interior licensed premises to the temporary outdoor service area measuring 23' x 93', located 76' from the licensed premises.
5. The licensee shall ensure that alcoholic beverages purchased for consumption in this outdoor service area may not be removed and taken to any adjacent unlicensed area(s).
6. The licensee shall ensure that all alcoholic beverages remain on the licensed premises.
7. The licensee shall take all necessary actions to ensure the health, safety and welfare of all patrons and guests.
8. The licensee shall retain all profits from the sale of alcoholic beverages.
9. The licensee shall obtain prior approval from the Commission for contests with prizes to be awarded totaling $250.00 or more; the awarding of such prizes without approval is prohibited.

B. Under administrative rule R 436.1003(1), the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Under administrative rule R 436.1003(2), a licensee shall not use a license at the licensed premises unless a temporary or permanent certificate of occupancy has been issued by the local unit of government having jurisdiction over the location of the licensed premises or the licensed premises complies with administrative rule R 436.1003(1). Approval by the Michigan Liquor Control Commission does not waive these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals before opening the business for operation.

C. Failure to comply with all laws and rules may result in the revocation of the approval contained in this order.

MICHIGAN LIQUOR CONTROL COMMISSION

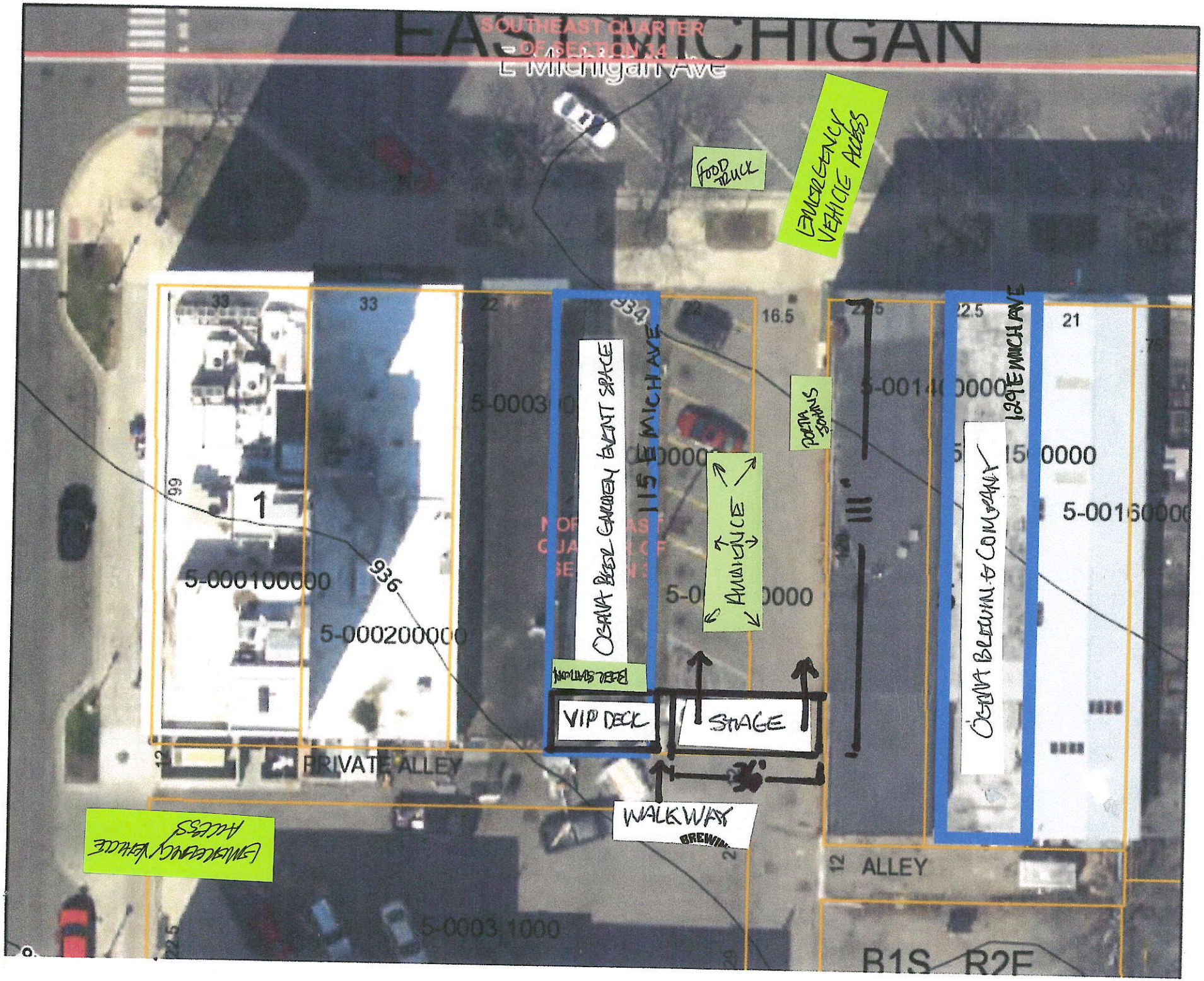
Kristin Beltzer, Chair

Dennis Olshove, Commissioner

Hoon-Yung Hopgood, Commissioner

LM1

Date Mailed:


EAST MICHIGAN
E Michigan Ave
SOUTHEAST QUARTER
OF SECTION 34
FOOD TRUCK
EMERGENCY VEHICLE ACCESS
115 E MICH AVE
OSAWA BEER GARDEN EVENT SPACE
AMBIANCE
PORTA JOHNS
129 E MICH AVE
OSAWA BREWING COMPANY
VIP DECK
STAGE
WALKWAY
PRIVATE ALLEY
ALLEY
EMERGENCY VEHICLE ACCESS
5-000100000
5-000200000
5-0003 1000
B1S R2F

| NAMED INSURED | POLICY NO. | POLICY TERM | AGENT NO. |
|---|---|---|---|
| Ogma Brewing Company LLC | CPP 0096178-03 | 03/05/2024 To 03/05/2025 | 0712000 |

## Commercial Liquor Liability Coverage

### Limits of Insurance

| COVERAGE | | LIMIT |
|---|---|---|
| Aggregate Limit | $ | 1,000,000 |
| Each Common Cause Limit | $ | 1,000,000 |

### Classification Schedule

| LOCATION | DESCRIPTION AND DETAILS OF CLASSIFICATION | PREMIUM |
|---|---|---|

1 Liquor Liability - Restaurants - Class C license - retail selling beer, wine and liquor consumed on premises

| STATE | TERRITORY | CLASS CODE | DEDUCTIBLE | RATE | PREMIUM BASIS |
|---|---|---|---|---|---|
| MI | 999 | 58151 | $1,000 | 1.807 | 200,000 Sales |

**Liquor Liability** $ 362

1 Liquor Liability - Merchants - specially designated - selling beer and wine not consumed on premises

| STATE | TERRITORY | CLASS CODE | DEDUCTIBLE | RATE | PREMIUM BASIS |
|---|---|---|---|---|---|
| MI | 999 | 59212 | $1,000 | 0.748 | 0 Sales |

**Liquor Liability** $ 0

| | | |
|---|---|---|
| **Liquor Liability Minimum Premium Adjustment** | $ | |
| **Terrorism Coverage** | $ | 0 |
| **Total Commercial General Liability Coverage Premium** | $ | 2,468 |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2024

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

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

**PRODUCER**
Richmond Agency, Inc.
833 Laurence Ave
Jackson MI 49202

**CONTACT NAME:** Christy Chapman
**PHONE (A/C, No, Ext):** 517-788-9130 **FAX (A/C, No):** 517-788-8036
**E-MAIL ADDRESS:** cchapman@richmondagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Fremont Ins Co | 13994 |
| INSURER B: Auto Owners | 18988 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Ogma Brewing Co LLC
129 E Michigan Ave
Jackson MI 49201

**COVERAGES** **CERTIFICATE NUMBER:** 20240606121617032 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CPP009517803 | 03/05/2024 | 03/05/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CPP009517803 | 03/05/2024 | 03/05/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | A106639965 | 05/20/2024 | 05/20/2025 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | 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)

City of Jackson and Jackson Downtown Development Authority listed as Additional Insured with regards to general liability.

**CERTIFICATE HOLDER**

City of Jackson
161 W. Michigan Ave
Jackson MI 49201

Email: twhite@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** Jessica Grant

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# STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

Department of Licensing and Regulatory Affairs

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

**THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO MARCH 22, 2024**

**BUSINESS ID: 265778**
**OGMA BREWING CO, LLC**
**D/B/A OGMA BREWING CO.**

FILE NUMBER:

129 E MICHIGAN AVE,
JACKSON, MI 49201-1401

JACKSON COUNTY
L-226
JACKSON CITY

| LICENSE # | LICENSE: | ACT: |
|---|---|---|
| L-000424331 | On-Premises Tasting Room Permit | |
| L-000424328 | Micro Brewer | |

TOTAL BARS:
DIRECT-CONNECTIONS: 1

OUTDOOR SERVICE AREA:
PASSENGERS:

ROOMS:

PERMIT
Outdoor Service Area(1), Entertainment, Direct Shipper(1), Social District

IN WITNESS WHEREOF, this License has been duly signed and sealed by both the Michigan Liquor Control Commission and the Licensee(s).

LIQUOR CONTROL COMMISSION

Kristin Bettys
[illegible]
[illegible]

LICENSEE(S) SIGNATURE(S)

**LICENSE EFFECTIVE MAY 1, 2024 - EXPIRES APRIL 30, 2025**

**2024**
**2025**

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Special Event Application: Jackson Reunion 2024

---

**Recommendation:**

Approve a request from Southside Reunion to host the Jackson Reunion 2024 on August 10, 2024, at the MLK Park in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson Reunion 2024.

I recommend approval of the special event application for the Jackson Reunion 2024. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** DDA Director , DDA Director

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve a request from Southside Reunion to host the Jackson Reunion 2024 on August 10, 2024, at the MLK Park in downtown Jackson.

---

## ISSUE STATEMENT

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 | | $4100.00 |
| Police | X | | $0.00 |
| Public Works | X | | $400.00 |
| | | ***TOTAL*** | ***$4500.00*** |

## DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Electrical, trash, restrooms

## OWNERSHIP

Insurance Status: This event is covered under the City of Jackson's insurance policy.

## SOLUTION

## FACILITATE IMPLEMENTATION

Approve a request from Southside Reunion to host the Jackson Reunion 2024 on August 10, 2024, at the MLK Park in downtown Jackson.

---

ATTACHMENTS

1. SEA--Jackson Reunion 2024 UDPATED

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- ☐ $75 Application Fee
- ☐ $50 Late/Rush Fee (submitted post 60-day deadline)
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| **Sponsoring Organization Legal Name:** Southside Reunion | | |
| Address: 1107 Adrian st. | | Phone: ( ) |
| Tax ID#: | Website: Jackson Southsid Reunion | |
| Contact Name: Daren Mcclelland | Phone: 734 262 1567 | Email: Daren Mcclelland@Icloud.com |
| Contact Name: | Phone: | Email: |
| Contact Name During Event: Sandra Gray | | Phone: (517) 414 6695 |

## Event Information

**Event Name:** Jackson Reunion

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| 8/10/24 | 8:00 am | 9:00 am | 8:00 pm | 8:00 pm |

Has this event occurred before? ☑Yes, (if yes, how many previous years? 5 (2018) ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 500-1000

## 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

☐TRUE City Square (Stage)

☐MLK Equality Trail

☐Other Location: MLK Park and Playground & Center

☐ Streets:_____

☐Other Park:_____

## Brief Description of Event

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

South side Reunion Festival

## 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:_____

## Additional Event Information

**Garbage Plan:** Brief description on garbage management for events with 100+ attendees.

1. 30 trash barrells, 10 yard roll off trash can

**Bathroom Plan:** Brief description on bathroom(s) based on event size, duration, and services offered.

Need Bath Room For 500-1000 people!

# Required Attachments for Application Processing

## 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<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

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

| Event Map *Details of all event activities MUST be included.* | | |
|---|---|---|
| ☐Route Plan | ☐Emergency Vehicle Access | ☐Restroom Locations |
| ☐Vendor Locations | ☐Dispersal Locations | ☐Tables |
| ☐Tent Locations | ☐Trash Receptacles | ☐Requested Reserved Parking |
| ☐Assembly Locations | ☐Requested Street Closures | ☐Electrical Wires & Outlets |

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

***Note:** We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.

# 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: _____

| Office Use ONLY |
|---|
| Application Received:<br>Date: 5/29/24<br>Time:<br>By: ME |
| Application Fee Received: |

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>***NO EXCEPTIONS*** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or<br>aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Special Event Application: Fire in the City

---

**Recommendation:**

Approve a request from the Found Church of the Nazarene to host the Fire in the City on September 27, 2024, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Fire in the City.

I recommend approval of the special event application for the Fire in the City. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** DDA Director , DDA Director

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve a request from the Found Church of the Nazarene to host the Fire in the City on September 27, 2024, in downtown Jackson.

---

## ISSUE STATEMENT

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*** |

## DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Electricity

## OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents.

## SOLUTION

## FACILITATE IMPLEMENTATION

Approve a request from the Found Church of the Nazarene to host the Fire in the City on September 27, 2024, in downtown Jackson.

---

ATTACHMENTS

1. SEA--Fire in the City

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or mevans@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- ☒ $75 Application Fee
- ☐ $50 Late/Rush Fee (submitted post 60-day deadline)
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| **Sponsoring Organization Legal Name:** Found Church of the Nazarene | | |
| Address: 141 E. Michigan Ave Jackson MI 49203 USA | | Phone: (517 ) 315-4415 |
| Tax ID#: 85-1433853 | Website: www.areyoufound.com | |
| Contact Name: Corey Lewis | Phone: +15178121558 | Email: corey@areyoufound.com |
| Contact Name: Chris Heydenburg | Phone: | Email: chris@areyoufound.com |
| Contact Name During Event: Corey Lewis | | Phone: (517 ) 812-1558 |

## Event Information

**Event Name:** Fire In The City

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| September 27th 2024 | 3:30pm | 6:00pm | 8:00pm | 8-9pm |

Has this event occurred before? ☐Yes, (if yes, how many previous years?_____ ☒No

Do you expect this event to occur again next year? _____What is the expected attendance for this event? Unknown

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

☐Walk/Run ☐Festival ☐March/Parade ☐Other: Worship Concert

## 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

☐TRUE City Square (Stage)

☐MLK Equality Trail

☐Other Location:_____

☐ Streets:_____

☐Other Park:_____

## Brief Description of Event

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

Worship Concert from 6-8 pm

## 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 _____

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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: Stage outlets at Bucky Harris are sufficient
Amount of electrical wattage needed: 110 outlets Amount of plug ins: 20
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: _____

## Additional Event Information

**Garbage Plan:** Brief description on garbage management for events with 100+ attendees.

**Bathroom Plan:** Brief description on bathroom(s) based on event size, duration, and services offered.

Restrooms at Bucky Harris if possible.

## Required Attachments for Application Processing

### 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<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

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

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

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

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

FIRE PIT PLEASE

*The fire pit will not be available per Kelli at Parks & Rec

***Note:** We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.

# 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: Corey D. Lewis Executive Pastor/Worship Director Found Church

Date: 6/12/2024

| Office Use ONLY |
|---|
| Application Received: |
| Date: 6/24/2024 |
| Time: 4:39 |
| By: BSH |
| Application Fee Received: $75 |

Check #1560

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>***NO EXCEPTIONS*** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or<br>aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |

FOUND-1

OP ID: DP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2024

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

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

| | |
|---|---|
| PRODUCER<br>Pierce-Carter Agency<br>P.O. Box 175<br>570 N. Cedar St<br>Mason, MI 48854<br>Jared Short<br>517-676-9366 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 517-676-9366 FAX (A/C, No): 517-676-6300<br>E-MAIL ADDRESS: |
| INSURED<br>Found Church of the Nazarene<br>141 E Michigan Ave<br>Jackson, MI 49201 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Brotherhood Mutual Ins — 13528<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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 | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE [X] OCCUR | X | | 21M5A0502011 | 09/01/2023 | 09/01/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | POLICY [ ] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | Hired/non | $ 1,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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)

Worship in the Park on September 27, 2024

**CERTIFICATE HOLDER**

CITYOFJ

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
Jared Short

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

FOUND-1 OP ID: DP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2024

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|---|---|---|
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| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Brotherhood Mutual Ins | 13528 |
| INSURED<br>Found Church of the Nazarene<br>141 E Michigan Ave<br>Jackson, MI 49201 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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| | [ ] CLAIMS-MADE [X] OCCUR | X | | 21M5A0502011 | 09/01/2023 | 09/01/2024 | 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 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | Hired/non | $ 1,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | | |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | EACH OCCURRENCE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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)

Worship in the Park on September 27, 2024

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Jackson Downtown Development Authority
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AUTHORIZED REPRESENTATIVE
Jared Short

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Special Event Application: Paint the Trail Pink 5k

---

**Recommendation:**

Approve a request from the Mission of Hope Cancer Fund to host the Paint the Trail Pink 5k on October 12, 2024, on the MLK Equality Trail.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Paint the Trail Pink 5k.

I recommend approval of the special event application for the Paint the Trail Pink 5k. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** DDA Director , DDA Director

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve a request from the Mission of Hope Cancer Fund to host the Paint the Trail Pink 5k on October 12, 2024, on the MLK Equality Trail.

---

## ISSUE STATEMENT

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*** |

## DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None.

## OWNERSHIP

Insurance Status: The insurance is on file with the City Attorney and the Downtown Development Authority.

## SOLUTION

## FACILITATE IMPLEMENTATION

Approve a request from the Mission of Hope Cancer Fund to host the Paint the Trail Pink 5k on October 12, 2024, on the MLK Equality Trail.

---

ATTACHMENTS

1. SEA-Paint the Trail Pink 5k

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- ☑ $75 Application Fee
- ☐ $50 Late/Rush Fee (submitted post 60-day deadline)
- ☑ Insurance documentation for sponsoring organization
- ☑ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| **Sponsoring Organization Legal Name:** Mission of Hope Cancer Fund | | |
| Address: 823 MLK Jr Dr Jackson 49202 | | Phone: (517) 782-4643* |
| Tax ID#: 38-3188925 | Website: cancerfund.org | |
| Contact Name: Maria Ethridge | Phone: | Email: |
| Contact Name: Sandy Schmidt | Phone: 517-315-5045 | Email: sandradee1188@gmail |
| Contact Name During Event: Kelly Lammon | | Phone: (517) 745-2330 |

## Event Information

**Event Name:** Paint the Trail Pink 5K Walk/Run

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| Oct 12, 2024 | 8am | 10am | 12pm | 1pm |
| (alt.) | 10am | 12pm | 2pm | 3pm |

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

Do you expect this event to occur again next year? _____What is the expected attendance for this event? 100-150

## 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

☐TRUE City Square (Stage)

☒MLK Equality Trail

☐Other Location:_____

☐ Streets:_____

☐Other Park:_____

## Brief Description of Event

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

Paint the Trail Pink is a community event to support breast cancer awareness. The Fun Run Committee is partnering together with Mission of Hope Cancer Fund to support cancer patients throughout Jackson County & Terri Scott in her Battle with breast Cancer. MHCF

Coordinators: Kelly Lannon 5177452330 & 5177824643

## 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:_____

## Additional Event Information

**Garbage Plan:** Brief description on garbage management for events with 100+ attendees.

Route will be cleaned by event coordinators + staff, garbage will be disposed of in church dumpster

**Bathroom Plan:** Brief description on bathroom(s) based on event size, duration, and services offered.

Bathrooms will be available at beginning/end of route at the church.

*Nothing is to be painted on the surface of the trail per the city, small yard signs are ok.

## Required Attachments for Application Processing

### 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<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

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

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

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

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

***Note:** We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.

# Special Event Application

## Certification & Signature

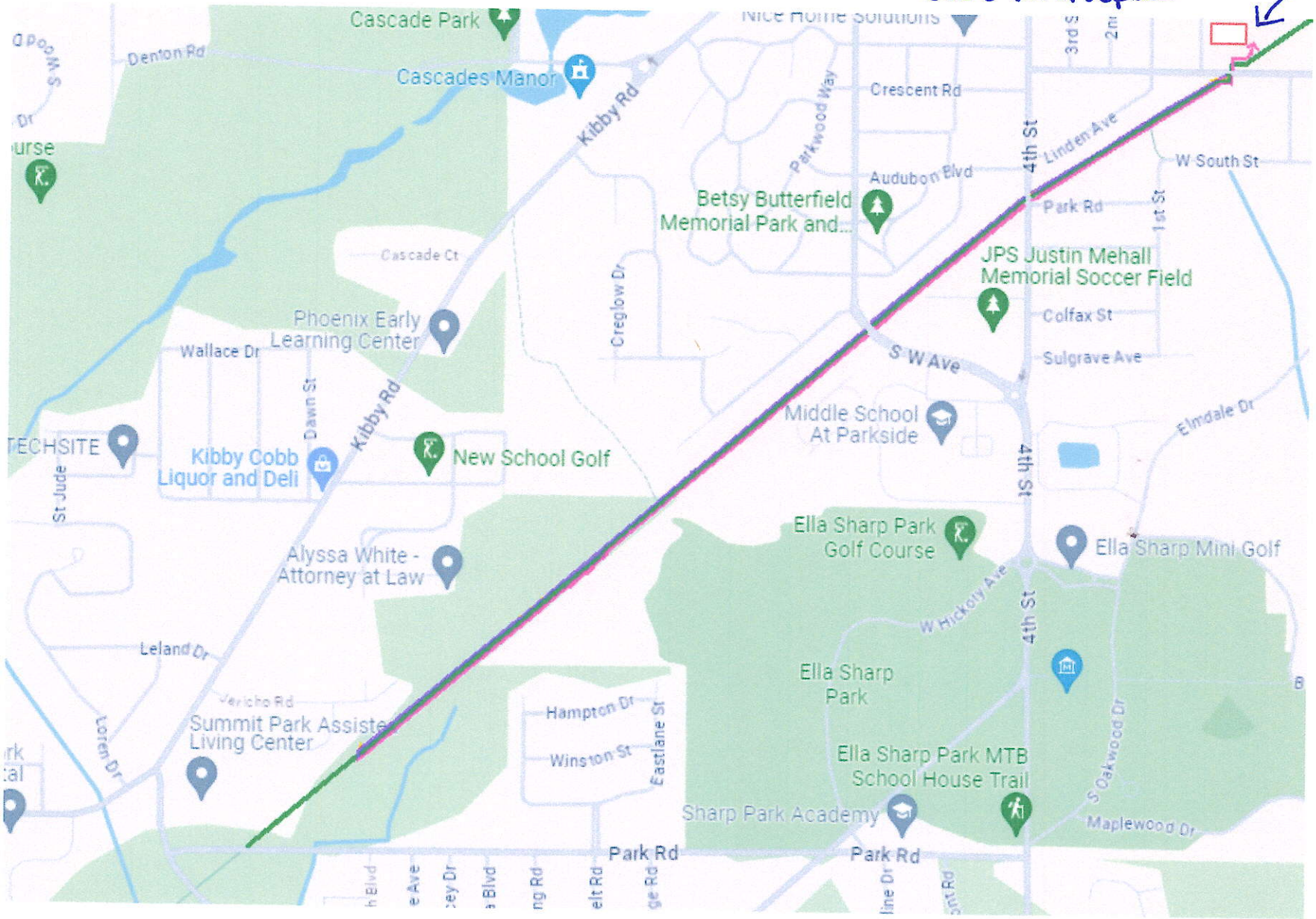
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will 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: Mavis Mills E.D. MHCF

Date: 6-13-24

| Office Use ONLY |
|---|
| Application Received: |
| Date: 6/20/24 |
| Time: 4pm |
| By: Melissa Sm |
| Application Fee Received: $75 - yes Check # 11919 |

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>***NO EXCEPTIONS*** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or<br>mevans@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |


Calvary Apostolic Church
260 W. Prospect
Cascade Park
Cascades Manor
Denton Rd
Kibby Rd
Crescent Rd
Parkwood Way
Audubon Blvd
4th St
Linden Ave
W South St
Park Rd
1st St
Betsy Butterfield Memorial Park and...
JPS Justin Mehall Memorial Soccer Field
Colfax St
Sulgrave Ave
S W Ave
Cascade Ct
Oreglow Dr
Phoenix Early Learning Center
Wallace Dr
Dawn St
Middle School At Parkside
Elndale Dr
TECHSITE
St Jude
Kibby Cobb Liquor and Deli
New School Golf
Ella Sharp Park Golf Course
Ella Sharp Mini Golf
Alyssa White - Attorney at Law
W Hickory Ave
Leland Dr
Jericho Rd
Summit Park Assisted Living Center
Hampton Dr
Winston St
Eastlane St
Ella Sharp Park
Ella Sharp Park MTB School House Trail
S Oakwood Dr
Sharp Park Academy
Maplewood Dr
Park Rd
Park Rd

FARM BUREAU INSURANCE

Scan Code
CERT

# CERTIFICATE OF INSURANCE

☐ FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN
■ FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN
Lansing, Michigan 48909
Email to: CommercialNewBusiness@fbinsmi.com
Fax to: 877-822-2875

☐ AMENDED

Name and Address of Certificate Holder:
**CITY OF JACKSON**
**JACKSON DOWNTOWN DEVELOPMENT AUTHORITY**

**161 W MICHIGAN AVE**
**JACKSON, MI 49201**

Named Insured and Address:
**MISSION OF HOPE CANCER FUND**
**823 N MARTIN LUTHER KING JR DR**
**JACKSON, MI 49202**

Issue Date: **06/13/2024**

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at the Certificate Holder's last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

| Type of Insurance | Policy Number | Policy Period | Limits of Liability |
|---|---|---|---|
| Business Auto Liability<br>☐ *Any Auto (Symbol 1)*<br>☐ *Owned Autos (Symbol 2)*<br>☐ *Specifically Described Autos (Symbol 7)*<br>☐ *Hired Auto (Symbol 8)*<br>☐ *Non-Owned Auto (Symbol 9)* | | Eff.<br>Exp. | Combined Single Limit<br>Each Accident $ |
| Worker's Disability Compensation | | Eff.<br>Exp. | Coverage A - Statutory<br>Coverage B - Bodily Injury by Accident $ Each Accident<br>(Employer's Liab.) Bodily Injury by Disease $ Each Employee<br>Bodily Injury by Disease $ Policy Limit |
| Comprehensive General Liability or Commercial Package<br>■ *Including* ☐ *Excluding Products-Completed Operations*<br>■ *Personal Injury and Advertising Injury Liability Coverage is included*<br>☐ *Hired Auto* ☐ *Non-Owned Auto*<br>■ *CERTIFICATE HOLDER is an Additional Insured*<br>☐ *Excluding:* | BO-11313085 | Eff. 06/22/2024<br>Exp. 06/22/2025 | Each Occurrence $ 1,000,000 Products Aggregate $ 2,000,000<br>General Aggregate $ 2,000,000<br>Medical Payments Limit $ 10,000 |
| Owners and Contractors Protective Liability | | Eff.<br>Exp. | Each Occurrence $<br>General Aggregate $ |
| Umbrella Liability | | Eff.<br>Exp. | Limit $ |
| Farmowners Liability Including Products<br>Business Pursuits ☐ Excluded ☐ Included | | Eff.<br>Exp. | Limit $<br>Type: Describe: |
| Other | | Eff.<br>Exp. | |

X Adam Johnson
Authorized Signature

4887
Agent Number

(517) 879-5171
Agent Phone Number

18 (01-19)

PROVIDE - CERTIFICATE HOLDER AND NAMED INSURED A COPY

# ORDINANCE NO. 2024-05

An Ordinance amending Chapter 22, Section 22-8 of the Code of Ordinances of the City of Jackson, Michigan by differentiating the confirmation requirements for local city streets and major street systems.

***THE PEOPLE OF THE CITY OF JACKSON ORDAIN:***

**Section 1. Purpose**

The Jackson City Council adopts this ordinance amendment to Chapter 22, Section 22-8, to establish the confirmation requirements for projects involving local streets and those projects involving major street systems.

**Section 2.**

That Chapter 22, Section 22-8 of the City of Jackson Code of Ordinances by amended to read as follows:

**Sec. 22-8. Hearing; action on roll.**

The city council sitting as a board of review shall review the special assessment roll and consider all objections and comments made at the public hearing. The city council may correct or amend such roll as to any assessment or description of property or any other matter appearing thereon. The city council may reject such assessment roll and the same proceedings shall be had in making a new roll as in the making of an original roll. If, after hearing all objections and comments and making any corrections to the special assessment roll it deems necessary the city council determines that assessments are in proportion to benefits derived or to be derived, it shall pass a resolution reciting said determination, confirming said roll and stating all of the following:

(a) The date upon which the first installment of the special assessment, if installment payments are allowed, is due and payable;

(b) The number of annual installments, which shall not exceed fifteen (15), in which the special assessment may be paid; and

(c) The rate of interest to be charged upon such annual installments.

If the public improvement consists of improvements to a local city street as defined under MCL 247.658, including repaving, resurfacing, and/or reconstruction of a local street and was originally commenced by resolution of the city council on its own initiative as provided in section 22-1, no original assessment roll shall be confirmed except by affirmative vote of six (6) members of the city council if prior to such confirmation, written objections to the proposed improvement have been filed with the city clerk by 5:00 p.m. on the date of the city council vote by the owners of more than fifty percent (50%) of the lots or parcels of land in the proposed special assessment district. Those lots or parcels which are exempt from taxation, and not subject to special assessment, shall be excluded from the percentage calculation. The provisions of this paragraph shall not apply to special assessments consisting of proposed improvements to the city's major street system.

The city council shall also authorize the city treasurer to collect the various amounts on the roll in accordance with the resolution. Such roll shall have the date of confirmation by the city council endorsed thereon by the city clerk, and shall be final and conclusive for the purpose of the public improvement to which it pertains.

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

The foregoing Ordinance No. 2024-05 was adopted by Jackson City Council on July 16, 2024 and a summary was published on July 21, 2024.

_____ _____

Andrea Muray, City Clerk Daniel Mahoney, Mayor

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Adoption of Water System Revenue Bond Ordinance

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**Recommendation:**

Adoption of Water System Revenue Bond Ordinance

Attached is a memo from Michael Osborn regarding the above Ordinance. The Ordinance approves the issuance of the City of Jackson $3.5 million Water System Junior Lien Revenue Bonds, Series 2024 (LTGO) which will be sold through the Michigan Finance Authority (MFA).

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

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

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

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

**DATE:** July 16, 2024

**RECOMMENDATION:** Adoption of Water System Revenue Bond Ordinance

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## ISSUE STATEMENT

The City applied for financial assistance through the Michigan Finance Authority (MFA) Drinking Water State Revolving Fund (DWSRF) loan program. The MFA subsequently approved the financing assistance through the DWSRF for the water projects (Water Distribution System) at an estimated project amount of $5.55 million, of which up to fifty percent will be paid for through a principal forgiveness American Rescue Plan Act (ARPA) Grant. The remainder will be paid with Water System Funds and a DWSRF loan, which will be evidenced by the bonds at an interest rate of 2.00% per annum. The exact amounts will not be determined until actual project bids and financing details are finalized.

The City Council adopted a Notice of Intent on December 12, 2023, for the sale of up to $12.5 million in bonds related to the State of Michigan's Drinking Water State Revolving Fund loan program. There was a 45-day referendum period following publication of that Notice of Intent, that has since passed, and the City is now prepared to adopt the Bond Ordinance that authorizes the issuance of those bonds.

The attached Water System Revenue Bond Ordinance, prepared by the City's bond counsel, Patrick McGow, details the provisions of that Ordinance. Both the Ordinance and Patrick McGow's cover letter are attached.

## DESCRIBE THE CONSEQUENCES

Issuance of the DWSRF bonds provides the City with the financial means to invest in critical infrastructure with the following benefits:

- up to 50% loan forgiveness
- Low-interest rates
- Ensures long-term financing
- Helps maintain and improve public health, economic development, and environmental

compliance.

If the DWSRF bonds are not approved, the much-needed infrastructure projects will not be completed at this time.

## OWNERSHIP

The Department of Public Works and the Finance Department are directly involved in the process of issuing debt securities, such as bonds. This includes:

- Reviewing offering documents
- Coordinating with underwriters and legal counsel
- Ensuring compliance with regulatory requirements

Once bonds are issued, Finance manages debt repayment, ensuring the City meets its debt service obligations. This involves budgeting for debt service payments, setting aside funds, and coordinating payments over the life of the debt.

## SOLUTION

We request this proposed “Water System Junior Lien Revenue Bonds, Series 2024 (LTGO) - Ordinance” be submitted for approval by the City Council. Taking advantage of this state program will allow the City to make needed water system improvements and benefit from principal loan forgiveness and lower interest rates.

## FACILITATE IMPLEMENTATION

The Department of Public Works and Finance Department will play a pivotal role in coordinating and facilitating the bond closing process, working collaboratively with the bond counsel and other departments, and engaging with state authorities to ensure a seamless and efficient closure.

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ATTACHMENTS

1. Bond Attorney Letter Jackson with DWSRF Bond Resolution
2. 2024 Bond Ordinance - DWSRF Water Junior Lien Revenue Bonds (LTGO)(42032353.2)

Founded in 1852
by Sidney Davy Miller

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

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

July 15, 2024

Ms. Heather Ehnis
Director of Finance
City of Jackson
161 West Michigan Avenue
Jackson MI 49201-1303

Re: City of Jackson, Michigan
Water System Junior Lien Revenue Bonds, Series 2024
(Drinking Water State Revolving Fund Project 7736-01)

Dear Heather:

I have enclosed a revised Ordinance authorizing the issuance of the above-captioned Water System Junior Lien Revenue Bonds to be considered for approval by the City Council at its meeting on July 16th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") Quarter 4B Drinking Water State Revolving Fund Program, scheduled to close on September 6th.

The Bond Ordinance authorizes the issuance of the Bonds in an amount not to exceed $3,500,000, based on the current project costs, less the estimated 50% ARPA grant funding, plus a contingency buffer. This revised Ordinance increased the maximum amount of the Bonds to $3,500,000 based on the recent issues with the 1st and 2nd place bidders providing incomplete bid information. At this point, it isn't clear whether EGLE will increase the grant amount or loan portions, but we have increased the maximum amount of the loan to provide the City with flexibility on the sizing. Again, the Ordinance provides flexibility for the actual size of the Bond issue to be reduced prior to closing based on the actual construction bids and final EGLE-approved costs.

The Bond Ordinance authorizes the issuance of the Series 2024 Bonds, which are payable from the Net Revenues of the City's Water Supply System. The Bonds are expected to be sold to the MFA and payable in 20 annual principal installments at an interest rate of 2.00%. The Bonds are being issued as junior lien bonds which are of equal standing with the Series 2023 Bonds issued in last year's DWSRF program.

The Bond is a junior lien revenue bond, payable from the Net Revenues of the System, to allow the City to potentially issue Senior Lien Bonds in the future. In addition, the Series 2024 Bonds also pledge the City's limited tax full faith and credit as backup security for payment of the

Series 2024 Bonds. This was done to satisfy the Michigan Finance Authority's investment grade requirements and to save issuance costs by not having to pay for a separate bond rating or investment credit letter for the Bonds.

The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bonds and all related documents, approve the final size of the Bonds and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933.

Pursuant to the Revenue Bond Act, the Ordinance may be adopted in one reading, regardless of any contrary provision in the City's ordinance adoption procedures. The Ordinance is required to be published once in full in your local newspaper (*Citizen Patriot*) after its adoption. There are no restrictions or requirements on the size of the publication, so it can be as small as possible. Upon adoption by the City Commission, we would appreciate receiving three (3) certified copies of the Ordinance and three (3) Affidavits of Publication of the Ordinance for bond transcripts.

There will be a conference call with MFA, EGLE and City officials on August 5th which we will participate in, to make final arrangements relating to the Bond terms. At that time, the final bond sizes will be determined, and we will prepare the necessary documents to be signed by various City officials after that date regarding the sale and delivery of the Bonds. The EGLE Order of Approval is expected to be issued on August 16th. The closing for the Bonds will be September 6th and the City can begin requesting draws on the Bonds after that date.

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

Very truly yours,

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

By: _____
Patrick F. McGow

Attachment
cc: Jonathan Greene
Chandra Willinger
Mike Osborn
Mike Gormely
Steve DiClaudio

42393190.2/043520.00073

**ORDINANCE NO. _____**
**CITY OF JACKSON**

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE WATER SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF JACKSON ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Adjusted Net Revenues" means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments.

(i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.

(ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.

(c) "Authority" means the Michigan Finance Authority or its successor.

(d) "Authorized Officers" means the Mayor, the City Manager, the Director of Finance and the City Clerk of the City.

(e) "Bonds" or "Senior Lien Bonds" means any bonds or series of bonds so designated and payable from Net Revenues, which are secured by a statutory first lien on

the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds secured by the statutory second lien established by this Ordinance, together with any additional Bonds of equal standing thereafter issued.

(f) "City" or "Issuer" means the City of Jackson, County of Jackson, State of Michigan.

(g) "EGLE" means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.

(h) "Engineers" means Fishbeck, Inc., and Hubbell, Roth & Clark, Inc.

(i) "Junior Lien Bonds" means Series 2024 Bond, the Outstanding Junior Lien Bonds and any additional bonds of equal standing with the Series 2024 Bond and the Outstanding Junior Lien Bonds which are secured by a statutory second lien on the Net Revenues and are junior and subordinate to the Senior Lien Bonds.

(j) "Outstanding Junior Lien Bonds" means the Series 2023 Bond.

(k) "Outstanding Ordinance" means Ordinance No. 2023-04 of the City.

(l) "Project" means the acquisition, construction, furnishing and equipping of improvements to the Water System of the City, replacement of water mains and service lines throughout the water distribution system, and water treatment plant improvements, including replacement of the backwash return storage tank, together with all related equipment, appurtenances and attachments.

(m) "Purchase Contract" means the Purchase Contract to be entered into between the Authority and the City relating to the purchase by the Authority of the Series 2024 Bond.

(n) "Revenues" and "Net Revenues" shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinances and this Ordinance.

(o) "Series 2023 Bond" means the Water System Junior Lien Revenue Bond, Series 2023 (Limited Tax General Obligation), dated July 17, 2023, in the outstanding principal amount of $4,137,000.

(p) "Series 2024 Bond" means the Water System Junior Lien Revenue Bond, Series 2024 (Limited Tax General Obligation), of the City in the principal amount of not to exceed $3,500,000 authorized by this Ordinance.

(q) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully

guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds or Junior Lien Bonds and the principal and redemption premium, if any, on the Bonds or Junior Lien Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds or Junior Lien Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(r) "Supplemental Agreement" means the supplemental agreement among the City, the Authority and the EGLE relating to the Series 2024 Bond.

(s) "System" means the Water System of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of not to exceed two percent (2.00%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be an amount not to exceed Five Million Five Hundred Fifty Thousand Dollars ($5,550,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2024 Bond, the City shall borrow the sum of not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000), and issue the Series 2024 Bond therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds and City funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Outstanding Ordinance shall apply to the Series 2024 Bond issued pursuant to this Ordinance, the same as though each of the provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of junior and subordinate standing and priority of lien to any Outstanding Senior Lien Bonds and of equal standing and priority of lien as to the Net Revenues with the Outstanding Junior Lien Bonds to finance the cost of acquiring additions, extensions and improvements to the System, additional bonds of junior and subordinate standing and priority of lien as to any Outstanding Senior Lien Bonds and of equal standing and priority of lien as to the Outstanding Junior Lien Bonds for such purpose being authorized by the provisions of the Outstanding Ordinance, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2024 Bond; Details. The Series 2024 Bond of the City, to be designated WATER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2024 (LIMITED TAX GENERAL OBLIGATION) is authorized to be issued in the aggregate principal sum of not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000) or such lesser amount as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2024 Bond. The Series 2024 Bond shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that the Series 2024 Bond shall be junior and subordinate to the prior lien with respect to the Net Revenues of any Senior Lien Bonds hereafter issued.

The Series 2024 Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2024 Bond and approved by the Authority and an Authorized Officer. Principal installments of the Series 2024 Bond shall be payable on October 1 of the years 2026 through 2045, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2024 Bond shall be payable on April 1 and October 1 of each year, commencing April 1, 2025 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2024 Bond and the payment dates and amounts of principal installments of the Series 2024 Bond shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2025 and the final principal installment shall be due no later than October 1, 2048 and that the total principal amount shall not exceed $3,500,000.

The Series 2024 Bond shall bear interest at a rate of not to exceed two percent (2.00%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2024 Bond in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2024 Bond is expected to be drawn down by the City periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the City.

The Series 2024 Bond shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2024 Bond shall be payable as provided in the Series 2024 Bond form in this Ordinance.

The Series 2024 Bond shall be subject to optional redemption by the City with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the City of all outstanding principal of and interest on the Series 2024 Bond, the Authority shall deliver the Series 2024 Bond to the City for cancellation.

Section 6. Execution of Series 2024 Bond. The Series 2024 Bond shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City or facsimile thereof impressed thereon. The Series 2024 Bond bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond or Junior Lien Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond or Junior Lien Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the City shall execute and the transfer agent shall authenticate and deliver a new Bond or Junior Lien Bond, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The City shall not be required (i) to issue, register the transfer of or exchange any Bond or Junior Lien Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2024 Bond contained in Section 18 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond or Junior Lien Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds or Junior Lien Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on the books of the Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall

have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2024 Bond; Security; Priority of Lien. Any Junior Lien Bonds issued hereunder, including the Series 2024 Bond, and the interest thereon shall be payable primarily from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Senior Lien Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2024 Bond) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Senior Lien Bonds hereafter issued.

In addition, for the Series 2024 Bond being sold to the Authority, the City hereby pledges its limited tax full faith and credit for the payment of the principal of and interest on the Series 2024 Bond. Should the Net Revenues of the System at any time be insufficient to pay the principal of and interest on the Series 2024 Bond as the same become due, then the City shall advance from any funds available therefor, or, if necessary, levy taxes upon all taxable property in the City, subject to constitutional, statutory and charter tax limitations, such sums as may be necessary to pay the principal and interest. The City shall be reimbursed for any such advance from the Net Revenues of the System subsequently received which are not otherwise pledged or encumbered by this Ordinance.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentences, the statutory lien shall be terminated with respect to that series of Bonds or Junior Lien Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds or Junior Lien Bonds of that series shall no longer be considered to be outstanding under the Outstanding Ordinance or this Ordinance.

Section 9. Bondholders' Rights; Receiver. The holder or holders of the Bonds or Junior Lien Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds or the Junior Lien Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The holder or holders of the Bonds and the Junior Lien Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the Junior Lien Bonds and the security therefor.

Section 10. Management; Fiscal Year. The operation, repair and management of the System and the acquisition and construction of the Project shall be under the supervision and control of the City Council. The City Council, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Council may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The fiscal year of the System shall be the fiscal year of the City.

Section 11. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 12. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 13. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds and the Junior Lien Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. The funds and accounts established by the Outstanding Ordinance are hereby continued, the flow of funds established by the Outstanding Ordinance, is hereby continued, and the applicable sections of the Outstanding Ordinance, relating to funds and accounts and flow of funds are incorporated herein by reference as if fully set forth.

Section 15. Bond Proceeds. The proceeds of the sale of the Series 2024 Bonds shall be deposited in a bank or banks, designated by the City, qualified to act as depository of the proceeds of sale under the provisions of Act 94, in an account designated 2024 WATER SYSTEM PROJECT CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project, including any engineering, legal and other expenses incident thereto and to the financing thereof.

Section 16. Bond Form. The Series 2024 Bond shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

**UNITED STATES OF AMERICA**
**STATE OF MICHIGAN**
**COUNTY OF JACKSON**

**CITY OF JACKSON**

**WATER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2024**
**(LIMITED TAX GENERAL OBLIGATION)**

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars ($_____)

DATE OF ORIGINAL ISSUE: August 28, 2024

The CITY OF JACKSON, County of Jackson, State of Michigan (the "City"), for value received, hereby promises to pay, primarily out of the hereinafter described Net Revenues of the City's Water System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than $_____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on the principal installments from the date each installment is delivered to the holder hereof until paid at the rate of two percent (2.00%) per annum. Interest is first payable April 1, 2025 and semiannually thereafter and principal is payable on the first day of October commencing October 1, 202_ (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional Bonds of the City hereafter issued by the City, as set forth in the Ordinances (hereinafter defined). The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the City's Water System Revenue Bonds (Limited Tax General Obligation), Series 2023 (the "Outstanding Junior Lien Bonds") and any additional bonds hereafter issued by the City of equal standing and priority with the Outstanding Junior Lien Bonds. The City has reserved the right to issue such additional Bonds which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of

their interest in and lien upon the Net Revenues upon the issuance of Bonds subsequent to the delivery of the bonds of this issue.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. ___ (the "Ordinance") and the prior ordinance authorizing the issuance of the Outstanding Junior Lien Bonds (together, the "Ordinances"), duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinances.

This bond is primarily a self-liquidating bond, payable, both as to principal and interest, primarily from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory second lien hereinbefore mentioned. As additional security, the Issuer has pledged its limited tax full faith and credit for payment of the principal of and interest on the bonds of this issue, which includes the Issuer's obligation to levy taxes, if necessary, within applicable constitutional, statutory and charter tax limitations.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, the Outstanding Junior Lien Bonds, any additional Bonds, and any additional Junior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including a bond reserve account, if any) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinances.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinances, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Jackson, County of Jackson, State of Michigan, by its City Council has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

**CITY OF JACKSON**

By_____
Mayor

(Seal)

Countersigned:

By_____
City Clerk

EGLE Project Number: 7736-01
EGLE Approved Amt: $_____

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

| Principal Installment Due on | Amount of Principal Installment |
|---|---|
| October 1, 2025 | $105,000 |
| October 1, 2026 | 150,000 |
| October 1, 2027 | 150,000 |
| October 1, 2028 | 155,000 |
| October 1, 2029 | 155,000 |
| October 1, 2030 | 160,000 |
| October 1, 2031 | 165,000 |
| October 1, 2032 | 165,000 |
| October 1, 2033 | 170,000 |
| October 1, 2034 | 175,000 |
| October 1, 2035 | 180.000 |
| October 1, 2036 | 180,000 |
| October 1, 2037 | 185,000 |
| October 1, 2038 | 190,000 |
| October 1, 2039 | 190,000 |
| October 1, 2040 | 195,000 |
| October 1, 2041 | 200,000 |
| October 1, 2042 | 205,000 |
| October 1, 2043 | 210,000 |
| October 1, 2044 | 215,000 |

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.00% per annum, payable April 1, 2025, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 17. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2024 Bond to the Authority because the Drinking Water State Revolving Fund financing programs provide significant interest savings to the City compared to competitive sale in the municipal bond market and the availability of grant funds and principal forgiveness. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2024 Bond with the Authority. The actions taken by the Authorized Officers with respect to the Series 2024 Bond prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2024 Bond for the Drinking Water State Revolving Fund. Prior to the delivery of the Series 2024 Bond to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2024 Bond contained in Section 16 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 18. Covenant Regarding Tax Exempt Status of the Bonds. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2024 Bond from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2024 Bond proceeds and moneys deemed to be Bond proceeds.

Section 19. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 20. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2024 Bond issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2024 Bond shall not exceed two percent (2.00%) per annum, and the Series 2024 Bond shall mature in not more than twenty (20) annual installments.

Section 21. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 23. Publication and Recordation. This Ordinance shall be published in full in the *Citizen Patriot*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 24. Effective Date. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 16th day of July, 2024.

Signed_____
Mayor

Signed_____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Jackson, County of Jackson, Michigan, at a regular meeting held on July 16, 2024, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

I further certify that the following Members were present at the meeting: _____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of the Ordinance, and that the motion was supported by Member _____.

I further certify that the following Members voted for adoption of the Ordinance: _____ and that the following Members voted against adoption of the Ordinance: _____.

I further certify that the Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

_____
City Clerk

42032353.2/043520.00073

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Approve a Resolution for the Grant Agreement with the Michigan Department of Environment, Great Lakes and Energy

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**Recommendation:**

Approval of a resolution to enter into the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the American Rescue Plan - State Revolving Fund and authorize the Director of Public Works and City Clerk to execute the appropriate documents.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

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

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve a resolution to enter into the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the American Rescue Plan State Revolving Fund and authorize the Director of Public Works and City Clerk to execute the appropriate documents.

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## ISSUE STATEMENT

Attached is a resolution for the City Council's approval to enter into the grant agreement with EGLE for the American Rescue Plan Grant for the Drinking Water State Revolving Fund (DWSRF) Jackson Water Main Replacement Project.

## DESCRIBE THE CONSEQUENCES

The DWSRF, EGLE project #A7736-01, total estimated project cost is $5,550,000 and shall be funded using an American Rescue Plan Act (ARPA) Grant combined with a DWSRF Loan – Water System Revenue Bonds and Water System Funds. The grant is estimated at up to fifty percent of the project cost. If the Council decides not to enter into this grant agreement, the City will lose all funding for the project, and the Jackson Water Main Project will not proceed.

## OWNERSHIP

On June 24, 2022, the City Council adopted the resolution for Fishbeck to prepare the project plan as part of the City's DWSRF loan application. The DWSRF is a low-interest loan-financing program with possible principal forgiveness and/or grant funding that assists qualified municipalities in the construction and capital improvements needed for their water system infrastructure. As part of the State of Michigan's DWSRF Intended Use Plan for Fiscal Year 2024, released in September 2023, the City was within the fundable range to take advantage of this program with significant grant funding.

The City of Jackson's water distribution system is comprised of hundreds of miles of water mains, some of which are over a hundred years old. These antiquated water mains are undersized and no longer meet the standard diameter for water mains to deliver the necessary water flow pressure throughout the distribution system. Through the previously adopted

DWSRF project plan, the City will replace several undersized water mains to ensure the distribution system continues delivering reliable services to our customers.

The Jackson Water Main Replacement Project includes the installation of an estimated 5,775 feet of water main and 97 lead services along N. Park Ave from E. Ganson St to Burr St, Pigeon St from Wren St to Moore St, S. Pleasant St from Pringle Ave to Deyo St, Quarry St from N. Park Ave to Harris St, Seventh St from Christy to Carlton Blvd, Virginia St from N Waterloo St to the 800 Block, Warwick Ct from Martin Luther King Jr Dr to S Cooper St, Wilkins St from Martin Luther King Jr Dr to New York, Woodward Ave from Edward St to A St, Wren St from Pigeon St to Martin St.

## SOLUTION

Approval of this resolution would allow the City to utilize the DWSRF loan program and provide the City's water distribution system with the opportunity to make much-needed improvements to its aging infrastructure at a reduced cost using the available grant funding. These improvements to the City's water system will increase equipment life, reduce operation and maintenance costs, and provide a greater level of reliability to all of the users on our system.

## FACILITATE IMPLEMENTATION

Recommend approval of the attached resolution to enter into the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the American Rescue Plan State Revolving Fund and authorize the Director of Public Works and City Clerk to execute the appropriate documents.

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ATTACHMENTS

1. EGLE ARP-SRF Grant Agreement Resolution FY24
2. Jackson DWSRF 7736-01 EGLE ARPA Grant Agreement Draft

# RESOLUTION

BY CITY COUNCIL:

WHEREAS, the City of Jackson wishes to construct improvements to its existing distribution system; and

WHEREAS, the water system improvements project formally adopted on June 14, 2022, will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City has received an American Rescue Plan – State Revolving Fund grant in the estimated amount up to fifty-percent of the project cost; and

WHEREAS, the grant agreement for project number A7736-01 has been prepared for this project by the Michigan Department of Environment, Great Lakes and Energy and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the project cost is $5,550,000 with the American Rescue Plan grant share being an estimated amount up to fifty-percent of the project cost and the remaining to be funded with City's DWSRF loan share and Water System Funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve entering into the grant agreement for project number A7736-01 with the Michigan Department of Environment, Great Lakes and Energy; and

BE IT FURTHER RESOLVED that the City Council does authorize the Director of Public Works 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 16th day of July, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 17th day of July, 2024.

_____
Andrea Muray, City Clerk

# **AMERICAN RESCUE PLAN – STATE REVOLVING FUND** GRANT AGREEMENT (ARP FUNDED)

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND **CITY OF JACKSON**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **City of Jackson** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022 and/or P.A. 119 of 2023. This Agreement is subject to the terms and conditions specified herein.

**PROJECT INFORMATION:**

| | |
|---|---|
| Project Name: City of Jackson | Project #: A7736-01 |
| Amount of grant: $ | 100 % of grant federal funding |
| Amount of DWSRF loan: $ | PROJECT TOTAL: $ |
| Start Date: 3/3/2021 | End Date: Administrative Completion of DWSRF Loan No. 7736-01 or September 15, 2026, whichever is first |

**FISCAL RECOVERY FUND (FRF) ITEMS:**

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury CFDA Number and Name: 21.027

FAIN Number: SLFRP0127 Research and Development Award: ☐ Yes ☒ No

SLFRF Category: _____ SLFRF Short Name: _____

Major Program: ARPDW

**GRANTEE CONTACT INFORMATION:**

Name/Title: Michael Osborn, Director of Public Works

Organization: City of Jackson

Address: 161 West Michigan Avenue

City, State, ZIP: Jackson, Michigan 49201

Phone Number: 517-768-6142

E-Mail Address: mosborn@cityofjackson.org

Federal ID: 39-6004701

Grantee UEI Number: U5EKBJE6C263

SIGMA Vendor Number: CV0047881

**STATE'S CONTACT INFORMATION:**

Name/Title: Jenna Beverly, Project Manager

Division/Bureau/Office: Water Infrastructure Funding and Financing Section, Finance Division

Address: 525 West Allegan

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-331-0463

E-Mail Address: BeverlyJ3@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

| | Michael Osborn, Director of Public Works | |
|---|---|---|
| Signature | Name/Title | Date |

**FOR THE STATE:**

| | Kelly Green, Administrator | |
|---|---|---|
| Signature | Name/Title | Date |

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## I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

| Reporting Period | Due Date |
|---|---|
| January 1 – March 31 | April 15 |
| April 1 – June 30 | July 15 |
| July 1 – September 30 | October 10* |
| October 1 – December 31 | January 15 |

*****Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the



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quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

## V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

**A)** Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier)

(ii) Subrecipient's unique entity identifier

(iii) Federal Award Identification Number (FAIN)

(iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency

(v) Subaward Period of Performance Start and End Date

(vi) Subaward Budget Period Start and End Date

(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient

(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation

(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement

(xiii) Identification of whether the award is R&D; and

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

**B)** Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

**C)** Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

**D)** Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

**E)** Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

**F)** Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

**G)** Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

**H)** 200.333 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

## IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

## XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: https://www.sam.gov/SAM.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

## XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

(A) (2 CFR 200.501) Audit required. A non-federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part

(B) (2 CFR 200.508) Auditee requirements:

a. Procure or otherwise arrange for the audit, if required.
b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
c. Promptly follow up and take corrective action on the audit findings.
d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

## XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

## XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

## XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after

written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

## XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

## XXIV. STATUTARY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

(1) To respond to the COVID-19 public health emergency or its negative economic impacts

(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work

(3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency

(4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

## XXV. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury."

**Use of Funds Restrictions:**
First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform

Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

## PROGRAM-SPECIFIC BOILERPLATE

### XXVI. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

### XXVII. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over $2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

## FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded $6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1 for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

DRAFT

## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

**Project Overview:**

**EGLE approved estimated project costs include:**

| Task | Budget |
|---|---|
| Asset Management Program / Fiscal Sustainability Costs | $ |
| Planning Costs | $ |
| Rate Methodology Development Costs | $ |
| Design Engineering Costs | $ |
| Legal/Financial Service Fees | $ |
| Administrative Costs | $ |
| Bond Counsel Fees | $ |
| Bond Advertisement Costs | $ |
| Bid Advertisement Costs | $ |
| Capitalized Interest | $ |
| Land Acquisition/Relocation Costs | $ |
| Land Purchase Costs | $ |
| Construction Engineering Costs | $ |
| Construction Costs (bid contracts) | $ |
| Construction Costs (force account) | $ |
| Equipment Costs | $ |
| Other Project Costs | $ |
| Contingencies | $ |
| LESS Other Sources of Funding ( ) | ($ ) |
| **DWSRF Eligible Project Cost Subtotal** | **$** |
| **DWSRF Loan No. 7736-01 Amount** | **($ )** |
| **Total Grant Amount*** | **$** |

*ARP-SRF grant funds cannot exceed $20 million per project.

DRAFT

Indirect costs are not allowed under this agreement.

Based upon guidance governing ARPA funding, EGLE has determined that all work pertaining to this project, including any sub-grantee activity, must be completed by September 15, 2026.

**Program-specific Requirements:**

The ARP-SRF grant provides assistance related to DWSRF Loan No. 7736-01. Therefore, in addition to the requirements in this Agreement, the requirements for the DWSRF loan apply to the ARP-SRF grant; reference the conditions in the loan documents.

The project scope for the ARP-SRF grant and the DWSRF loan are the same; eligible project costs will be disbursed for the ARP-SRF grant until those awarded funds are exhausted, and the remainder of the eligible project costs will be financed through the DWSRF loan, up to the Order of Approval (OOA) amount. Applicants will ensure there is no overlap in funding/financing sources when requesting reimbursement.

**Grant Administration and Close Out:**

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the State Revolving Fund (SRF) Request for Disbursement of Funds (DR) Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each quarterly reporting period. The Grantee may submit reports more frequently but must be no less than quarterly.

The Grantee will submit for reimbursement on the SRF Disbursement Request Form, and EGLE will convert it to the standard grant Financial Status Report Form for internal processing purposes.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds. The Grantee shall submit the final status report, including the SRF DR Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the grant-funded portion of the project or the end date of the agreement, whichever occurs first.

Grantee may be required to repay a portion of the grant if project costs come in under budget. The overall grant/loan percentage must be retained through project completion. Any grant costs that exceed the original grant/loan percentage can be applied to the loan up to the final loan amount.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLEs website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

DRAFT

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Adopt a Resolution of Tentative Award of Contract for Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacement.

---

**Recommendation:**

Adopt a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacement to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of $4,599,515.62, and authorization for the City Clerk to execute the appropriate document(s).

Attached is a report from Troy White, Assistant City Engineer, requesting adoption and approval of the resolution above.

I recommend approval. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** Troy White, Engineer

**DATE:** July 16, 2024

**RECOMMENDATION:** Adopt a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacement to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of $4,599,515.62, and authorization for the City Clerk to execute the appropriate document(s).

---

## ISSUE STATEMENT

The City has approximately 169 miles of water mains of which over 99 miles are antiquated cast iron pipe. Over five miles of the antiquated water mains are undersized four-inch pipe which negatively impacts operating pressure, fire flows and water quality. In 2022 the City secured state DWSRF funding and associated federal grant funding to upgrade these four-inch mains in multiple phases. When the water mains are replaced, all lead service lines attached to those mains will be replaced in their entirety to meet the requirements of the Lead Copper Rule.

## DESCRIBE THE CONSEQUENCES

If the water main replacement project is not approved, the four-inch cast iron pipes will remain in the water system to deteriorate further.

The Engineer's estimate for this project was $3,727,682.20. On June 25, 2024 bids were opened in the Purchasing Department and are as follows:

| Company | Bid |
|---|---|
| Dunigan Brothers, Inc., Jackson, MI | $4,599,515.62 |
| Hoffman Brothers, Battle Creek, MI | $5,063,646.70 |

This project will be paid for by a combination of City Water Funds, and grant of federal American Rescue Plan Act funds and bonding through the State of Michigan Drinking Water State Revolving Fund (DWSRF). Because the federal grant is funding a portion of this project, federal requirements are applicable to the bidding process and the performance of the work by the successful bidder.

Two other bids were received that did not meet the federal requirements associated with the grant funding for this project. Therefore, those bids are ineligible for the grant funding and have been rejected as incomplete.

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 |
|---|---|---|---|---|---|---|
| Dunigan Brothers | 19.97 | 25 | 25 | 15 | 10 | 94.97 |
| Hoffman Brothers | 18.14 | 25 | 25 | 15 | 10 | 93.14 |

## OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's infrastructure - including the water distribution system. To this end, Engineering has developed this project to replace antiquated and undersized four-inch water mains and associated lead service lines within the City's water distribution system.

## SOLUTION

Engineering proposes that the existing 4-inch water main on each street in this project be replaced with an 8-inch water main pipe.

The streets in this project are: Park from Burr to Ganson; Pigeon from Wren to Moore; Pleasant from Pringle to Deyo; Quarry from Park to Harris; Seventh from Christy to Carlton; Virginia from Waterloo to the 800 block; Warwick Court from MLK to Cooper; Wilkins from MLK to NY Alley; Woodward from Edward to A Street; and Wren from Pigeon to Martin.

## FACILITATE IMPLEMENTATION

Adopt a Resolution for Tentative Award for the Contract for the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacement to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of $4,599,515.62, and authorization for the City Clerk to execute the appropriate document(s).

---

ATTACHMENTS

1. 25-01_DWSRF PH 2 WM_Resolution of Tentative Award_REVISED

# A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

**WHEREAS**, the City of Jackson wishes to construct improvements to its existing water distribution system; and

**WHEREAS**, the water system improvements project formally adopted on June 14, 2022, will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

**WHEREAS**, the City of Jackson has sought and received construction bids for the proposed improvements as the DWSRF Phase 2 Water Main Replacement and has received a low bid in the amount of $4,599,515.62 from Dunigan Brothers, Inc.; and

**WHEREAS**, the project engineer, Hubbell, Roth & Clark, Inc., has recommended awarding the contract to the low qualified bidder.

**NOW THEREFORE BE IT RESOLVED**, that the City of Jackson tentatively awards the contract for construction of the proposed water system improvements project to Dunigan Brothers, Inc., contingent upon successful financial arrangements with the DWSRF.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council at a regular meeting held on July 16, 2024. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Transportation Asset Management Plan.

---

**Recommendation:**

Accept the Transportation Asset Management Plan.

Attached is a report from Jon Dowling, City Engineer requesting acceptance of the Transportation Asset Management Plan.

I recommend acceptance. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** Jon Dowling, Engineer

**DATE:** July 16, 2024

**RECOMMENDATION:** Accept the Transportation Asset Management Plan.

---

## ISSUE STATEMENT

The City of Jackson is required by law to develop a Transportation Asset Management Plan (TAMP).

## DESCRIBE THE CONSEQUENCES

If the TAMP is not approved by October 1, 2024, the state of Michigan can stop the Act 51 payments to the City of Jackson.

## OWNERSHIP

Engineering is responsible for the road, bridge, culvert and traffic signal assets in the City of Jackson.

## SOLUTION

Engineering has developed a TAMP for the City. The plan is being provided to the City Council in July so they have the opportunity to review it prior to adopting a resolution in August to adopt the TAMP.

## FACILITATE IMPLEMENTATION

Accept the Transportation Asset Management Plan.

---

ATTACHMENTS

1. Engineering Tr Asset Mgmt Plan att




# City of Jackson 2024 Transportation Asset Management Plan

A plan describing the City of Jackson's transportation assets and conditions.

*Prepared by:*
City of Jackson, Engineering
Troy R. White, P.E.
517-788-4160

CITY OF JACKSON MICHIGAN

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# EXECUTIVE SUMMARY

As conduits for commerce and connections to vital services, roads and bridges are some of the most important assets in any community, and other assets like culverts, traffic signs, traffic signals, and utilities support and affect roads and bridges. The City of Jackson's (COJ) roads, bridges, and support systems are also some of the most valuable and extensive public assets, all of which are paid for with taxes collected from ordinary citizens and businesses. The cost of building and maintaining these assets, their importance to society, and the investment made by taxpayers all place a high level of responsibility on local agencies to plan, build, and maintain roads, bridges, and support assets in an efficient and effective manner. This asset management plan is intended to report on how COJ is meeting its obligations to maintain the public assets for which it is responsible.

This plan identifies COJ's assets and condition and how COJ maintains and plans to improve the overall condition of those assets. An asset management plan is required by Michigan Public Act 325 of 2018, and this document represents fulfillment of COJ's obligations towards meeting these requirements. However, this plan and its supporting documents are intended to be much more than a fulfillment of required reporting. This asset management plan helps to demonstrate COJ's responsible use of public funds by providing elected and appointed officials as well as the general public with the inventory and condition information of COJ's assets, and it gives taxpayers the information they need to make informed decisions about investing in COJ's essential transportation infrastructure.

# INTRODUCTION

Asset management is defined by Public Act 325 of 2018 as “an ongoing process of maintaining, preserving, upgrading, and operating physical assets cost effectively, based on a continuous physical inventory and condition assessment and investment to achieve established performance goals”. In other words, asset management is a process that uses data to manage and track assets, like roads and bridges, in a cost-effective manner using a combination of engineering and business principles. This process is endorsed by leaders in municipal planning and transportation infrastructure, including the Michigan Municipal League, County Road Association of Michigan, the Michigan Department of Transportation (MDOT), and the Federal Highway Administration (FHWA). The City of Jackson is supported in its use of asset management principles and processes by the Michigan Transportation Asset Management Council (TAMC), formed by the State of Michigan.

Asset management, in the context of this plan, ensures that public funds are spent as effectively as possible to maximize the condition of the road and bridge network. Asset management also provides a transparent decision-making process that allows the public to understand the technical and financial challenges of managing transportation infrastructure with a limited budget.

The City of Jackson (COJ) has adopted an “asset management” business process to overcome the challenges presented by having limited financial, staffing, and other resources while needing to meet road users’ expectations. COJ is responsible for maintaining and operating over 155.354 centerline miles of roads and 15 bridge structures. It is also responsible for 1 culvert and 42 signals.

This 2024 plan identifies COJ’s transportation assets and their condition as well as the strategy that COJ uses to maintain and upgrade particular assets given COJ’s condition goals, priorities of network’s road users, and resources. An updated plan is to be released approximately every three years both to comply with Public Act 325 and to reflect changes in road conditions, finances, and priorities.

Questions regarding the use or content of this plan should be directed to Troy R. White, P.E., at 161 W. Michigan Avenue, Jackson, Michigan 49201or at 517-788-4160.A copy of this plan can be accessed on our website at https://www.cityofjackson.org/.

# 1. PAVEMENT ASSETS



COJ is responsible for 155.354 centerline miles of public roads. An inventory of these miles divides them into different network classes based on road purpose/use and funding priorities as identified at the state level: city major road network, which is prioritized for state-level funding, and city local road network.

## Inventory of Assets

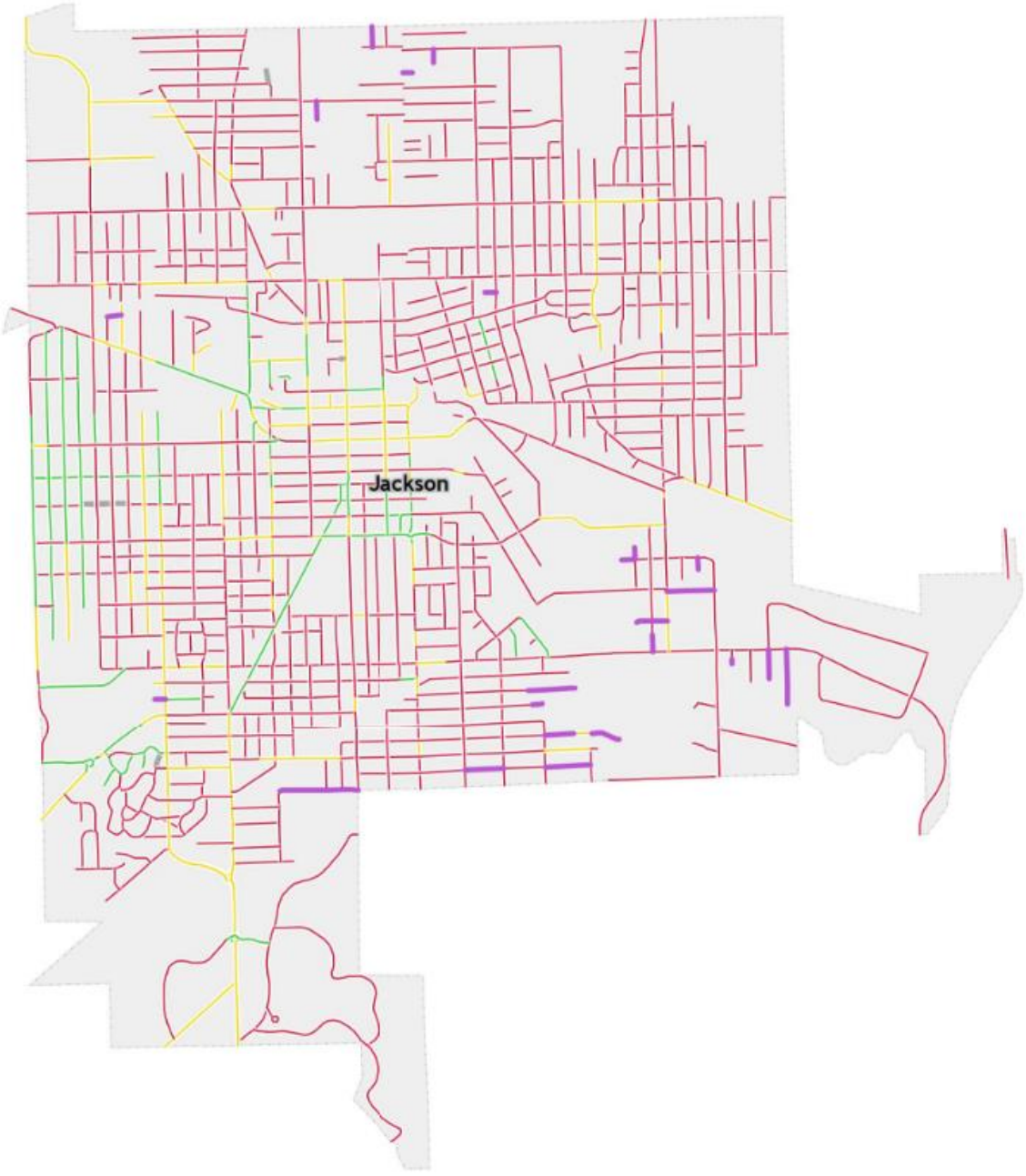



Figure 1: Map showing location or roads managed by COJ and the current condition for paved roads in green for good (PASER 10, 9, 8), yellow for fair (PASER 7, 6, 5), and red for poor (PASER 4, 3, 2, 1) and for unpaved roads in purple.

Of COJ's 155.354 miles of road, 55.568 miles are classified as city major and 99.786 miles are classified as city local (Figure 1identifies these paved roads in green, yellow, and red with the colors being determined based on the road segment's condition). COJ also manages 5.707 miles that are classified as part of the National Highway System (NHS); the NHS is subject to special rules and regulations and has its own performance metrics dictated by the FHWA. In addition, COJ has 2.352 miles of unpaved roads (Figure 1 identifies these unpaved roads in blue).

More detail about these road assets can be found in COJ's Roadsoft database or by contacting COJ.

### *Types*

COJ has multiple types of pavements in its jurisdiction, including asphalt, sealcoat, concrete, brick/block, and undefined; it also has unpaved roads (i.e., gravel and/or earth). Figure 2 shows a breakdown of these pavement types for all of COJ's road assets.

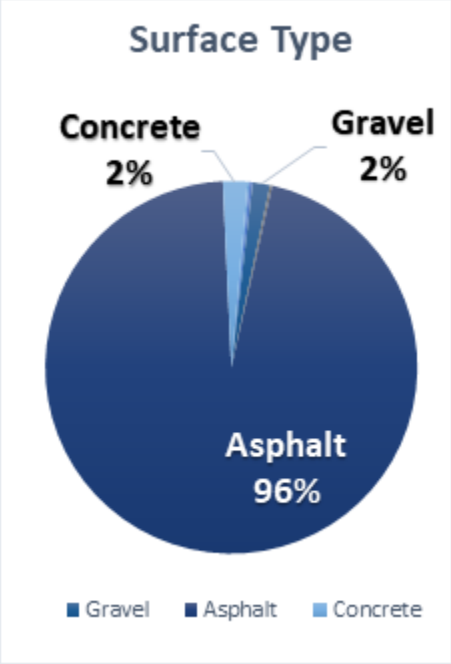



Figure 2: Pavement type by percentage maintained by COJ. Undefined pavements have not been inventoried in COJ's asset management system to date but will be included as data becomes available.

# Condition, Goals, and Trend

### *Paved Roads*

Paved roads in Michigan are rated using the Pavement Surface Evaluation and Rating (PASER) system, which is a 1 to 10 scale with 10 being a newly constructed surface and 1 being a completely failed surface. PASER scores are grouped into TAMC definition categories of good (8-10), fair (5-7), and poor (1-4) categories. COJ collects PASER data every two years on 100 percent of those portions of its city major and city local networks that are eligible for federal funding. In addition, COJ uses consultants to collect PASER data on its city major and city local networks that are not eligible for federal funding when possible.

Currently, the city major network has 16% of its roads in good condition, 59% in fair condition, and 24% in poor condition, and the city local network has an estimated 7% of its roads in good condition, 5% in fair condition, and 85% in poor condition (Figure 3 and Figure 4) 3% is unrated. COJ's long-range goal for the city major network is to have 20% of roads in good condition, 60% in fair condition, and 20% in poor condition, and for the city local network is to have 10% of roads in good condition, 10% in fair condition, and 80% in poor condition (Figure 3 and Figure 4). Figure 3 and Figure 4 illustrate the historical and current condition (solid bars) of COJ's city major and city local networks, respectively; they also illustrate the projected trend (shaded bars), the overall trend in condition (trendlines), and COJ's goal (final solid bar).

Figure 3: city major network condition, goals, and trend

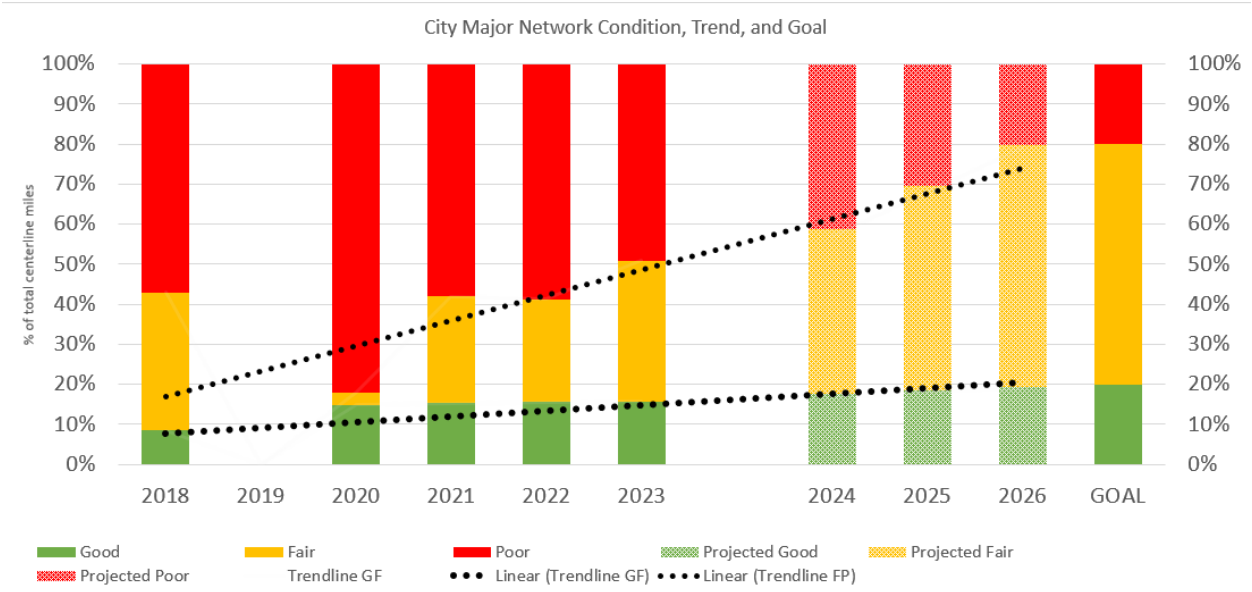
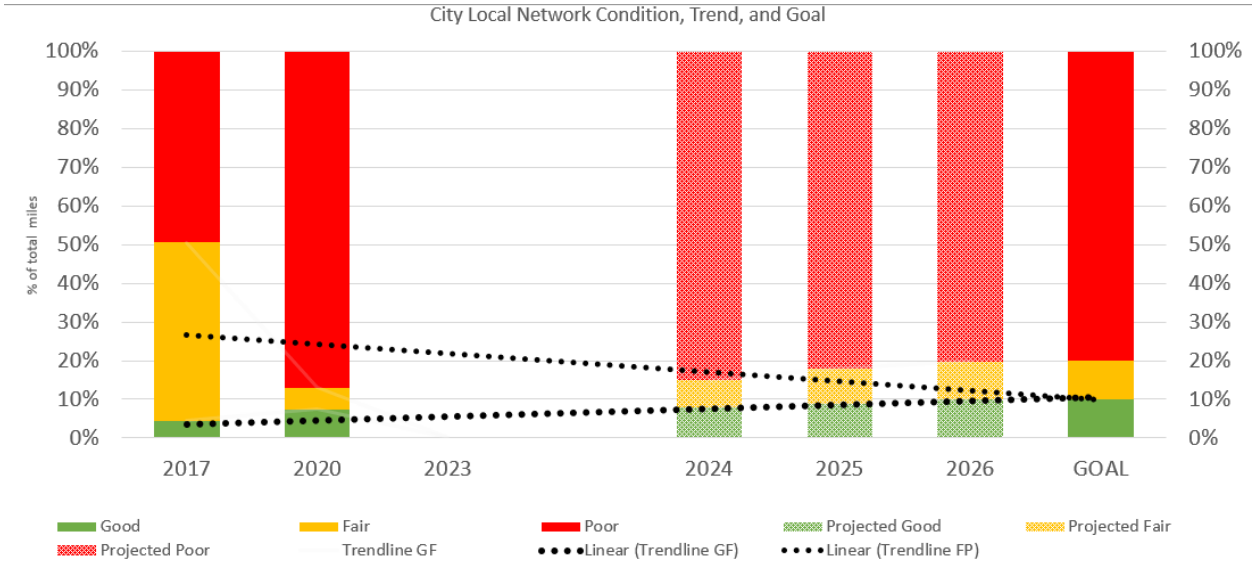


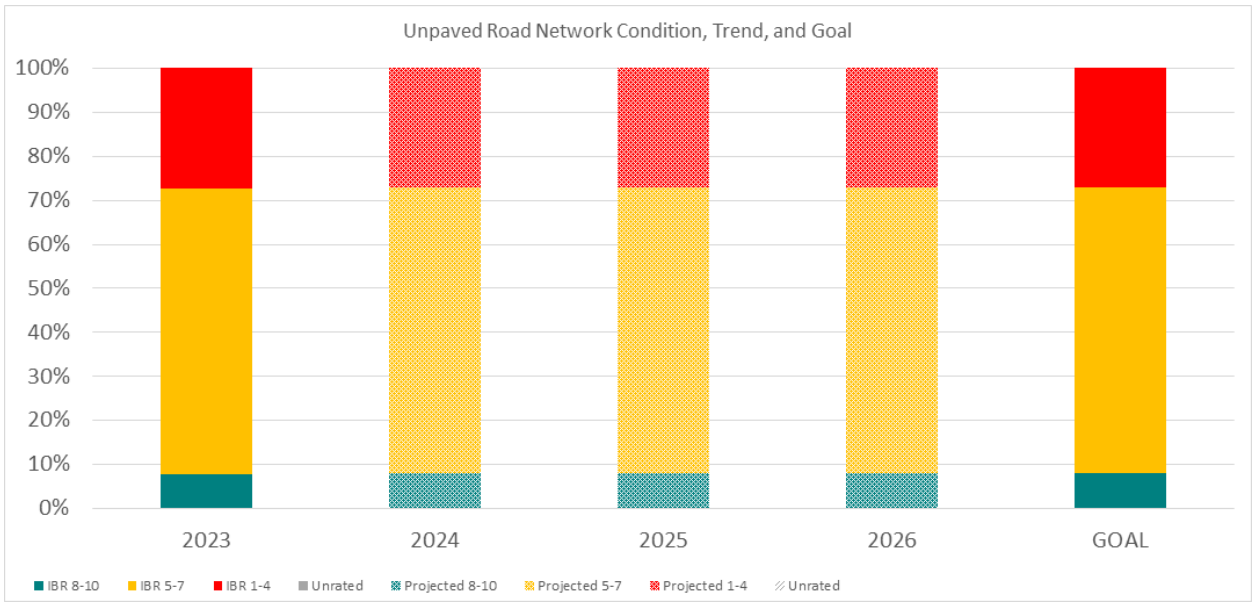
Figure 4: city local network condition, goals, and trend




## *Unpaved Roads*

Unpaved roads rated with the Inventory-based Rating System™ receive an IBR number ranging from 1 to 10, with a 9 or 10 (less than one year old) having good surface width, good or fair drainage, and good structural adequacy and a 1 having poor surface width, poor drainage, and poor structural adequacy. IBR numbers can be grouped in a similar fashion as the TAMC definitions into good (8-10), fair (5-7), and poor (1-4) categories. Figure 5 illustrates the historical and/or current condition (solid bar[s]), the projected trend (shaded bars), and COJ's goal (final solid bar).

Figure 5: Distribution of IBR numbers for current condition (solid) and for goals (dotted)



# Modelled Trends, Gap Analysis, and Planned Projects

**Table 1: NCPP Modelled Trends, Planned Projects, and Gap Analysis for 's Road Assets**

**City Major (<55.568 miles)**

| Treatment | Average Yearly Miles of Treatment | Years of Life | Mile-Years | Planned Projects | | Additional Work Necessary to Overcome Deficit | |
|---|---|---|---|---|---|---|---|
| | | | | Average Yearly Miles of Treatment | Mile-Years | Miles of Treatment | Mile-Years |
| Crack Seal | 4 | 1 | 4 | 4 | 4 | 5 | 5 |
| Patch | 2 | 7 | 14 | 2 | 14 | 4 | 28 |
| Single-course mill & fill | 1 | 13 | 13 | 1 | 13 | 19 | 247 |
| Reconstruction | 0 | 25 | 0 | 1 | 25 | 13 | 325 |
| Crush & Shape | 0 | 8 | 0 | 0 | 0 | 6 | 48 |
| Total | | | 31 | | 56 | | 653 |
| Gap Analysis: (Deficit)/Surplus | | | 25 | | 50 | | (594) |

**City Local (99.786 miles)**

| Treatment | Average Yearly Miles of Treatment | Years of Life | Mile-Years | Planned Projects | | Additional Work Necessary to Overcome Deficit | |
|---|---|---|---|---|---|---|---|
| | | | | Average Yearly Miles of Treatment | Mile-Years | Miles of Treatment | Mile-Years |
| Crack Seal | 1 | 1 | 1 | 1 | 1 | 2 | 2 |
| Patch | 2 | 7 | 14 | 2 | 14 | 3 | 21 |
| Single-course mill & fill | | 13 | 0 | 0 | 0 | 12 | 156 |
| Reconstruction | 0 | 25 | 0 | 0 | 0 | 74 | 1850 |
| Crush & Shape | 0 | 8 | 0 | 0 | 0 | 5 | 40 |
| Total | | | 15 | | 15 | | 2069 |
| Gap Analysis: (Deficit)/Surplus | | | (82) | | (82) | | 1987 |

## *Modelled Trends & Gap Analysis*

Results from the National Center for Pavement Preservation (NCPP) Quick Check method (see glossary for more information) for the paved city major and city local networks roads indicates the average volume of work that COJ has been able to afford over the last five years is not keeping up with the natural deterioration of the road network due to age and use. Continuing the current treatment volume on this network will result in an ongoing deficit of 594 mile-years of project benefit needed to stabilize this trend and maintain current conditions.

The NCPP analysis of COJ’s planned projects from COJ’s currently available budget does not allow COJ to head in the direction of its pavement condition goal given the projects planned for the city major and city local networks over the next three years. Improved project tracking and more consisted data

collection may show a slight improvement. Additional gap analysis will be conducted in 3 years to assess the impact of planned and completed projects on the condition of major and local road networks. An updated pavement condition data set on the local street network and improved project tracking is needed to properly conduct a gap analysis on the local street network.

### *Unpaved Road Condition Trends*

The city maintains its unpaved roads every year with available funds. The goal is to maintain the condition of the unpaved network from year to year.

## *Planned Projects*

COJ has projects planned for the next three years. These projects are identified in Figure 6.

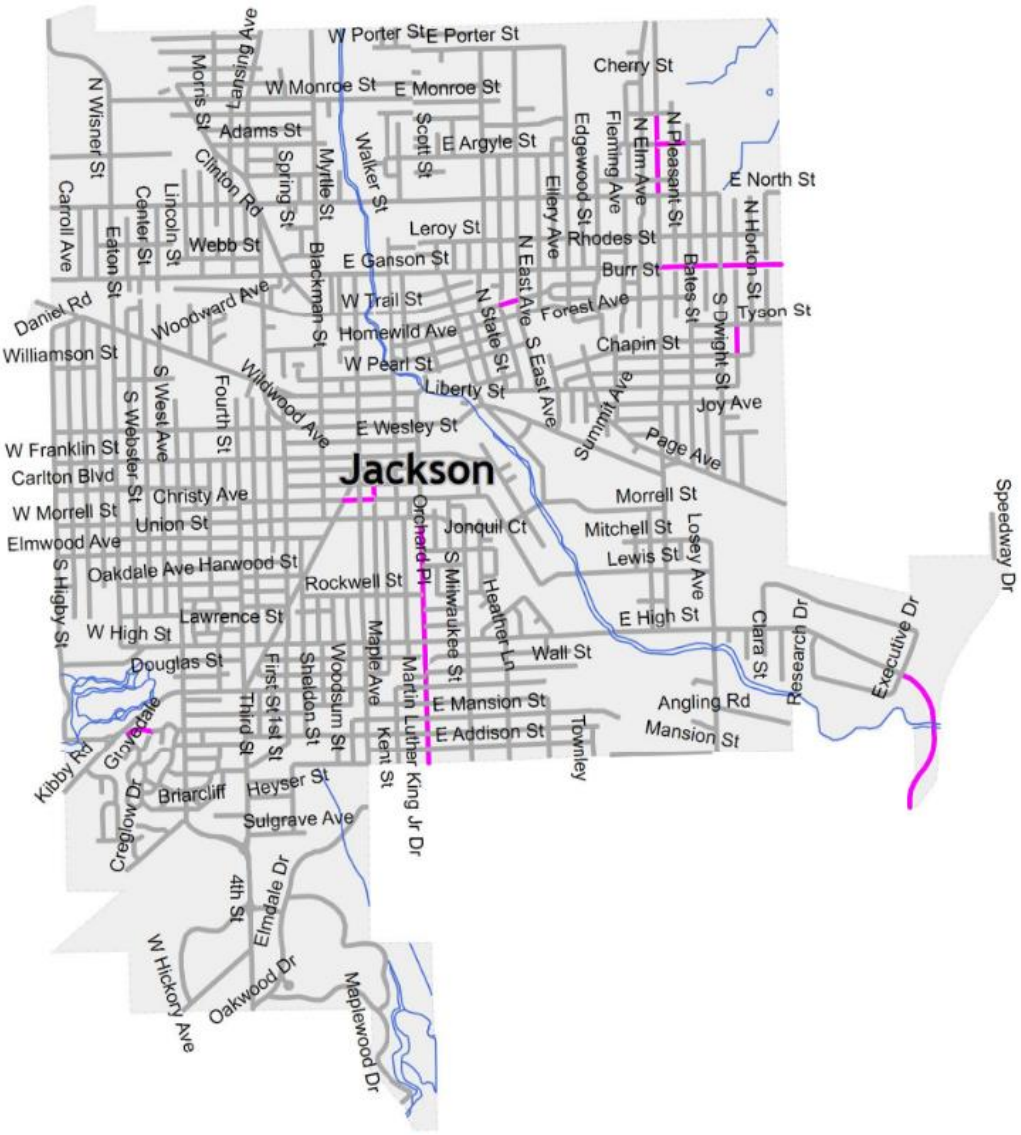



Figure 6 Map illustrating planned projects for pavement assets.

The total cost of the projects illustrated in Figure 6 is approximately $12,976,083. This is the amount programmed in the TIP for FY2024-2026 and the total amount programmed in the Local Street Fund for FY2024.

# 2. BRIDGE ASSETS



COJ is responsible for 15 bridges that provide safe service to road users across the agency network. COJ seeks to implement a cost-effective program of preventive maintenance to maximize the useful service life and safety of the local bridges under its jurisdiction.

## Inventory of Assets

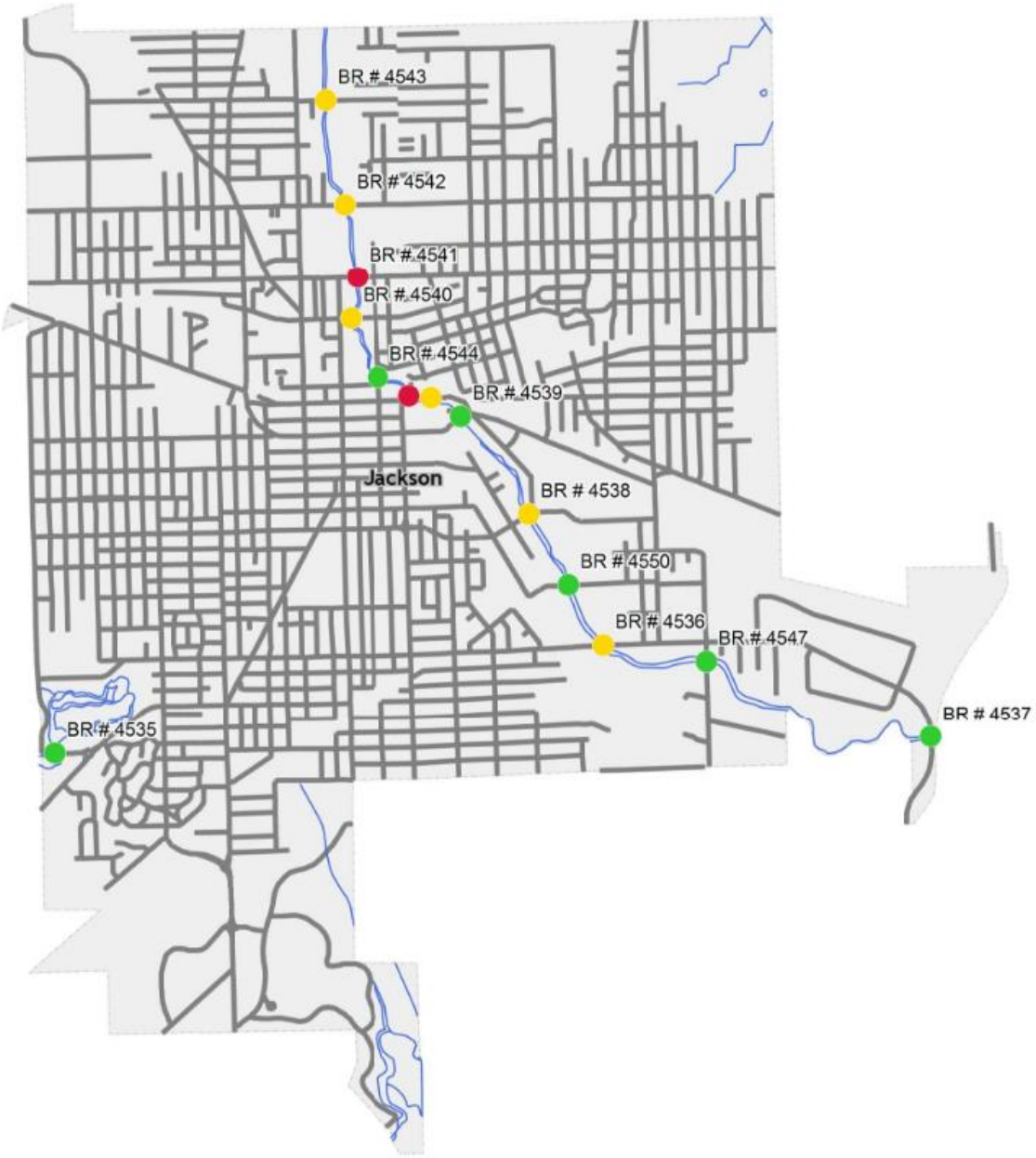



Figure 7: Map illustrating locations of COJ's bridge assets.

COJ has 15 total bridges in its road and bridge network; 14 of these bridges connect various points of the road network, as illustrated in Figure 7. The 15th bridge is located at the wastewater treatment plant and is not indicated in Figure 7. These bridge structures can be summarized by type, size, and condition, which are detailed in Table 2. More information about each of these structures can be found in COJ's MiBRIDGE database or by contacting COJ.

**Table 2: Type, Size, and Condition of COJ's Bridge Assets**

| Bridge Type | Total Number of Bridges | Total Deck Area (sq ft) | Condition: Structurally Deficient, Posted, or Closed | | | 2022 Condition | | |
|---|---|---|---|---|---|---|---|---|
| | | | Struct. Deficient | Posted | Closed | Poor | Fair | Good |
| Concrete – Arch—deck | 2 | 6483 | 1 | 0 | 0 | 1 | 1 | 0 |
| Prestressed concrete – Box beam/girders—multiple | 7 | 13577 | 1 | 1 | 0 | 1 | 4 | 2 |
| Prestressed concrete – Box beam/girders—single/spread | 3 | 8482 | 0 | 0 | 0 | 0 | 1 | 2 |
| Steel – Box beam/girders—single/spread | 1 | 2474 | 0 | 0 | 0 | 0 | 0 | 1 |
| Steel continuous – Multistringer | 2 | 9375 | 0 | 0 | 0 | 0 | 1 | 1 |
| **Total SD/Posted/Closed** | | | **2** | **1** | **0** | | | |
| **Total** | **15** | **40391** | | | | **2** | **7** | **6** |
| **Percentage (%)** | | | **13%** | **7** | **0** | **13** | **47** | **40** |

# Condition, Goals, and Trend

Bridges in Michigan are given a good, fair, or poor rating based on the National Bridge Inspection Standards (NBIS) rating scale, which was created by the Federal Highway Administration to evaluate a bridge's deficiencies and to ensure the safety of road users. The current condition of COJ's bridge network based on the NBIS is 6 structures rated good, 7 structures rated fair, and 2 structures rated poor (Table 2).

Bridges are designed to carry legal loads in terms of vehicles and traffic. Due to a decline in condition, a bridge may be "posted" with a restriction for what would be considered safe loads passing over the bridge. On occasion, posting a bridge may also restrict other load-capacity-related elements like speed and number of vehicles on the bridge, but this type of posting designates the bridge differently. COJ has 1 structure that is posted for load restriction (Table 2). Designating a bridge as "posted" has no influence on its condition rating. A "closed" bridge is one that is closed to all traffic. Closing a bridge is contingent upon its ability to carry a set minimum live load. COJ has 0 structures that are closed (Table 2).

The goal of the program is the preservation and safety of COJ's bridge network.

Figure 8 illustrates the baseline condition, projected trend, and goal that COJ has for its good/fair and its structurally deficient bridges.

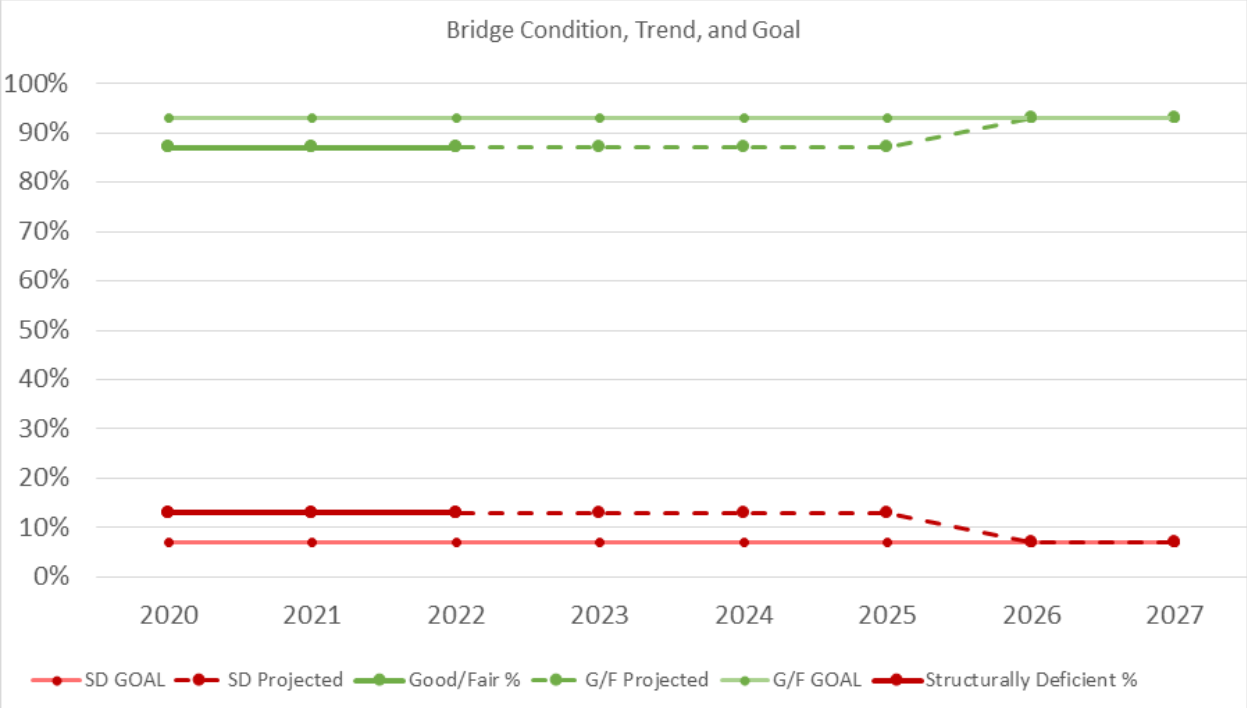



Figure 8: Condition, projected trend, and goal for COJ's good/fair and structurally deficient bridges

## Programmed/Funded Projects, Gap Analysis, and Planned Projects

COJ will receive $517,250 in total funding programmed in 2025 TIP, and has budgeted $235,000 on capital preventative maintenance in 2024 and 2026. Preventive maintenance is a more effective use of these funds than the costly alternative of major rehabilitation or replacement. COJ does not have funding

identified to replace any bridges in the next three years but continues to seek funding through federal and state programs. By performing the aforementioned preventive maintenance and replacement of bridge structures, COJ will achieve its goal of keeping its overall bridge network at the same condition.

Table 3 illustrates the programmed/funded projects that will be undertaken in order to achieve COJ's goal. These programmed/funded projects are juxtaposed with priority projects that remain unfunded.

## Table 3: Planned Budget

| Strategy | 2024 | 2025 | 2026 |
|---|---|---|---|
| **Capital Preventative Maintenance** | **$0** | $235,000 | $0 |
| **Engineering** | **$35,000** | **$30,000** | **$0** |
| **Bridge Inspection** | $6,240 | $1,200 | **$4,020** |
| **TOTAL INVESTMENT** | **$41,240** | **$266,200** | **$4,020** |

# 3. CULVERT ASSETS



COJ is supportive of culvert asset management and does not have a large inventory of culver assets.

## Inventory of Assets

At present, COJ tracks inventory data of its culvert asset only. COJ has inventoried 1 culvert, which is 100 percent of the estimated 1 culvert that COJ owns. The culvert is located on Elmdale Drive in Ella Sharp Park.

At present, COJ collects condition data of its culvert assets every two years at the same time as bridge inspections.

## Goals

The goal of COJ's asset management program is the preservation of its culvert network. COJ is responsible for preserving 1 inventoried culvert as well as any un-inventoried culverts that underlie its entire road network.

## Planned Projects

COJ's policy is to replace or repair culvert assets concurrent with projects affecting road segments carried by the particular culverts. With one culvert under COJ's jurisdiction, the effort to repair or replace is quickly identified if and when improvements are identified for Elmdale Drive.

# 4. SIGNAL ASSETS



COJ is supportive of signal asset management strategies and is dedicated to improving signal assets regularly.

## Inventory of Assets

At present, COJ tracks only inventory data for traffic signals. COJ has inventoried 42 traffic signals, and 3 flashing lights, which is 100 percent of the actual 45 traffic signals that COJ owns.

More details about these traffic signal assets can be obtained by contacting COJ.

## Goals

The goal of COJ's asset management program is the preservation of its traffic signals. COJ is responsible for preserving 42 inventoried traffic signals as well as any un-inventoried traffic signals along its entire road network.

## Planned Projects

COJ's policy is to evaluate traffic signal assets based on condition assessment for replacement or repair during any reconstruction, rehabilitation, preventive maintenance, or schedule maintenance activities on the roadway affected by the particular signal. It also conducts replacements or repairs for those traffic signal assets reported as non-functional or as performing with reduced function. COJ adheres to regular maintenance and servicing policies outlined in the *Michigan Manual of Uniform Traffic Control Devices*.

Planned Signal Improvements Include:

| | |
|---|---|
| FY2025 | Lansing Avenue |
| | Morrell at Brown<br>Morrell at Wisner |
| | MLK Intersections between South and Morrell |

# 5. FINANCIAL RESOURCES

Public entities must balance the quality and extent of services they can provide with the tax resources provided by citizens and businesses, all while maximizing how efficiently funds are used. Therefore, COJ will overview its general expenditures and financial resources currently devoted to transportation infrastructure maintenance. This financial information is not intended to be a full financial disclosure or a formal report. Full details of COJ's financial status can be found on our website at cityofjackson.org or by request submitted to our agency contact (listed in this plan).

## Anticipated Revenues & Expenses

COJ receives funding from the following sources:

- **State funds** – COJ's principal source of transportation funding is received from the Michigan Transportation Fund (MTF). This fund is supported by vehicle registration fees and the state's per-gallon gas tax. Allocations from the MTF are distributed to state and local governmental units based on a legislated formula, which includes factors such as population, miles of certified roads, and vehicle registration fees for vehicles registered in the agency's jurisdiction. COJ also receives revenue from the Michigan Department of Transportation to maintain (e.g., plow, patch, mow) the state trunklines within its jurisdictional boundary. Revenue from these maintenance contracts are received on a time and materials basis as resources are expended to maintain the State's roads. While these contracts do not allow for capital gain (profit) and only bring in revenue to cover the cost of the work, they do provide a benefit to COJ by allowing an economy of scale that enables us to provide better service at a lower cost for COJ's roads while allowing the same for the State of Michigan. Examples of state grants also include local bridge grants, economic development funds, etc.

- **Federal and state grants for individual projects** – These are typically competitive funding applications that are targeted at a specific project type to accomplish a specific purpose. These may include safety enhancement projects, economic development projects, or other targeted funding. Examples of federal funds include Surface Transportation Program (STP) funds, TEDF category C and D funds, bridge funds, MDOT payments to private contractors, and negotiated contracts.
- **Local government entities or private developer contributions to construction projects for specific improvements** – This category includes funding received to mitigate the impact of commercial developments as a condition of construction of a specific development project and can also include funding from a special assessment district levied by another governmental unit. Examples of contributions from local units include city, village, and township contributions to the county; special assessments; county appropriations; bond and note proceeds; contributions from counties to cities and villages; city general fund transfers; city municipal street funds; capital improvement funds; and tax millages (see below).
- **Local tax millages** – Many local agencies in Michigan use local tax millages to supplement their road-funding budget. These taxes can provide for additional construction and maintenance for new or existing roads that are also funded using MTF or MDOT funds. COJ does not have local tax millages in its road-funding budget.
- **Interest** – Interest from invested funds.
- **Permit fees** – Generally, permit fees cover the cost of a permit application review.
- **Other** – Other revenues can be gained through salvage sales, property rentals, land and building sales, sundry refunds, equipment disposition or installation, private sources, and financing.
- **Charges for services** – Funds from partner agencies who contract with COJ to construct or maintain its roads, or roads under joint or neighboring jurisdictions, including state trunkline maintenance and non-maintenance services and preservation.

COJ is required to report transportation fund expenditures to the State of Michigan using a prescribed format with predefined expenditure categories. The definitions of these categories according to Public Act 51 of 1951 may differ from common pavement management nomenclature and practice. For the purposes of reporting under PA 51, the expenditure categories are:

- **Construction/Capacity Improvement Funds** – According to PA 51 of 1951, this financial classification of projects includes, "new construction of highways, roads, streets, or bridges, a project that increases the capacity of a highway facility to accommodate that part of traffic having neither an origin nor destination within the local area, widening of a lane width or more, or adding turn lanes of more than 1/2 mile in length."[1]
- **Preservation and Structural Improvement Funds** – Preservation and structural improvements are "activities undertaken to preserve the integrity of the existing roadway system."[2] Preservation

[1] Public Act 51 of 1951, 247.660c Definitions
[2] Public Act 51 of 1951, 247.660c Definitions

includes items such as a reconstruction of an existing road or bridge or adding structure to an existing road.

- **Routine and Preventive Maintenance Funds** – Routine maintenance activities are "actions performed on a regular or controllable basis or in response to uncontrollable events upon a highway, road, street, or bridge".[3] Preventive maintenance activities are "planned strategy[ies] of cost-effective treatments to an existing roadway system and its appurtenances that preserve assets by retarding deterioration and maintaining functional condition without significantly increasing structural capacity".[4]
- **Winter Maintenance Funds** – Expenditures for snow and ice control.
- **Trunkline Maintenance Funds** – Expenditures spent under COJ's maintenance agreement with MDOT for maintenance it performs on MDOT trunkline routes.
- **Administrative Funds** – There are specific items that can and cannot be included in administrative expenditures as specified in PA 51 of 1951. The law also states that the amount of MTF revenues that are spent on administrative expenditures is limited to 10 percent of the annual MTF funds that are received.
- **Other Funds** – Expenditures for equipment, capital outlay, debt principal payment, interest expense, contributions to adjacent governmental units, principal, interest, and bank fees, and miscellaneous for cities and villages.

The Table (below) details the revenues and expenditures for COJ.

[3] Public Act 51 of 1951, 247.660c Definitions
[4] Public Act 51 of 1951, 247.660c Definitions

## Proposed Revenues for Traffic Asset Management Plan

### Fund 202 - Major Street Fund

| Account | | Historical Revenues | | | | | Proposed Revenues for TAMP | | |
|---|---|---|---|---|---|---|---|---|---|
| | | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 | FY27 | FY28 |
| | | 2021/22 | 2022/23 | 2023/24 | 2023/24 | 2024/25 | 2025/26 | 2026/27 | 2027/28 |
| Account | Description | Actual | Actual | Budget | Projected | Adopted | Projected | Projected | Projected |
| 202-000-000-478.000 | Telecom Fee | 150,663 | 160,622 | 132,000 | 132,000 | 132,000 | | | |
| 202-000-000-501.000 | Federal Grant | 2,038,947 | 12,736,150 | 13,447,756 | 17,052,036 | 6,916,558 | 1,800,000 | 2,000,000 | 2,200,000 |
| 202-000-000-539.000 | State Grant | | | | | | | | |
| 202-000-000-346.006 | State Grant - Intercity Trail | | 300,000 | 300,000 | 450,000 | 300,000 | 300,000 | | |
| 202-000-000-569.000 | Act 51 Gas & Weight Tax | 3,617,791 | 3,810,467 | 3,200,000 | 3,600,000 | 3,500,000 | 3,400,000 | 3,500,000 | 3,600,000 |
| 202-000-000-582.000 | Coutrib.-County | | | | | | | | |
| 202-000-000-382.005 | Contrib. R2 Asset Mgt. | 20,963 | 15,491 | 20,000 | 15,000 | 20,000 | 15,000 | 15,500 | 16,000 |
| 202-000-000-664.000 | Interest | 13,497 | 35,236 | 5,000 | 16,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| 202-000-000-686.498 | Trunkline Maintenance | 118,047 | 97,031 | 224,972 | 230,130 | 228,424 | 200,000 | 206,000 | 212,200 |
| 202-000-000-687.676 | Refunds & Rebates-W/Comp | | | | | | | | |
| 202-000-000-687.677 | Refunds & Rebates-Healthcare | | | | | | | | |
| 202-000-000-688.451 | Miscellaneous | 2,815 | 573 | | 3,000 | 25,000 | | | |
| 202-000-000-688.463 | Miscellaneous | | | 2,000 | | | | | |
| 202-000-000-688.474 | Miscellaneous | 114,632 | 23,584 | 15,000 | 60,000 | 15,000 | | | |
| 202-000-000-699.245 | Cont.-Public Imp. Fund | 445,500 | 467,335 | 49,703 | 605,189 | 336,879 | 400,000 | 400,000 | 400,000 |
| 202-000-000-699.286 | Cont.-CDBG Fund | 76,185 | | | | | | | |
| 202-000400-699.425 | Cont.-2017 MTF Bond Cout. | | | | | | | | |
| 202-000-000-699.486 | Cont.-2018 Cap. Imp. Bond | | | | | | | | |
| 202-000-000-699.XXX | Cont.-2024 MTF Bond Cont. | | | 1,597,101 | 1,127,983 | 1,541,772 | 1,000,000 | 1,030,000 | 1,060,900 |
| 202-000-000-699.895 | Cont.-Special Assessmt. Fd. | 234,678 | 253,434 | 212,678 | 602,864 | 1,497,139 | 300,000 | 309,000 | 318,300 |
| 202-000-000-XXX.XXX | Other Miscellaneous | | | | | | 350,000 | 372,500 | 395,700 |
| **Total Revenues** | | **6,833,718** | **17,899,923** | **19,206,210** | **23,894,202** | **14,517,772** | **7,770,000** | **7,838,000** | **8,208,100** |

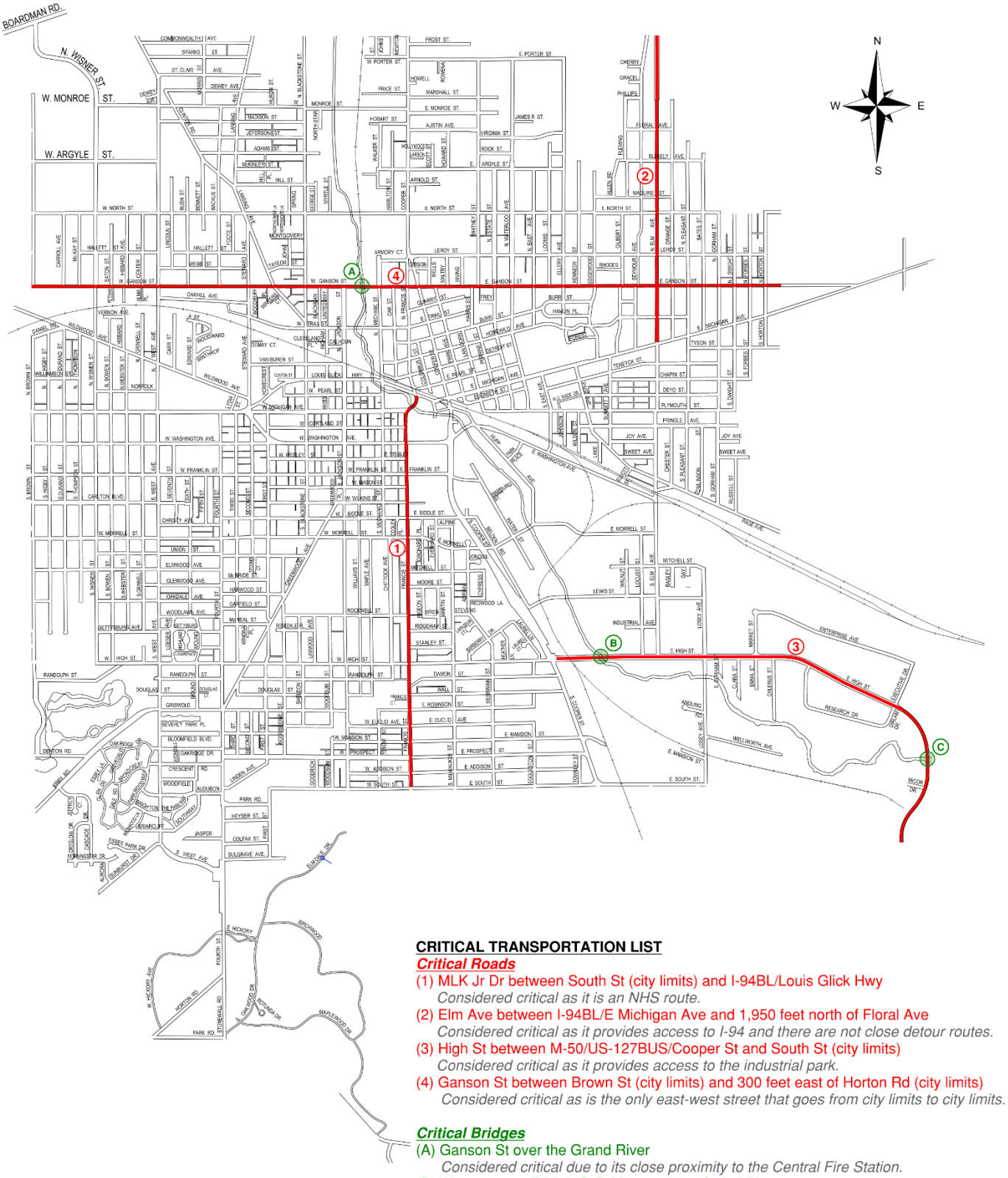
### Fund 203 - Local Street Fund

| Account | | Historical Revenues | | | | | Proposed Revenues for TAMP | | |
|---|---|---|---|---|---|---|---|---|---|
| | | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 | FY27 | FY28 |
| | | 2021/22 | 2022/23 | 2023/24 | 2023/24 | 2024/25 | 2025/26 | 2026/27 | 2027/28 |
| Account | Description | Actual | Actual | Budget | Projected | Adopted | Projected | Projected | Projected |
| 203-000-000-569.000 | Act 51 Gas & Weight Tax | 1,093,151 | 1,119,809 | 820,000 | 870,000 | 870,000 | 850,000 | 876,000 | 902,000 |
| 203-000-000-569.001 | Act 5 I MDOT Supplement. | | | | | | | | |
| 203-000-000-664.000 | Interest | 6,328 | 67,442 | 8,500 | 47,210 | 23,605 | 5,000 | 5,000 | 5,000 |
| 203-000-0B0-687.676 | Refunds & Rebates-W/Comp | | | | | | | | |
| 203-000-000-687.677 | Refunds & Rebates-Healthcare | | | | | | | | |
| 203-000-000-688.451 | Miscellaneous | 32,815 | | | | | | | |
| 203400-000-699.202 | Cont. -Major Street Fund | | | | | | | | |
| 203-000-000-699.245 | Cont.-Public Improvemt. Fd. | 227,188 | 134,124 | 102,284 | | 257,914 | 200,000 | 200,000 | 200,000 |
| 203-000400-699.286 | Cont.-CDBG Fund | 390,306 | 401,381 | 474,211 | 131,852 | | | | |
| 203-000-000-699.425 | Cont.-2017 MTF Bond Cont. | | | | | | | | |
| 203-000-000-699.466 | Cont.-2018 Cap Imp Bond | | | | | | | | |
| 203-000-000-699.XXX | Cont.-2024 MTF Bond Cont. | | | 598,955 | | | | | |
| 203-000-000-699.895 | Cont.-Special Assessmt. Fd. | 69,779 | 200,002 | 1,457,469 | 386,618 | 339,934 | 300,000 | 309,000 | 318,000 |
| 203-000-000-XXX.XXX | Other Miscellaneous | | | | | | 100,000 | 110,000 | 120,000 |
| **Total Revenues** | | **1,819,567** | **1,922,758** | **3,461,419** | **1,435,680** | **1,491,453** | **1,455,000** | **1,500,000** | **1,545,000** |

# 6. RISK OF FAILURE ANALYSIS

Transportation infrastructure is designed to be resilient. The system of interconnecting roads and bridges maintained by COJ provides road users with multiple alternate options in the event of an unplanned disruption of one part of the system. There are, however, key links in the transportation system that may cause significant inconvenience to users if they are unexpectedly closed to traffic. Key transportation links include:

- **Geographic divides:** Areas where a geographic feature (river, lake, hilly terrain, or limited access road) limits crossing points of the feature; bridge failures, in particular, can create loss of access to entire regions of the state.
- **Emergency alternate routes for high-volume roads and bridges:** Roads and bridges that are routinely used as alternate routes for high-volume assets are included in an emergency response plan.
- **Limited access areas:** Roads and bridges that serve remote or limited access areas that result in long detours if closed.
- **Main access to key commercial districts:** Areas with a large concentration of businesses or where large-size business will be significantly impacted if a road is unavailable.
- Figure 9 illustrates the key transportation links in COJ's road and bridge network.




**CRITICAL TRANSPORTATION LIST**

***Critical Roads***

(1) MLK Jr Dr between South St (city limits) and I-94BL/Louis Glick Hwy
*Considered critical as it is an NHS route.*

(2) Elm Ave between I-94BL/E Michigan Ave and 1,950 feet north of Floral Ave
*Considered critical as it provides access to I-94 and there are not close detour routes.*

(3) High St between M-50/US-127BUS/Cooper St and South St (city limits)
*Considered critical as it provides access to the industrial park.*

(4) Ganson St between Brown St (city limits) and 300 feet east of Horton Rd (city limits)
*Considered critical as is the only east-west street that goes from city limits to city limits.*

***Critical Bridges***

(A) Ganson St over the Grand River
*Considered critical due to its close proximity to the Central Fire Station.*

(B) Westernmost E High St Bridge over the Grand River
*Considered critical as it provides access to the industrial park.*

(C) Easternmost E High St Bridge over the Grand River
*Considered critical as it provides access to the industrial park.*

Figure 9: Key transportation links in COJ's road and bridge network

# 7. COORDINATION WITH OTHER ENTITIES

An asset management plan provides significant value for infrastructure owners because it serves as a platform to engage other infrastructure owners using the same shared right of way space. COJ communicates with both public and private infrastructure owners to coordinate work in the following ways:

Attend Region 2 Planning Meetings

Project Meetings with city staff.

Public Communications – Social media posts, website, interactive construction project map.

## COORDINATION WITH OTHER COJ ASSETS

COJ maintains drinking water, sanitary, and storm sewer assets in addition to transportation assets. COJ follows an asset management process for all of its assets by coordinating the upgrade, maintenance, and operation of all major assets.

Planned projects for sub-surface infrastructure that COJ owns are listed in the following asset management plans: drinking water distribution system asset management plan, wastewater collection system asset management plan, storm sewer system asset management plan. These three sub-surface utility plans are coordinated with the transportation infrastructure plans to maximize value and minimize service disruptions and cost to the public.

COJ takes advantage of coordinated infrastructure work to reduce cost and maximize value using the following policies:

- Subsurface infrastructure projects which will cause damage to pavements in good condition will be delayed as long as possible, or methods that do not require pavement cuts will be considered.
- Subsurface utility projects will be coordinated to allow all under pavement assets to be upgraded in the same project regardless of ownership.
- Road reconstruction projects will not be completed until sub surface utilities are upgraded to have at least a 40 years of remaining service life.

# COORDINATION WITH OTHER ENTITIES

Annually, COJ convenes an infrastructure planning meeting in the first quarter of the year. Representatives from all of the major public and private infrastructure owners that have assets in the road right of way are provided notice for the meeting and are invited to attend. An attempt is made to coordinate the schedule of the event to allow the majority of infrastructure owners to attend.

COJ provides all attendees of the infrastructure planning meeting with a list of all planned road projects for the next three years that include new pavement structure. Infrastructure owners are encouraged to discuss planned projects that would disrupt transportation services or cause damage to pavements. Projects which may cause damage to pavements in good or fair condition are discussed and mitigation measures are proposed to minimize the impact to pavements. Mitigation measures could include rescheduling and coordinating projects to maximize value and minimize disruptions and cost to the public.

# 8. PROOF OF ACCEPTANCE

**PUBLIC ACT 325**

**CERTIFICATION OF TRANSPORTATION ASSET MANAGEMENT PLAN**

Certification Year: _____

Local Road-owning Agency Name: _____

Beginning October 2019 and on a three-year cycle thereafter, certification must be made for compliance to Public Act 325. A local road-owning agency with 100 certified miles or more must certify that it has developed an asset management plan for the road, bridge, culvert, and traffic signal assets. Signing this form certifies that the hitherto referred agency meets with minimum requirements as outlined by Public Act 325 and agency-defined goals and objectives.

This form must be signed by the chairperson of the local road-owning agency or the county executive and chief financial officer of the local road-owning agency.

| | | | |
|---|---|---|---|
| Signature | | Signature | |
| Printed Name | | Printed Name | |
| Title | Date | Title | Date |

Due every three years based on agency submission schedule.

Submittal Date: _____

See attached council meeting minutes and/or resolution.

# A. PAVEMENT ASSET MANAGEMENT PLAN

An attached pavement asset management plan follows.

# City of Jackson
# 2024 Pavement
# Asset Management Plan

A plan describing the City of Jackson’s roadway assets and conditions.

*Prepared by:*
City of Jackson
Engineering
Troy R White, P.E.
517-788-4160

CITY OF JACKSON MICHIGAN

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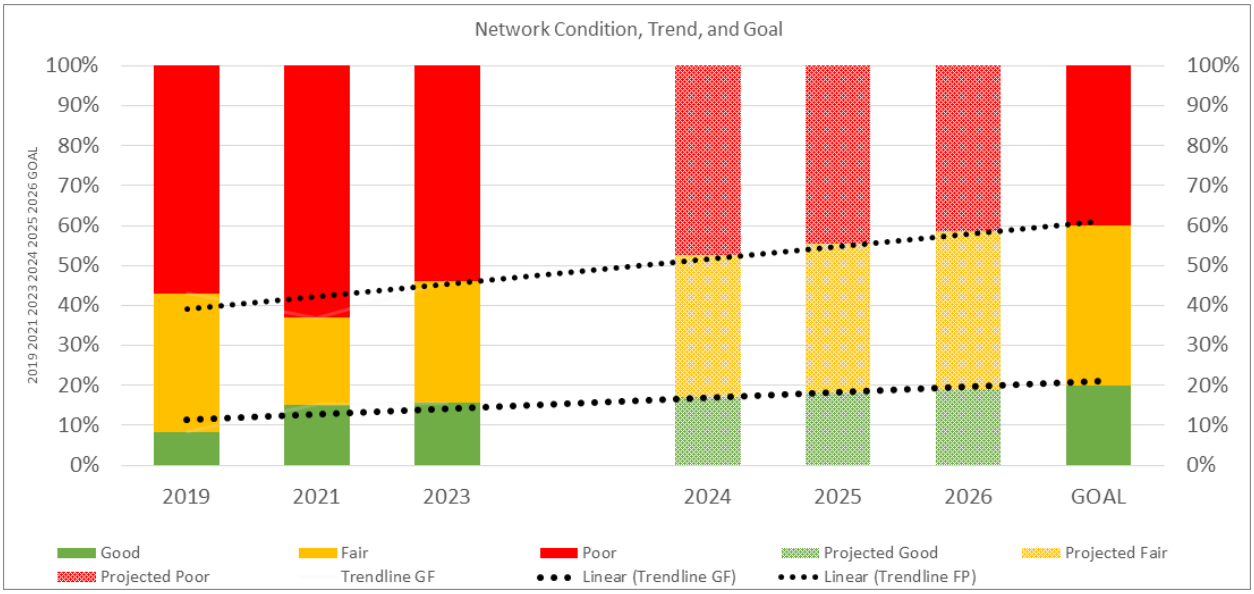
# EXECUTIVE SUMMARY

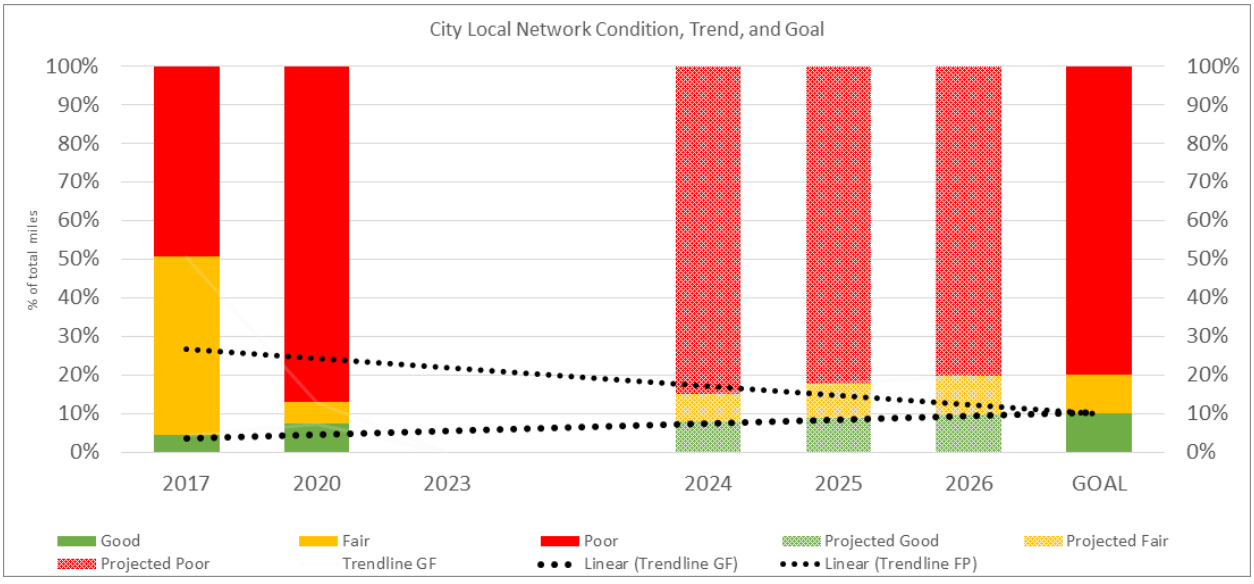
As conduits for commerce and connections to vital services, roads are among the most important assets in any community along with other assets like bridges, culverts, traffic signs, traffic signals, and utilities that support and affect roads. The City of Jackson's (COJ) roads, other transportation assets, and support systems are also some of the most valuable and extensive public assets, all of which are paid for with taxes collected from ordinary citizens and businesses. The cost of building and maintaining roads, their importance to society, and the investment made by taxpayers all place a high level of responsibility on local agencies to plan, build, and maintain the road network in an efficient and effective manner. This asset management plan is intended to report on how COJ is meeting its obligations to maintain the public assets for which it is responsible.

This plan overviews COJ's road assets and condition and explains how COJ works to maintain and improve the overall condition of those assets. These explanations can help answer the following questions:

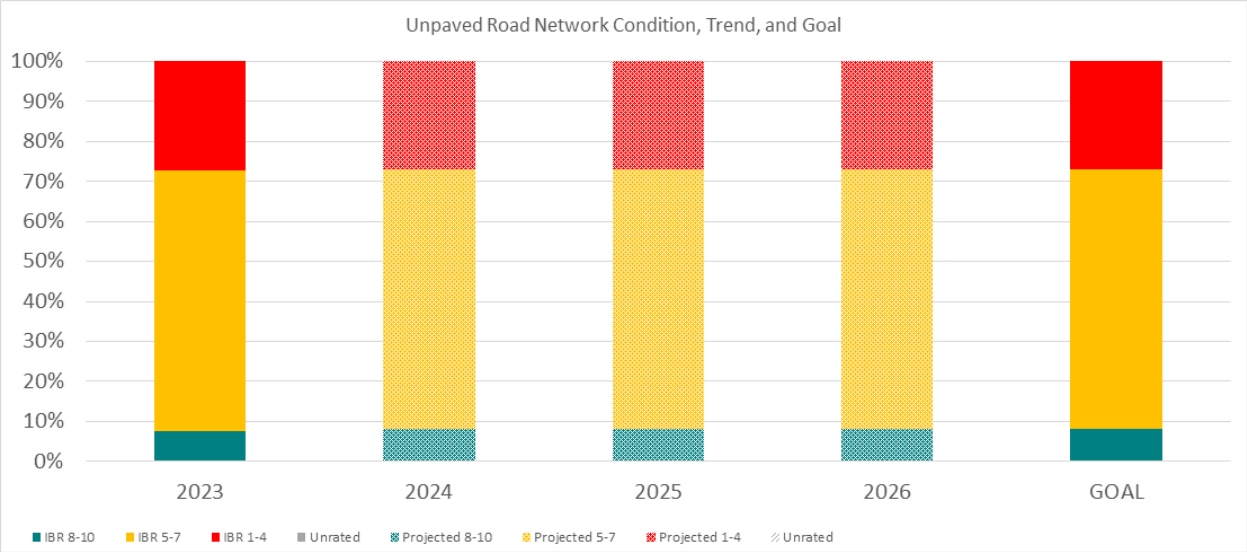
- What kinds of road assets COJ has in its jurisdiction, who owns them, and the different options for maintaining these assets.
- What tools and processes COJ uses to track and manage road assets and funds.
- What condition COJ's road assets are in compared to statewide averages.
- Why some road assets are in better condition than others and the path to maintaining and improving road asset conditions through proper planning and maintenance.
- How agency transportation assets are funded and where those funds come from.
- How funds are used, and the costs incurred during COJ's road assets' normal life cycle.
- What condition COJ can expect its road assets if those assets continue to be funded at the current funding levels?
- How changes in funding levels can affect the overall condition of all of COJ's road assets.

COJ owns and/or manages 155.354 centerline of roads. This road network can be divided into the city major network, the city local network, the unpaved road network, and the National Highway System (NHS) network based on the different factors these roads have that influence asset management decisions. A summary of COJ historical and current network conditions, projected trends, and goals for city major network and city local network can be seen in the two figures, below:


Network Condition, Trend, and Goal
2019 2021 2023 2024 2025 2026 GOAL
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
2019
2021
2023
2024
2025
2026
GOAL
Good
Fair
Poor
Projected Good
Projected Fair
Projected Poor
Trendline GF
Linear (Trendline GF)
Linear (Trendline FP)


City Local Network Condition, Trend, and Goal
% of total miles
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
2017
2020
2023
2024
2025
2026
GOAL
Good
Fair
Poor
Projected Good
Projected Fair
Projected Poor
Trendline GF
Linear (Trendline GF)
Linear (Trendline FP)

A summary of COJ historical and current network conditions, projected trend and goal for the unpaved road network can be seen in the figure, below:




An asset management plan is required by Michigan Public Act 325 of 2018, and this document represents fulfillment of some of COJ's obligations towards meeting these requirements. This asset management plan also helps demonstrate COJ's responsible use of public funds by providing elected and appointed officials as well as the general public with inventory and condition information of COJ's road assets and gives taxpayers the information they need to make informed decisions about investing in its essential transportation infrastructure.

# INTRODUCTION

Asset management is defined by Public Act 325 of 2018 as “an ongoing process of maintaining, preserving, upgrading, and operating physical assets cost effectively, based on a continuous physical inventory and condition assessment and investment to achieve established performance goals”. In other words, asset management is a process that uses data to manage and track assets, like roads and bridges, in a cost-effective manner using a combination of engineering and business principles. This process is endorsed by leaders in municipal planning and transportation infrastructure, including the Michigan Municipal League, County Road Association of Michigan, the Michigan Department of Transportation (MDOT), and the Federal Highway Administration (FHWA). COJ is supported in its use of asset management principles and processes by the Michigan Transportation Asset Management Council (TAMC), formed by the State of Michigan.

Asset management, in the context of this plan, ensures that public funds are spent as effectively as possible to maximize the condition of the road network. Asset management also provides a transparent decision-making process that allows the public to understand the technical and financial challenges of managing road infrastructure with a limited budget.

The City of Jackson (COJ) has adopted an “asset management” business process to overcome the challenges presented by having limited financial, staffing, and other resources while needing to meet road users’ expectations. COJ is responsible for maintaining and operating over 155.354 centerline of roads.

This plan outlines how COJ determines its strategy to maintain and upgrade road asset condition given agency goals, priorities of its road users, and resources provided. An updated plan is to be released approximately every three years to reflect changes in road conditions, finances, and priorities.

Questions regarding the use or content of this plan should be directed to Troy R. White, P.E., at 161 W. Michigan Ave, Jackson, MI 49201 or at 517-788-4160. Key terms used in this plan are defined in COJ’s comprehensive transportation asset management plan (also known as the “compliance plan”) used for compliance with PA 325 or 2018.

Knowing the basic features of the asset classes themselves is a crucial starting point to understanding the rationale behind an asset management approach. The following primer provides an introduction to pavements.

# Pavement Primer

Roads come in two basic forms—paved and unpaved. Paved roads have hard surfaces. These hard surfaces can be constructed from asphalt, concrete, composite (asphalt and concrete), sealcoat, and brick and block materials. On the other hand, unpaved roads have no hard surfaces. Examples of these surfaces are gravel and unimproved earth.

The decision to pave with a particular material as well as the decision to leave a road unpaved allows road-owning agencies to tailor a road to a particular purpose, environment, and budget. Thus, selecting a pavement type or leaving a road unpaved depends upon purpose, materials available, and budget. Each choice represents a trade-off between budget and costs for construction and maintenance.

Maintenance enables the road to fulfill its particular purpose. To achieve the maximum service for a pavement or an unpaved road, continual monitoring of a road's pavement condition is essential for choosing the right time to apply the right fix in the right place.

Here is a brief overview of the different types of pavements, how condition is assessed, and treatment options that can lengthen a road's service life.

## *Surfacing*

Pavement type is influenced by several different factors, such as cost of construction, cost of maintenance, frequency of maintenance, and type of maintenance. These factors can have benefits affecting asset life and road user experience.

### *Paved Surfacing*

Typical benefits and tradeoffs for hard surface types include:

- **Concrete pavement:** Concrete pavement, which is sometimes called a rigid pavement, is durable and lasts a long time when properly constructed and maintained. Concrete pavement can have longer service periods between maintenance activities, which can help reduce maintenance-related traffic disruptions. However, concrete pavements have a high initial cost and can be challenging to rehabilitate and maintain at the end of their service life. A typical concrete pavement design life will provide service for 30 years before major rehabilitation is necessary.
- **Hot-mix asphalt pavement (HMA):** HMA pavement, sometimes known as asphalt or flexible pavement, is currently less expensive to construct than concrete pavement (this is, in some part, due to the closer link between HMA material costs and oil prices that HMA pavements have in comparison with other pavement types). However, they require frequent maintenance activities to maximize their service life. A typical HMA pavement design life will provide service for 18 years before major rehabilitation is necessary. The vast majority of local-agency-owned pavements are HMA pavements.

- **Composite pavements:** Composite pavements are a combination of concrete and asphalt layers. Typically, composite pavements are old concrete pavements exhibiting ride-related issues that were overlaid by several inches of HMA in order to gain more service life from the pavement before it would need reconstruction. Converting a concrete pavement to a composite pavement is typically used as a "holding pattern" treatment to maintain the road in usable condition until reconstruction funds become available.
- **Sealcoat pavement:** Sealcoat pavement is a gravel road that has been sealed with a thin asphalt binder coating that has stone chips spread on top (not to be confused with a chip seal treatment over HMA pavement). This type of pavement relies on the gravel layer to provide structure to support traffic, and the asphalt binder coating and stone chips shed water and eliminate the need for maintenance grading. Nonetheless, sealcoat pavement does require additional maintenance steps that asphalt, and gravel do not require and does not last as long as HMA pavement, but it provides a low-cost alternative for lightly trafficked areas and competes with asphalt for ride quality when properly constructed and maintained. Sealcoat pavement can provide service for ten or more years before the surface layer deteriorates and needs to be replaced.

### *Unpaved Surfacing*

Typical benefits and tradeoffs for non-hard surfacing include:

- **Gravel:** Gravel is a low-cost, easy-to-maintain road surface made from layers of soil and aggregate (gravel). However, there are several potential drawbacks such as dust, mud, and ride smoothness when maintenance is delayed, or traffic volume exceeds design expectations. Gravel roads require frequent low-cost maintenance activities. Gravel can be very cost effective for lower-volume, lower-speed roads. In the right conditions, a properly constructed and maintained gravel road can provide a service life comparable to an HMA pavement and can be significantly less expensive than the other pavement types.

## *Pavement Condition*

Besides traffic congestion, pavement condition is what road users typically notice most about the quality of the roads that they regularly use—the better the pavement condition, the more satisfied users are with the service provided by the roadwork performed by road-owning agencies. Pavement condition is also a major factor in determining the most cost-effective treatment—that is, routine maintenance, capital preventive maintenance, or structural improvement—for a given section of pavement. As pavements age, they transition between "windows" of opportunity when a specific type of treatment can be applied to gain an increase in quality and extension of service life. Routine maintenance is day-to-day, regularly scheduled, low-cost activity applied to "good" roads to prevent water or debris intrusion. Capital preventive maintenance (CPM) is a planned set of cost-effective treatments for "fair" roads that corrects pavement defects, slows further deterioration, and maintains the functional condition without increasing structural capacity. COJ uses pavement condition and age to anticipate when a specific section of pavement will be a potential candidate for preventive maintenance. More detail on this topic is included in the *Pavement Treatment* section of this primer.

Pavement condition data is also important because it allows road owners to evaluate the benefits of preventive maintenance projects. This data helps road owners to identify the most cost-effective use of road construction and maintenance dollars. Further, historic pavement condition data can enable road owners to predict future road conditions based on budget constraints and to determine if a road network's condition will improve, stay the same, or degrade at the current or planned investment level. This analysis can help determine how much additional funding is necessary to meet a network's condition improvement goals.

### *Paved Road Condition Rating System*

COJ is committed to monitoring the condition of its road network and using pavement condition data to drive cost-effective decision-making and preservation of valuable road assets. COJ uses the Pavement Surface Evaluation and Rating (PASER) system to assess its paved roads. PASER was developed by the University of Wisconsin Transportation Information Center to provide a simple, efficient, and consistent method for evaluating road condition through visual inspection. The widely used PASER system has specific criteria for assessing asphalt, concrete, sealcoat, and brick and block pavements. Information regarding the PASER system and PASER manuals may be found on the TAMC website at: http://www.michigan.gov/tamc/0,7308,7-356-82158_82627---,00.html.

The TAMC has adopted the PASER system for measuring statewide pavement conditions in Michigan for asphalt, concrete, composite, sealcoat, and brick-and-block paved roads. Broad use of the PASER system means that data collected at COJ is consistent with data collected statewide. PASER data is collected using trained inspectors in a slow-moving vehicle using GPS-enabled data collection software provided to road-owning agencies at no cost to them. The method does not require extensive training or specialized equipment, and data can be collected rapidly, which minimizes the expense for collecting and maintaining this data.

The PASER system rates surface condition using a 1-10 scale where 10 is a brand-new road with no defects that can be treated with routine maintenance, 5 is a road with distresses but is structurally sound that can be treated with preventive maintenance, and 1 is a road with extensive surface and structural distresses that needs total reconstruction.

Roads with lower PASER scores generally require costlier treatments to restore their quality than roads with higher PASER scores. The cost effectiveness of treatments generally decreases as the PASER number decreases. In other words, as a road deteriorates, it costs more dollars per mile to fix it, and the dollars spent are less efficient in increasing the road's service life. Nationwide experience and asset management principles tell us that a road that has deteriorated to a PASER 4 or less will cost more to improve and the dollars spent are less efficient. Understanding this cost principle helps to draw meaning from the current PASER condition assessment.

The TAMC has developed statewide definitions of road condition by creating three simplified condition categories— "good," "fair," and "poor"—that represent bin ranges of PASER scores having similar contexts with regard to maintenance and/or reconstruction. The definitions of these rating conditions are:

- "Good" roads, according to the TAMC, have PASER scores of 8, 9, or 10. Roads in this category have very few, if any, defects and only require minimal maintenance; they may be kept in this category longer using PPM. These roads may include those that have been recently seal coated or newly constructed. Figure 1 illustrates an example of a road in this category.
- "Fair" roads, according to the TAMC, have PASER scores of 5, 6, or 7. Roads in this category still show good structural support, but their surface is starting to deteriorate. Figure 1 illustrates two road examples in this category. CPM can be cost effective for maintaining the road's "fair" condition or even raising it to "good" condition before the structural integrity of the pavement has been severely impacted. CPM treatments can be likened to shingles on a roof of a house: while the shingles add no structural value, they protect the house from structural damage by maintaining the protective function of a roof covering.
- "Poor" roads, according to the TAMC, have PASER scores of 1, 2, 3, or 4. These roads exhibit evidence that the underlying structure is failing, such as alligator cracking and rutting. These roads must be rehabilitated with treatments like a heavy overlay, crush and shape, or total reconstruction. Figure 1 illustrates a road in this category.



Figure 1: *Top image, right*– PASER 8 road that is considered "good" by the TAMC exhibit only minor defects. *Second image, right*– PASER 5 road that is considered "fair" by the TAMC. Exhibiting structural soundness but could benefit from CPM. *Third image, right*– PASER 6 road that is considered "fair" by the TAMC. *Bottom image, right*– PASER 2 road that is considered "poor" by the TAMC exhibiting significant structural distress.

The TAMC's good, fair, and poor categories are based solely on the definitions above. Therefore, caution should be exercised when comparing other condition assessments with these categories because other

condition assessments may have "good," "fair," or "poor" designations similar to the TAMC condition categories but may not share the same definition. Often, other condition assessment systems define the "good," "fair," and "poor" categories differently, thus rendering the data of little use for cross-system comparison. The TAMC's definitions provide a statewide standard for all of Michigan's road-owning agencies to use for comparison purposes.

PASER data is collected 100 percent every two years on all federal-aid-eligible roads in Michigan. The TAMC dictates and funds the required training and the format for this collection, and it shares the data regionally and statewide. In addition, COJ collects its paved non-federal-aid-eligible network using its own staff and resources when possible.

### *Unpaved Road Condition Rating System (IBR System™)*

The condition of unpaved roads can be rapidly changing, which makes it difficult to obtain a consistent surface condition rating over the course of weeks or even days. The PASER system works well on most paved roads, which have a relatively stable surface condition over several months, but it is difficult to adapt to unpaved roads. To address the need for a reliable condition assessment system for unpaved roads, the TAMC adopted the Inventory Based Rating (IBR) System™, and COJ also uses the IBR System™ for rating its unpaved roads. Information about the IBR System™ can be found at http://ctt.mtu.edu/inventory-based-rating-system.



Figure 2: *Top*– Road with IBR number of 1 road that has poor surface width, poor drainage adequacy, and poor structural adequacy. *Middle*– Road IBR number of 7 that has fair surface width, fair drainage adequacy, and fair structural adequacy. *Bottom*– Road with IBR number of 9 road that has good surface width, good drainage adequacy, and good structural adequacy.

The IBR System™ gathers reliable condition assessment data for unpaved road by evaluating three features—surface width, drainage adequacy, and structural adequacy—in comparison to a baseline, or generally considered "good," road. These three assessments come together to generate an overall 1-10 IBR number. A high IBR number reflects a road with wide surface width, good drainage, and a well-designed and well-constructed base, whereas a low IBR number reflects a narrow road with no ditches and little gravel. A good, fair, or poor assessment of each feature is not an endorsement or indictment of a road's suitability for use but simply provides context on how these road elements compare to a baseline condition.

Figure 2 illustrates the range over which features may be assessed. The top example in Figure 2 shows an unpaved road with a narrow surface width, little or no drainage, and very little gravel thickness. Using the IBR System™, these assessments would yield an IBR number of "1" for this road. The middle example in Figure 2 shows a road with fair surface width, fair drainage adequacy, and fair

structural adequacy. These assessments would yield an IBR number of "7" for this road. The bottom example in Figure 2 shows a road with good surface width, good drainage adequacy, and good structural adequacy. These assessments would yield an IBR number of "9" for this road.

Unpaved roads are constructed and used differently throughout Michigan. A narrow, unpaved road with no ditches and very little gravel (low IBR number) may be perfectly acceptable in a short, terminal end of the road network, for example, on a road segment that ends at a lake or serves a limited number of unoccupied private properties. However, high-volume unpaved roads that serve agricultural or other industrial activities with heavy trucks and equipment will require wide surface width, good drainage, and a well-designed and well-constructed base structure (high IBR number). Where the unpaved road is and how it is used determines how the road must be constructed and maintained: just because a road has a low IBR number does not necessarily mean that it needs to be upgraded. The IBR number are not an endorsement or indictment of the road's suitability for use but rather, an indication of a road's capabilities to support different traffic volumes and types in all weather.

## *Pavement Treatments*

Selection of repair treatments for roads aims to balance costs, benefits, and road life expectancy. All pavements are damaged by water, traffic weight, freeze/thaw cycles, and sunlight. Each of the following treatments and strategies—reconstruction, structural improvements, capital preventive maintenance, and others used by COJ—counters at least one of these pavement-damaging forces.

### *Reconstruction*

Pavement reconstruction treats failing or failed pavements by completely removing the old pavement and base and constructing an entirely new road (Figure 3). Every pavement has to eventually be reconstructed and it is usually done as a last resort after more cost-effective treatments are done, or if the road requires significant changes to road geometry, base, or buried utilities. Compared to the other treatments, which are all improvements of the existing road, reconstruction is the most extensive rehabilitation of the roadway and therefore, also the most expensive per mile and most disruptive to regular traffic patterns. Reconstructed pavement will subsequently require one or more of the previous maintenance treatments to maximize service life and performance. A reconstructed road lasts approximately 25 years and costs




Figure 3: Examples of reconstruction treatments—(left) reconstructing a road and (right) road prepared for full-depth repair.

$750,000 - $1,000,000 per lane mile. The following descriptions outline the main reconstruction treatments used by COJ.

### *Full-depth Concrete Repair*

A full-depth concrete repair removes sections of damaged concrete pavement and replaces it with new concrete of the same dimensions (Figure 3). It is usually performed on isolated deteriorated joint locations or entire slabs that are much further deteriorated than adjacent slabs. The purpose is to restore the riding surface, delay water infiltration, restore load transfer from one slab to the next, and eliminate the need to perform costly temporary patching. This repair lasts approximately twelve years and typically costs $100,000 - $300,000 per mile.

## *Structural Improvement*

Roads requiring structural improvements exhibit alligator cracking and rutting and rated poor on the TAMC scale. Road rutting is evidence that the underlying structure is beginning to fail, and it must be rehabilitated with a structural treatment. Examples of structural improvement treatments include HMA overlay with or without milling, and crush and shape (Figure 4). The following descriptions outline the main structural improvement treatments used by COJ.




Figure 4: Examples of structural improvement treatments— (from left) HMA overlay on an unmilled pavement, milling asphalt pavement, and pulverization of a road during a crush-and-shape project.

### *Hot-mix Asphalt (HMA) Overlay with/without Milling*

An HMA overlay is a layer of new asphalt (liquid asphalt and stones) placed on an existing pavement (Figure 4). Depending on the overlay thickness, this treatment can add significant structural strength. This treatment also creates a new wearing surface for traffic and seals the pavement from water, debris, and sunlight damage. An HMA overlay lasts approximately 10 years and costs $80,000 to $200,000 per lane mile. The top layer of severely damaged pavement can be removed by milling, a technique that helps prevent structural problems from being quickly reflected up to the new surface. Milling is also done to keep roads at the same height as curb and gutter that is not being raised or reinstalled in the project. Milling adds $10,000 per lane mile to the HMA overlay cost.

### *Crush and Shape*

During a crush and shape treatment, the existing pavement and base are pulverized and then the road surface is reshaped to correct imperfections in the road's profile (Figure 4). An additional layer of gravel is often added along with a new wearing surface such as an HMA overlay or chip seal. Additional gravel and an HMA overlay give an increase in the pavement's structural capacity. This treatment is usually done on rural roads with severe structural distress; Adding gravel and a wearing surface makes it more

prohibitive for urban roads if the curb and gutter is not raised up. Crush and shape treatments last approximately 14 years and cost $500,000 per lane mile.

### *Capital Preventive Maintenance*

Capital preventive maintenance (CPM) addresses pavement problems of fair-rated roads before the structural integrity of the pavement has been severely impacted. CPM is a planned set of cost-effective treatments applied to an existing roadway that slows further deterioration and that maintains or improves the functional condition of the system without significantly increasing the structural capacity. Examples of such treatments include crack seal, fog seal, chip seal, slurry seal, and microsurface (Figure 5). The purpose of the following CPM treatments is to protect the pavement structure, slow the rate of deterioration, and/or correct pavement surface deficiencies. The following descriptions outline the main CPM treatments used by COJ.




Figure 5: Examples of capital preventive maintenance treatments— (from left) crack seal, fog seal, chip seal, and slurry seal/microsurface.

#### *Crack Seal*

Water that infiltrates the pavement surface softens the pavement structure and allows traffic loads to cause more damage to the pavement than in normal dry conditions. Crack sealing helps prevent water infiltration by sealing cracks in the pavement with asphalt sealant (Figure 5). COJ seals pavement cracks early in the life of the pavement to keep it functioning as strong as it can and for as long as it can. Crack sealing lasts approximately two years and costs $4,000 per lane mile. Even though it does not last very long compared to other treatments, it does not cost very much compared to other treatments. This makes it a very cost-effective treatment when COJ looks at what crack filling costs per year of the treatment's life.

#### *Partial-Depth Concrete Repair*

A partial-depth concrete repair involves removing spalled (i.e., fragmented) or delaminated (i.e., separated into layers) areas of concrete pavement, usually near joints and cracks and replacing them with new concrete (Figure 6). This is done to provide a new wearing surface in isolated areas, to slow down water infiltration, and to help delay further freeze/thaw damage. This repair lasts approximately five years and typically costs $100,000-$250,000 per mile.

#### *Maintenance Grading (for Unpaved Roads)*

Maintenance grading involves regrading an unpaved road to remove isolated potholes, washboarding, and ruts then restoring the compacted crust layer (Figure 6). Crust on an unpaved road is a very tightly compacted surface that sheds water with ease but takes time to be created, so destroying a crusted surface with maintenance grading requires a plan to restore the crust. Maintenance grading often needs to be performed three to five times per year and each grading costs $300 per mile.

### *Dust Control (for Unpaved Roads)*

Dust control typically involves spraying chloride or other chemicals on a gravel surface to reduce dust loss, aggregate loss, and maintenance (Figure 6). This is a short-term fix that helps create a crusted surface. Chlorides work by attracting moisture from the air and existing gravel. This fix is not effective if the surface is too dry or heavy rain is imminent, so timing is very important. Dust control is done two to four times per year and each application costs $700 per mile.




Figure 6: Examples of capital preventive maintenance treatments, cont'd— (from left) concrete road prepared for partial-depth repair, gravel road undergoing maintenance grading, and gravel road receiving dust control application (dust control photo courtesy of Weld County, Colorado, weldgov.com).

## *Maintenance*

Maintenance is the most cost-effective strategy for managing road infrastructure and prevents good and fair roads from reaching the poor category, which require costly rehabilitation and reconstruction treatments to create a year of service life. It is most effective to spend money on routine maintenance and CPM treatments, first; then, when all maintenance project candidates are treated, reconstruction and rehabilitation can be performed as money is available. This strategy is called a "mix-of-fixes" approach to managing pavements.

# 1. PAVEMENT ASSETS

Building a mile of new road can cost over $1 million due to the large volume of materials and equipment that are necessary. The high cost of constructing road assets underlines the critical nature of properly managing and maintaining the investments made in this vital infrastructure. The specific needs of every mile of road within an agency's overall road network is a complex assessment, especially when considering rapidly changing conditions and the varying requisites of road users; understanding each road-mile's needs is an essential duty of the road-owning agency.

In Michigan, many different governmental units (or agencies) own and maintain roads, so it can be difficult for the public to understand who is responsible for items such as planning and funding construction projects, patching repairs, traffic control, safety, and winter maintenance for any given road. MDOT is responsible for state trunkline roads, which are typically named with "M," "I," or "US" designations regardless of their geographic location in Michigan. Cities and villages are typically responsible for all public roads within their geographic boundary with the exception of the previously mentioned state trunkline roads managed by MDOT. County road commissions (or departments) are typically responsible for all public roads within the county's geographic boundary, with the exception of those managed by cities, villages, and MDOT.

In cases where non-trunkline roads fall along jurisdictional borders, local and intergovernmental agreements dictate ownership and maintenance responsibility. Quite frequently, roads owned by one agency may be maintained by another agency because of geographic features that make it more cost effective for a neighboring agency to maintain the road instead of the actual road owner. Other times, road-owning agencies may mutually agree to coordinate maintenance activities in order to create economies of scale and take advantage of those efficiencies.

The COJ is responsible for a total of 155.354 centerline of public roads, as shown in Figure 7.

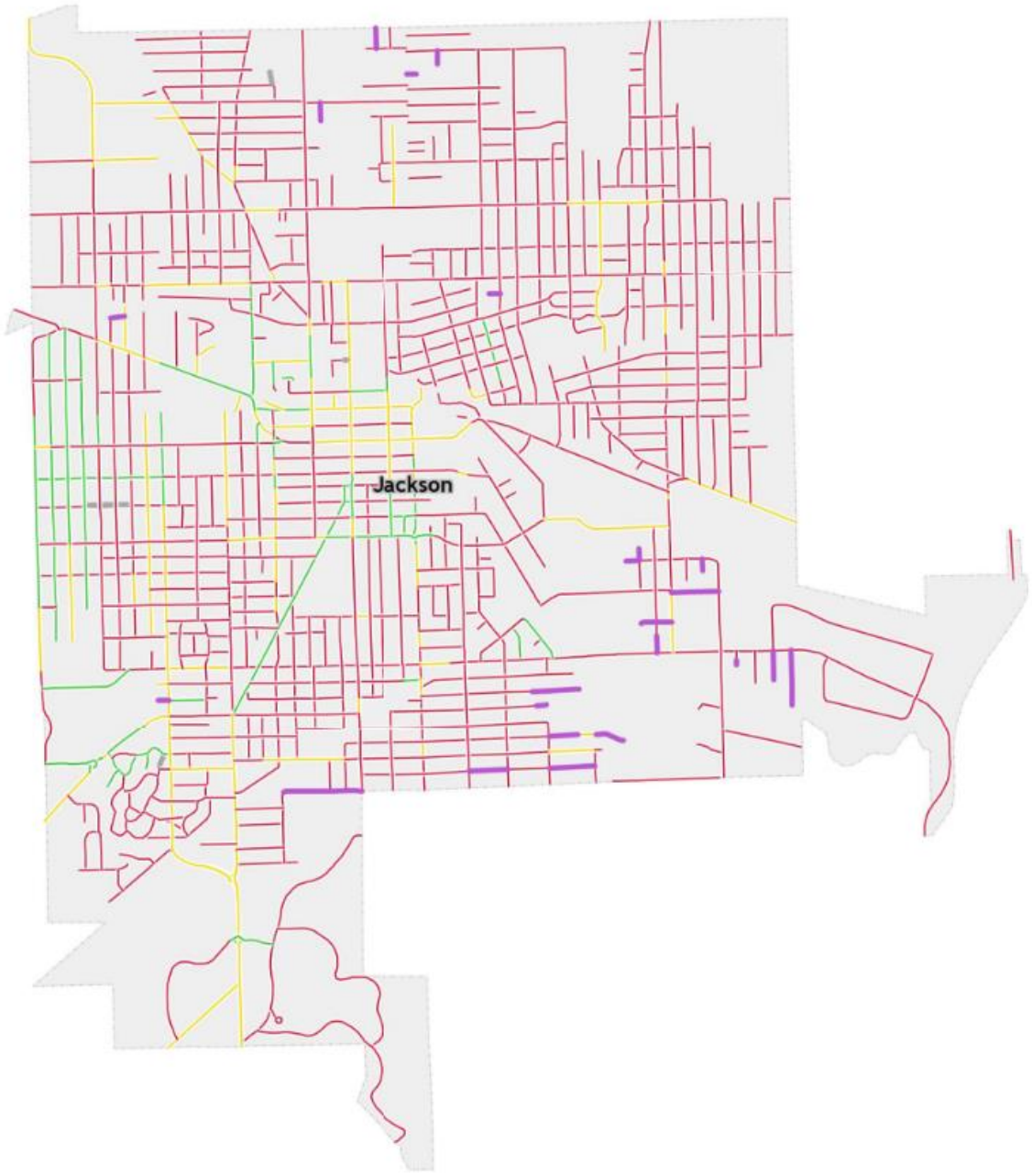



Figure 7: Map showing location of COJ's paved roads (i.e., those managed by COJ) and their current condition for paved roads with green for good (i.e., PASER 10, 9, 8), yellow for fair (i.e., PASER 7, 6, 5), and red for poor (i.e., PASER 4, 3, 2, 1), as well as the location of COJ's unpaved roads in purple

# Inventory

Michigan Public Act 51 of 1951 (PA 51), which defines how funds from the Michigan Transportation Fund (MTF) are distributed to and spent by road-owning agencies, classifies roads owned by COJ as either city major or city local roads. State statute prioritizes expenditures on the city major road network.

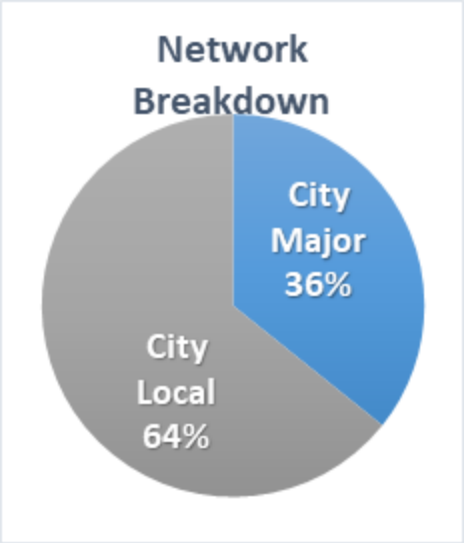



Figure 8: Percentage of city major and city local roads for COJ.

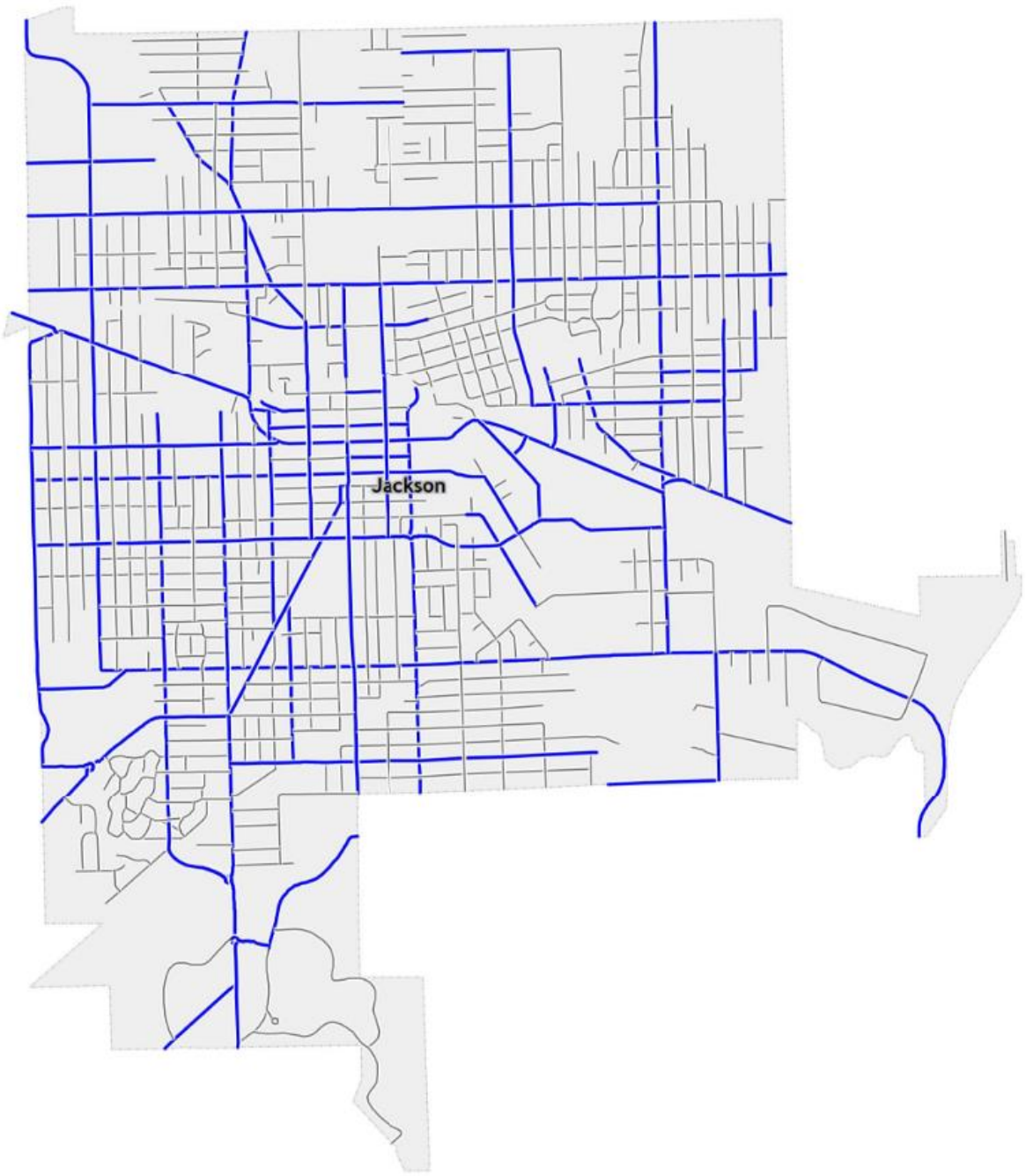



Figure 9: City major, in blue, and city local roads, in grey, for COJ.

COJ manages 5.707 miles of roads that are part of the National Highway System (NHS)—in other words, those roads that are critical to the nation's economy, defense, and mobility—and monitors and maintains their condition. The NHS is subject to special rules and regulations and has its own performance metrics

dictated by the FHWA. While most NHS roads in Michigan are managed by MDOT, COJ manages a percentage of those roads located in its jurisdiction, as shown in Figure 10.

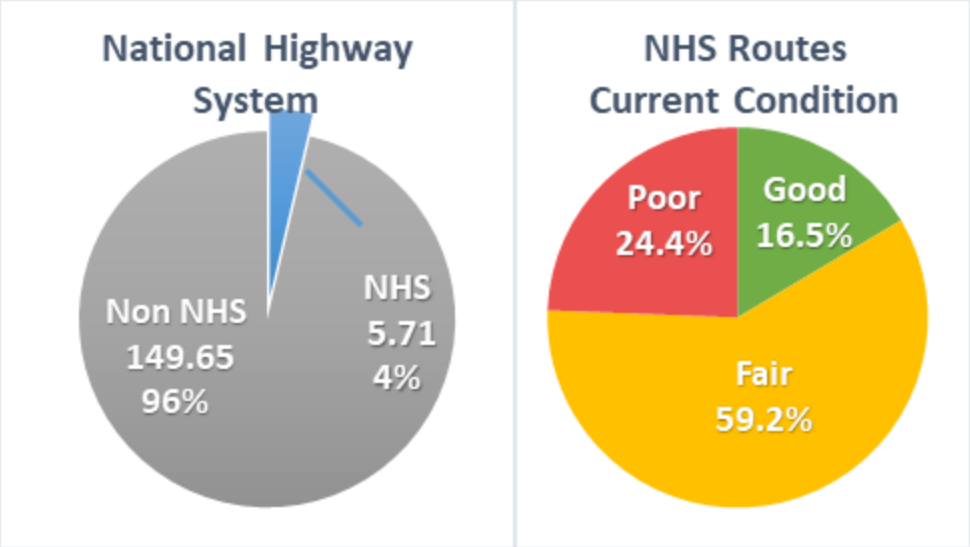



Figure 10: Miles of roads managed by COJ that are part of the National Highway System and condition.

COJ also owns and manages 2.352 miles of unpaved roads.

### *Types*

COJ has multiple types of pavements in its jurisdiction, including asphalt, sealcoat, concrete, brick/block, and undefined; it also has unpaved roads (i.e., gravel and/or earth). Factors influencing pavement type include cost of construction, cost of maintenance, frequency of maintenance, type of maintenance, asset life, and road user experience. More information on pavement types is available in the Introduction's Pavement Primer.

Figure 11 illustrates the percentage of various pavement types that COJ has in its network.

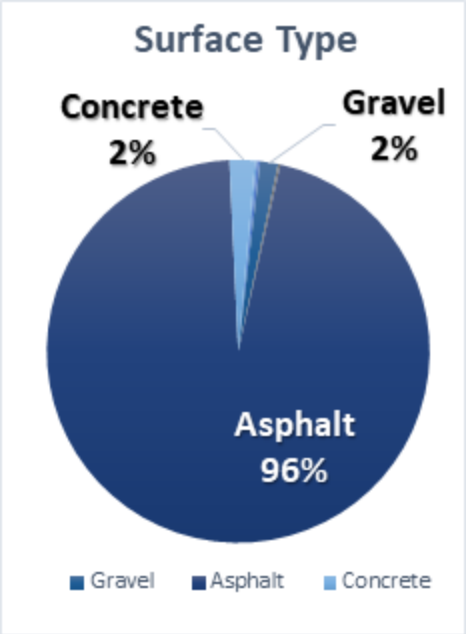



Figure 11: Pavement type by percentage maintained by COJ Undefined pavements have not been inventoried in COJ's asset management system to date.

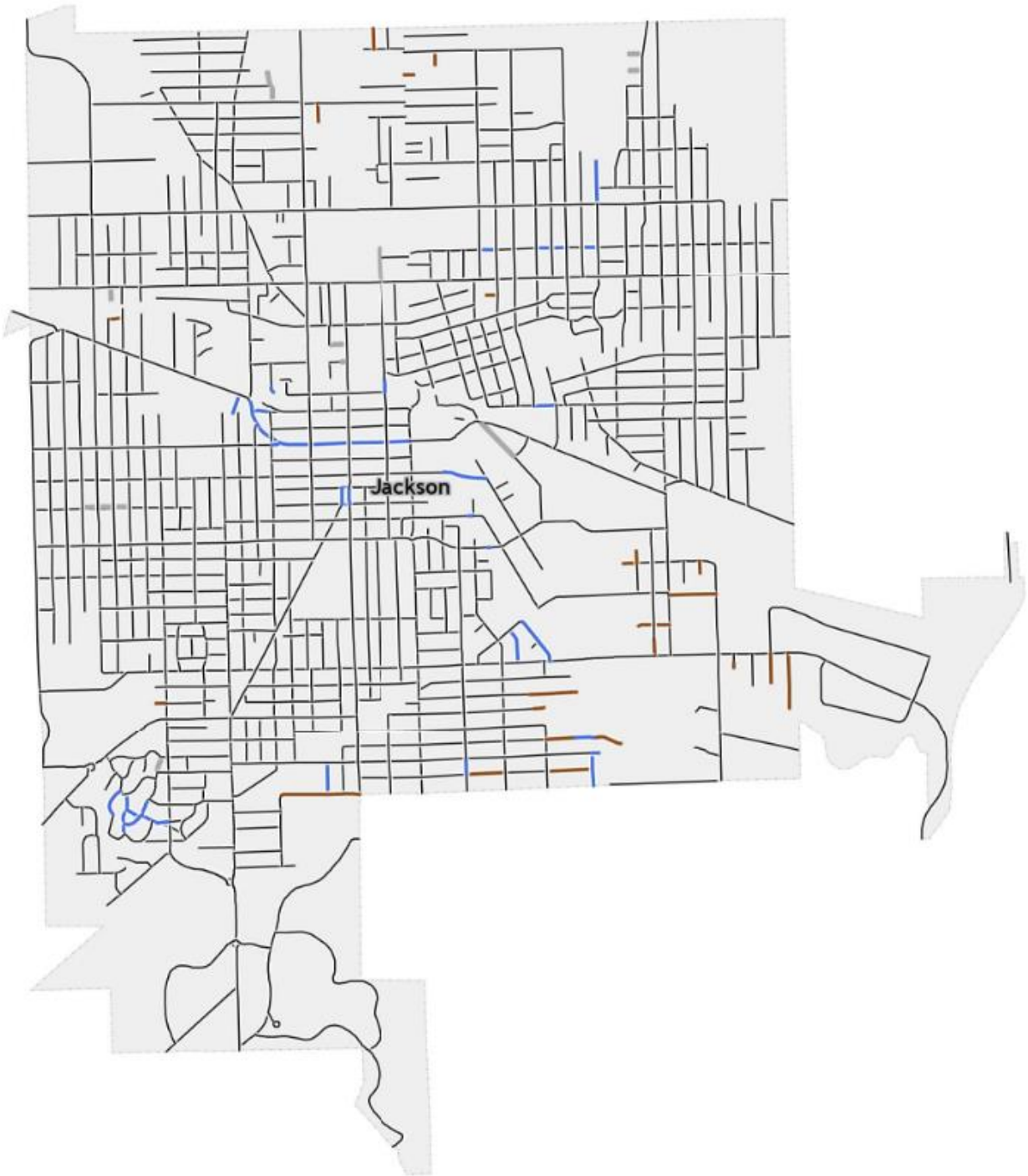



Figure 12: Pavement type. Asphalt is in black, Concrete is in Royal Blue, Gravel is in Brown

## *Locations*

Locations and sizes of each asset can be found in COJ's Roadsoft database. For more detail, please refer to the agency contact listed in the *Introduction* of this pavement asset management plan.

## *Condition*

The road characteristic that road users most readily notice is pavement condition. Pavement condition is a major factor in determining the most cost-effective treatment—that is, routine maintenance, capital preventive maintenance, or structural improvement—for a given section of pavement. COJ uses pavement condition and age to anticipate when a specific section of pavement will be a potential candidate for preventive maintenance. Pavement condition data enables COJ to evaluate the benefits of preventive maintenance projects and to identify the most cost-effective use of road construction and maintenance dollars. Historic pavement condition data can be used to predict future road conditions based on budget constraints and to determine if a road network's condition will improve, stay the same, or degrade at the current or planned investment level. This analysis helps to determine how much additional funding is necessary to meet a network's condition improvement goals. More detail on this topic is included in the Introduction's *Pavement Primer*.

### *Paved Roads*

COJ is committed to monitoring the condition of its road network and using pavement condition data to drive cost-effective decision-making and preservation of valuable road assets. COJ uses the Pavement Surface Evaluation and Rating (PASER) system, which has been adopted by the TAMC for measuring statewide pavement conditions, to assess its paved roads. The PASER system provides a simple, efficient, and consistent method for evaluating road condition through visual inspection. More information regarding the PASER system can be found in the Introduction's Pavement Primer.

COJ collects 100 percent of its PASER data every two years on all federal-aid-eligible roads. In addition, COJ collects paved non-federal-aid-eligible network using its own staff and resources when possible. The last full data set on the city local network is from 2020.

COJ's 2023 paved city major road network has 16 percent of roads in the TAMC good condition category, 59 percent in fair, and 24 percent in poor (Figure 13A). The paved city local road network has 7 percent of roads in the TAMC good condition category, 5 percent in fair, and 85 percent in poor, and 3 percent unrated (Figure 13B).

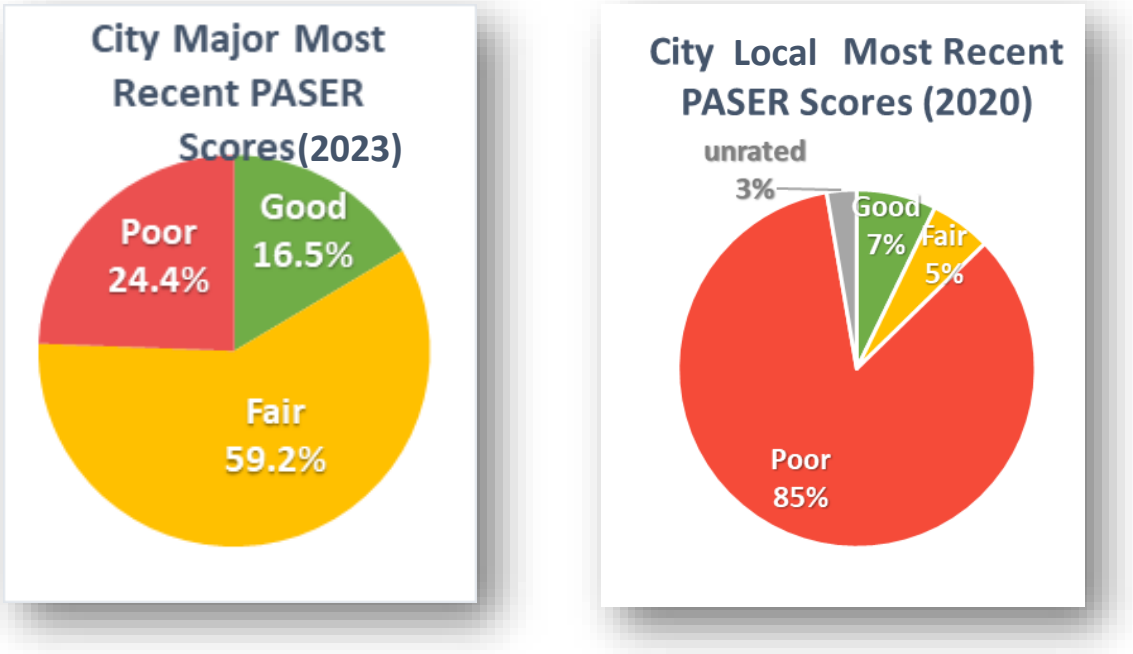



Figure 13: (A) Left: COJ paved city major road network conditions by percentage of good, fair, or poor, and (B) Right: paved city local road network conditions by percentage of good, fair, or poor.

In comparison, the statewide paved city major road network has 20 percent of roads in the TAMC good condition category, 40 percent in fair, and 40 percent in poor (Figure 14A). The statewide paved city local road network has 10 percent in good, 10 percent in fair, and 80 percent in poor (Figure 14B). Comparing Figure 13A and Figure 14A shows that COJ's paved city major road network is worse than similarly classified roads in the rest of the state, while Figure 13B and Figure 14B show that COJ's paved city local road network is worse than similarly classified roads in the rest of the state. This can be mostly attributed to a lack of funding available to local agencies. Other road condition graphs can be viewed on the TAMC pavement condition dashboard at: http://www.mcgi.state.mi.us/mitrp/Data/PaserDashboard.aspx.

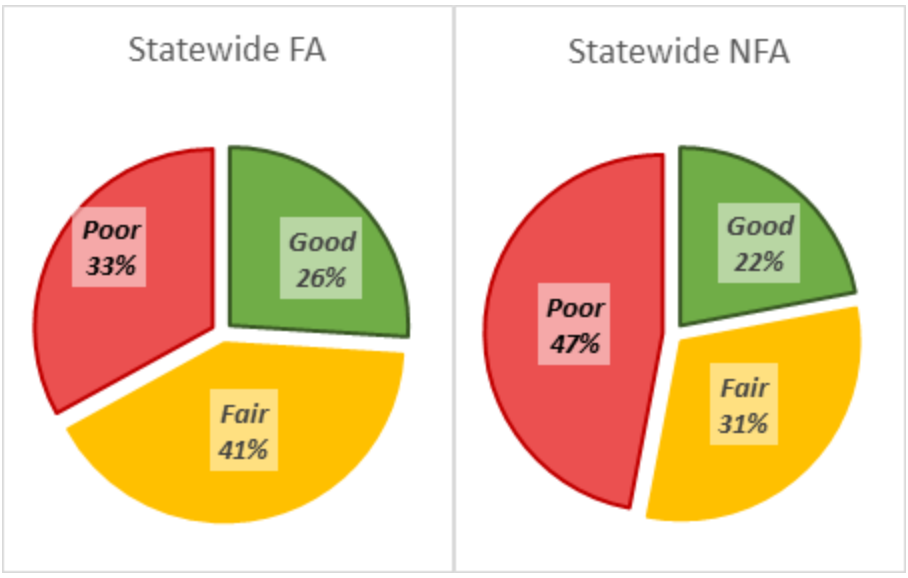



Figure 14: (A) Left: Statewide paved city major road network conditions by percentage of good, fair, or poor, and (B) Right: paved city local road network conditions by percentage of good, fair, or poor.

Figure 15 and Figure 16 show the number of miles for COJ's roads with PASER scores expressed in TAMC definition categories for the paved city major road network (Figure 15) and the paved city local road network (Figure 16). COJ considers road miles on the transition line between good and fair (PASER 8) and the transition line between fair and poor (PASER 5) as representing parts of the road network where there is a risk of losing the opportunity to apply less expensive treatments that gain significant improvements in service life.

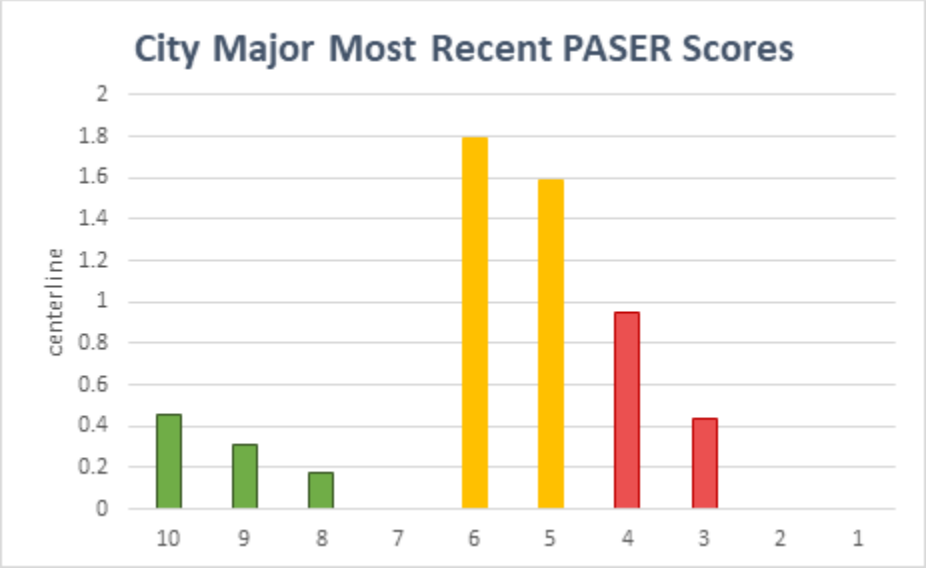



Figure 15: COJ paved city major road network conditions. Bar graph colors correspond to good/fair/poor TAMC designations.

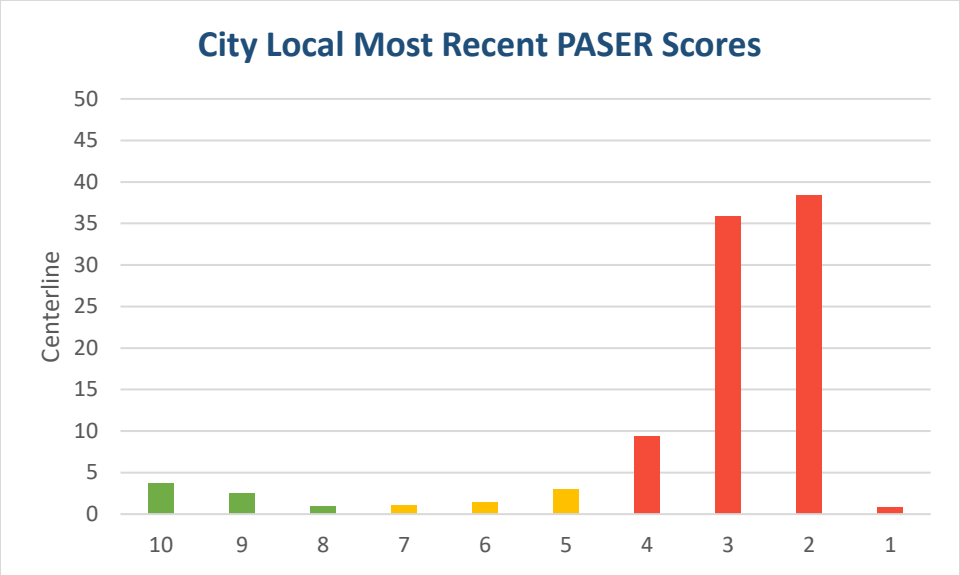



Figure 16: COJ paved city local network condition by PASER rating. Bar graph colors correspond to good/fair/poor TAMC designations.

Figure 17 provides a map illustrating the geographic location of paved roads and their respective PASER condition. An online version of the most recent PASER data is located at https://www.mcgi.state.mi.us/tamcMap/.

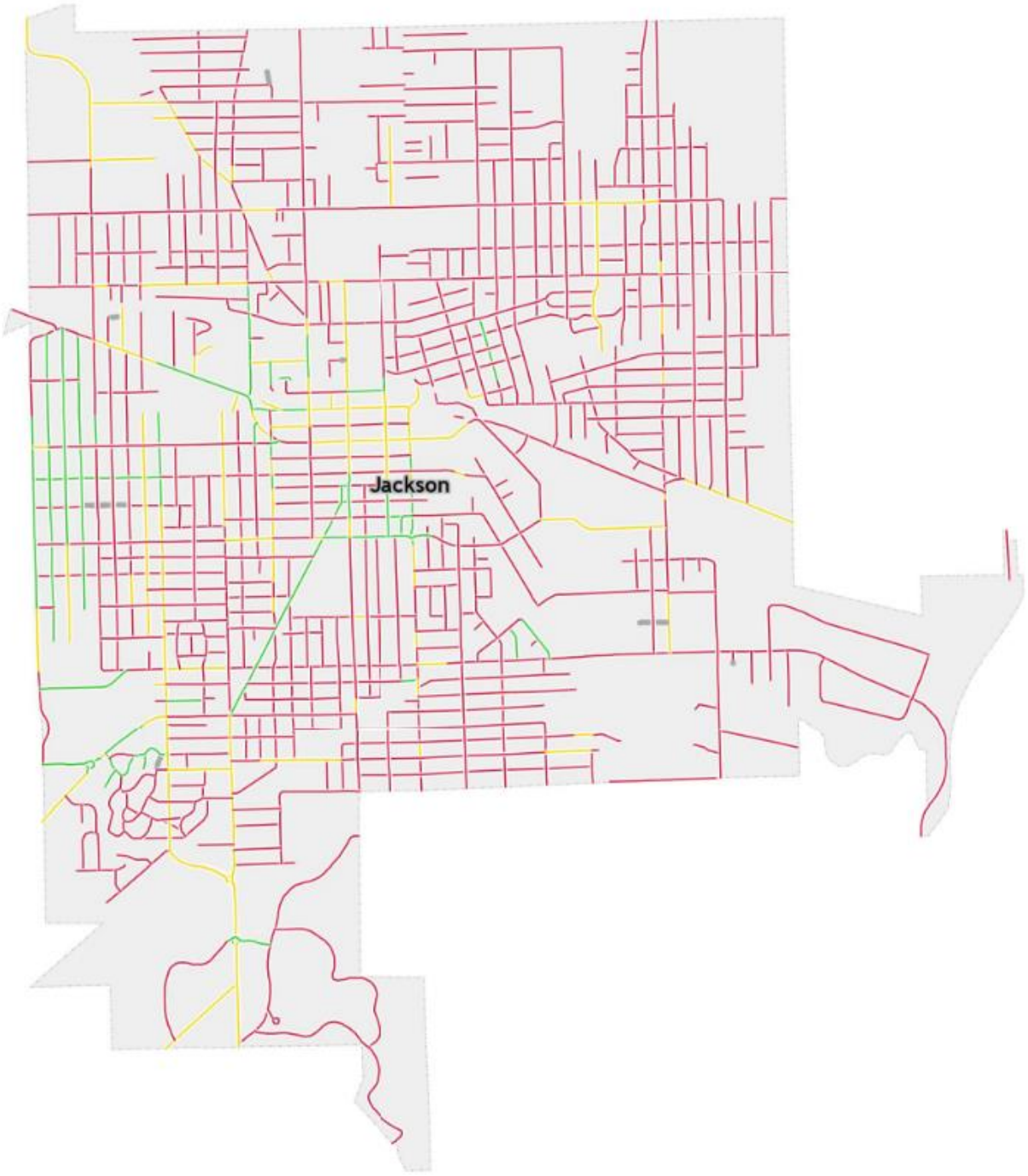



Figure 17: Map of the current paved road condition in good (PASER 10, 9, 8) shown in green, fair (PASER 7, 6, 5) shown in yellow, and poor (PASER 4, 3, 2, 1) shown in red. Only Roads owned by COJ are shown.

Historically, the overall quality of COJ's paved city major roads have been increasing, as can be observed in Figure 18. The percentage of roads in poor condition has decreased since 2018.

Comparing COJ's paved city major road condition trends illustrated in Figure 19 with overall statewide condition trends for similarly classified roads, which are illustrated in Figure 20, shows a similar trend locally as in the rest of the state; a decrease in roads rated poor.

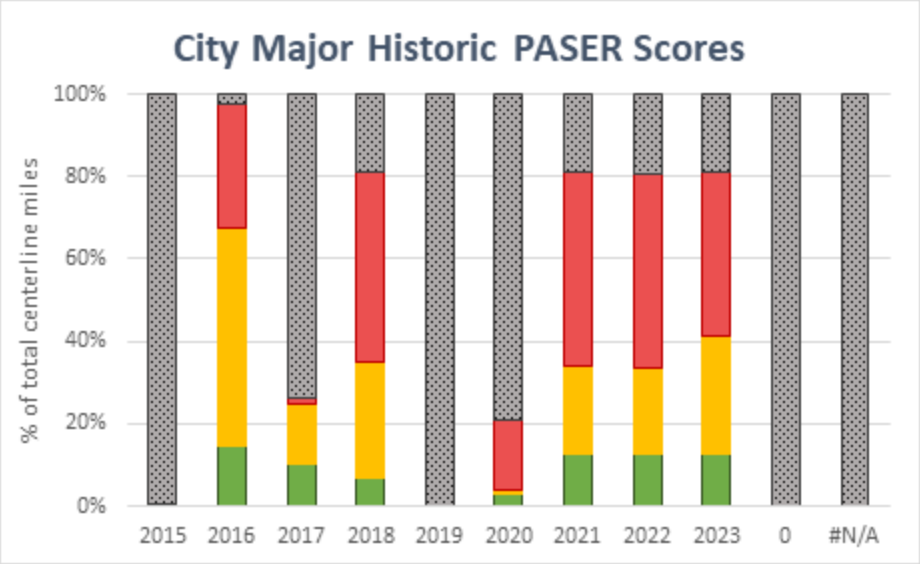



Figure 18: Historical COJ paved city major road network condition trend

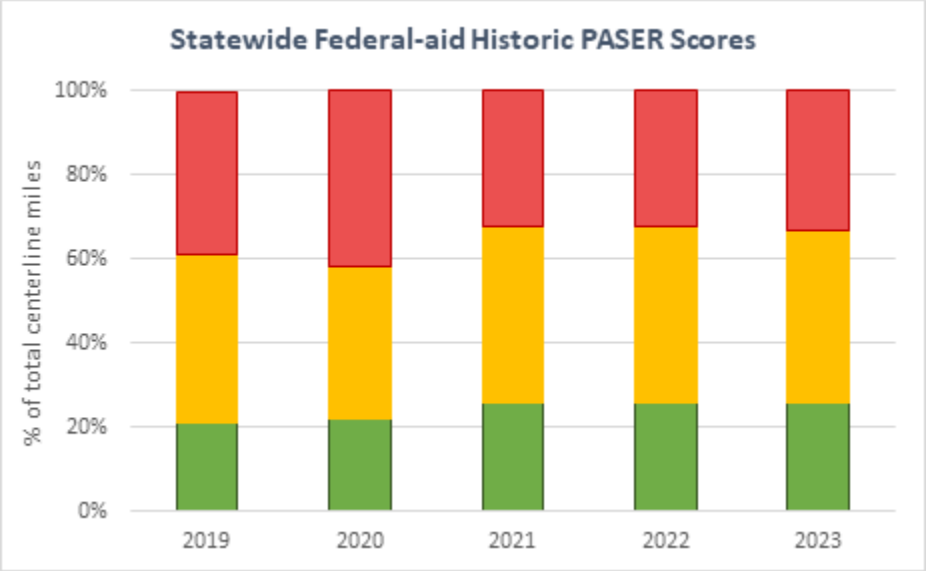



Figure 19: Historical statewide city major road network condition trend

Historically, the overall quality of COJ's paved city local roads decreased compared to paved city major road network due to a lack funding and therefore must be supported locally with minimum funds available. Figure 20 illustrates the condition of the paved city local road network in COJ while Figure 21 illustrates these conditions statewide.

COJ's paved city local road condition data does not illustrate any trends at this time. Additional data collection is needed before any trend analysis can be conducted.

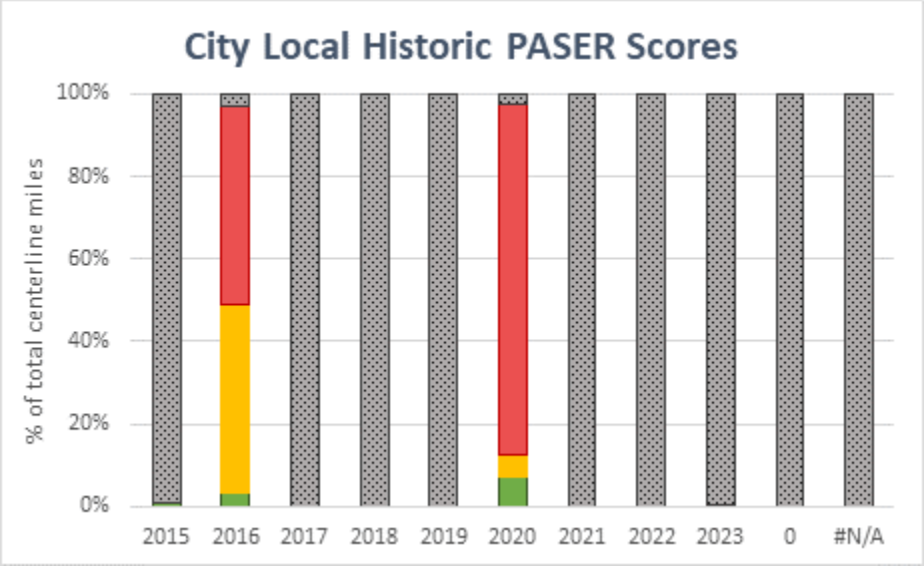



Figure 20: Historical COJ paved city local road network condition trend.

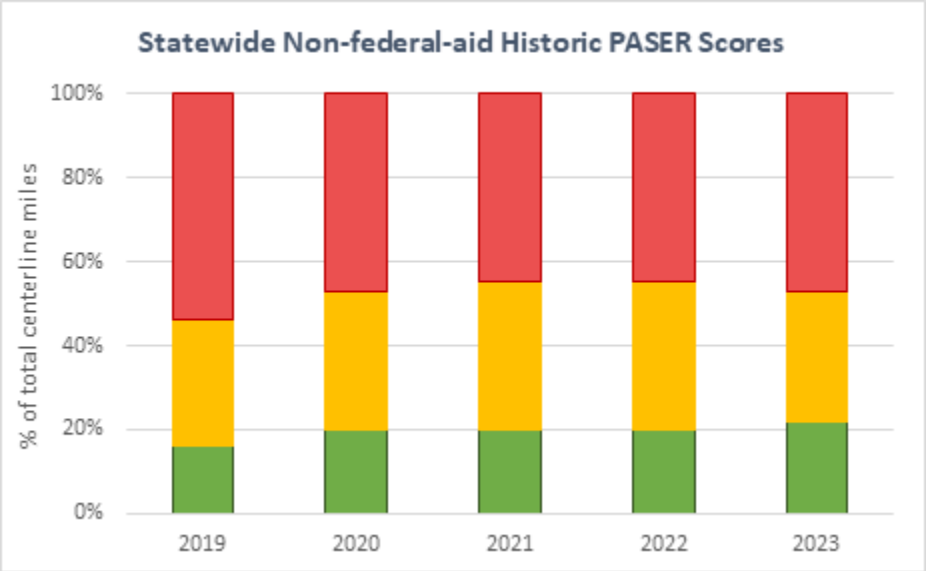



Figure 21: Historical statewide paved city local road network condition trend

### *Unpaved Roads*

The condition of unpaved roads can be rapidly changing, which makes it difficult to obtain a consistent surface condition rating over the course of weeks or even days. The TAMC adopted the Inventory Based

Rating (IBR) System™ for rating unpaved roads, and COJ uses the IBR System™ for rating its unpaved roads. More information regarding the IBR System™ can be found in Introduction's Pavement Primer.

The unpaved road network in the city consists of mostly dead end residential or industrial access streets. A section of W. South Street on the south side of the city is unpaved and borders the north side of a wooded area by Ella Sharp Park. Paving these roads is not a priority for the city at this time.

Figure 22 shows the percentage of unpaved roads in each IBR number ranges of 10, 9, and 8; 7, 6, and 5; and 4, 3, 2, and 1, for all roads. Figure 24 illustrates the miles of unpaved roads in IBR number ranges of 10, 9, and 8; 7, 6, and 5; and 4, 3, 2, and 1, for each township.

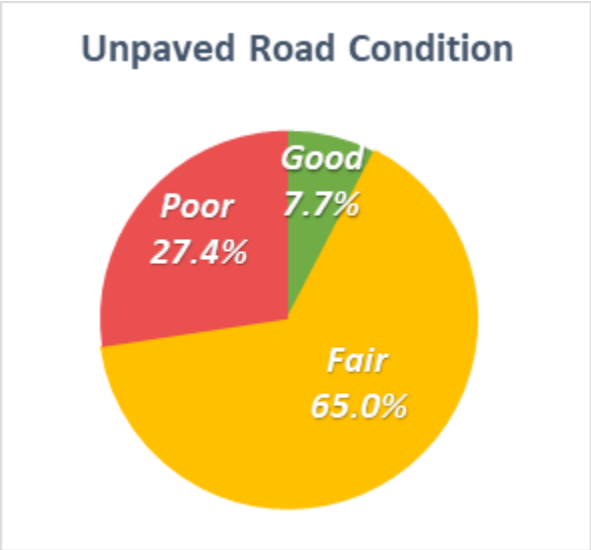



Figure 22: COJ's unpaved road network condition by percentage of roads with IBR numbers of 10, 9, and 8; roads with IBR numbers of 7, 6, and 5; and IBR numbers of 4, 3, 2, and 1.

Figure 23, Figure 24, and Figure 25 are maps illustrating the geographic location of unpaved roads and the assessment of the IBR elements, respectively: surface width, drainage adequecy, and structural adequecy.

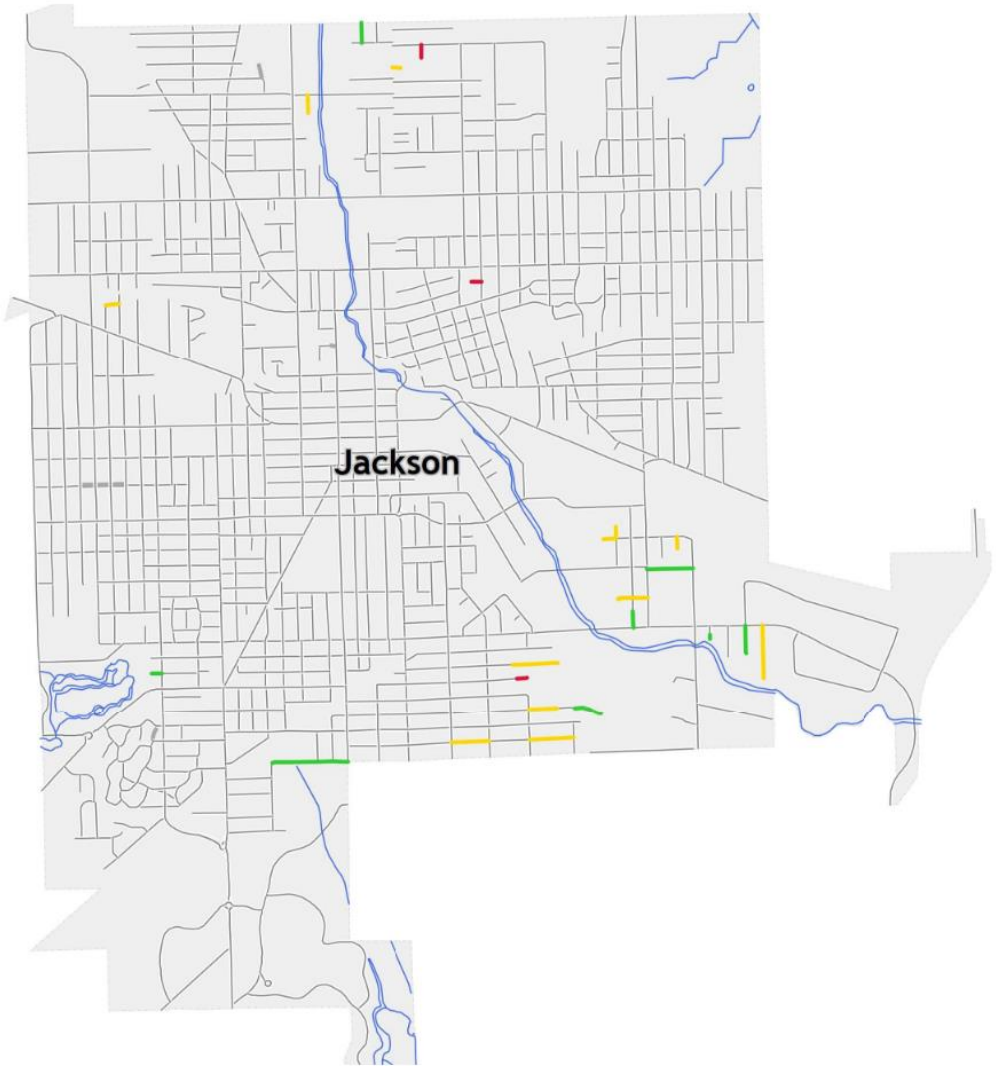



Figure 23: Map of the current IBR for surface width with good (22’ and greater) shown in green, fair (16’ to 21’) shown in orange, and poor (15’ or less) shown in red. Only unpaved roads owned by COJ are shown.

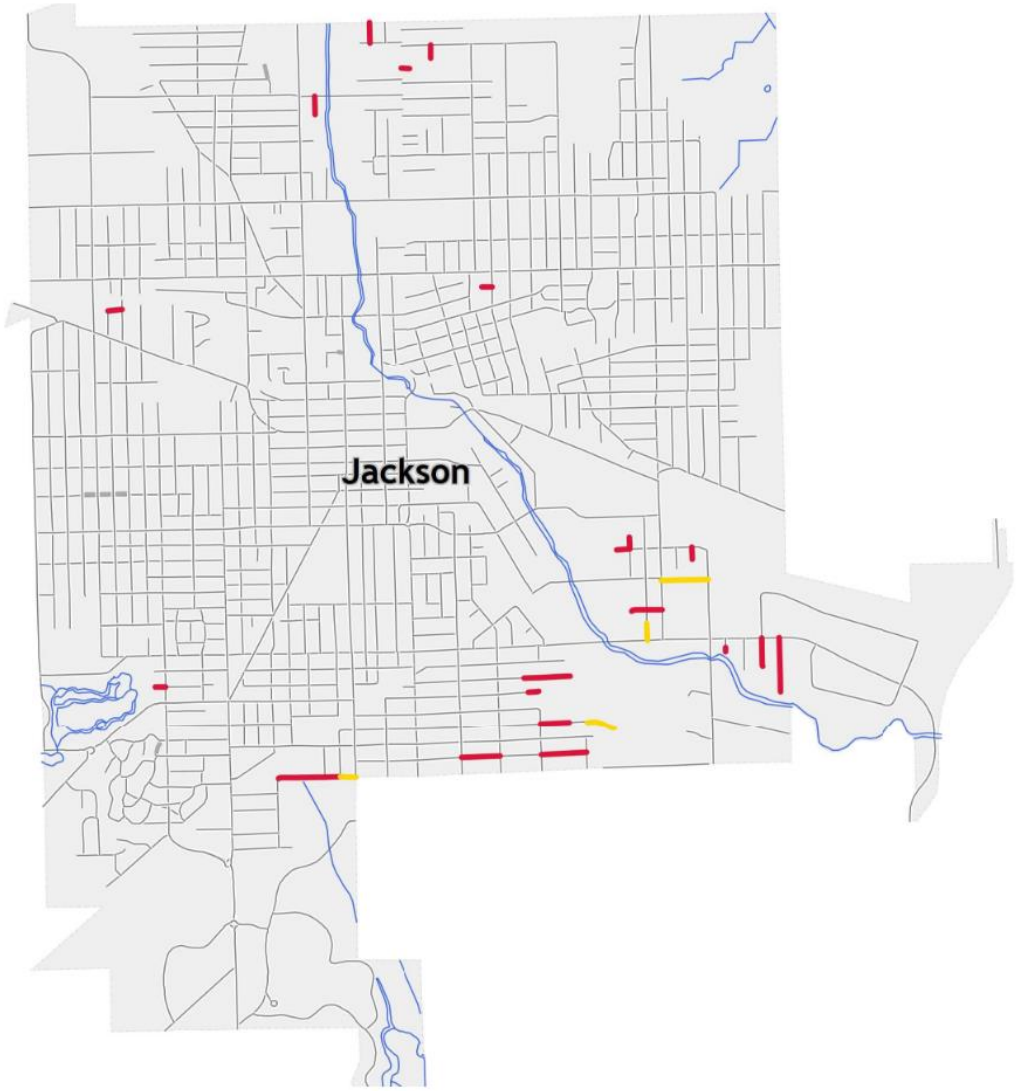



Figure 24: Map of the current IBR for drainage adequacy with good (2’ or more) shown in green, fair (0.5’ to less than 2’) shown in orange, and poor (less than 0.5’) shown in red. Only unpaved roads owned by COJ are shown.

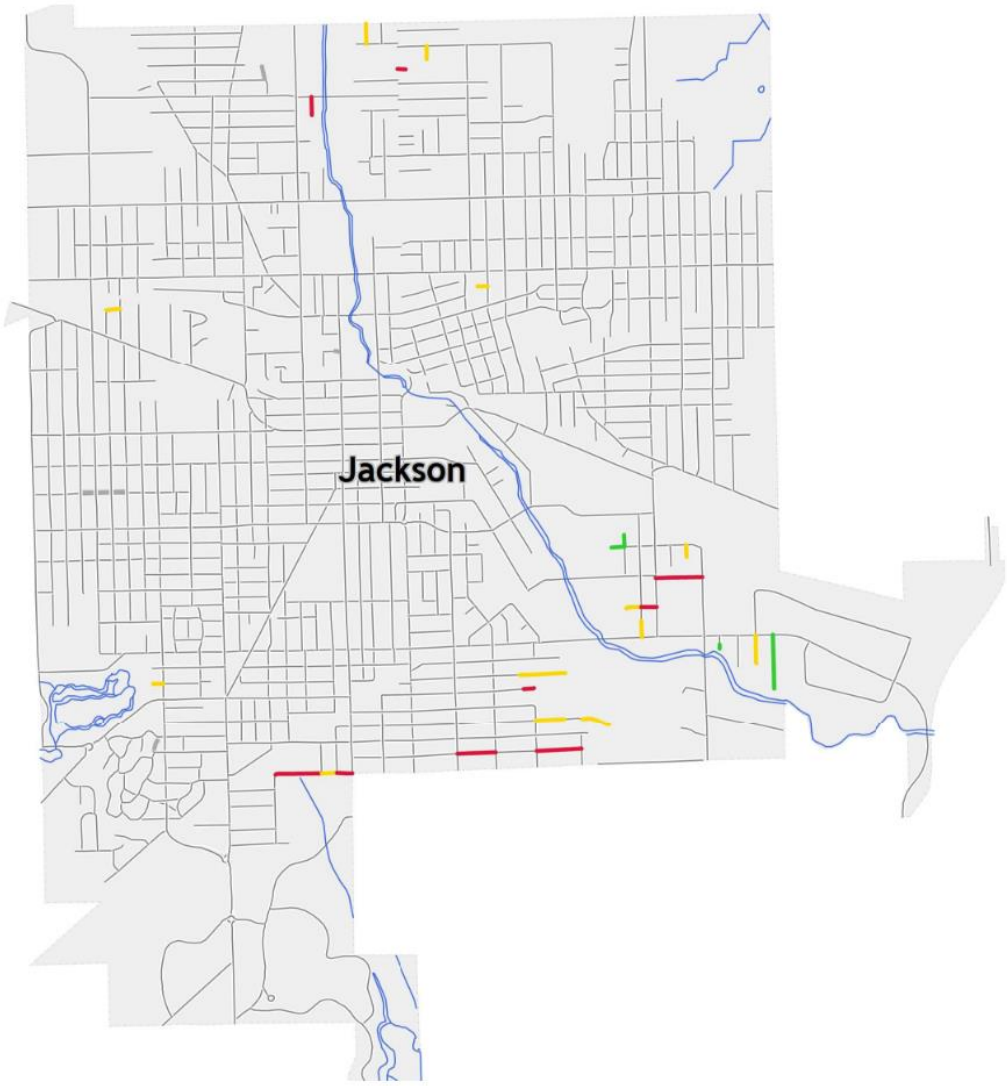



Figure 25: Map of the current IBR structural adequacy good (greater than 7") shown in green, fair (4" to 7") shown in orange, and poor (less than 4") shown in red. Only unpaved roads owned by COJ are shown.

Most unpaved roads under COJ's jurisdiction are dead end roads with limited traffic volumes. Many of these roads service less than 5 residents or businesses and the overall maintenance of these roads is minimal. In the past, COJ has performed double chip seal on some gravel roads in an effort improve condition for motorists. The COJ continues to perform maintenance on an as needed basis.

## Goals

Goals help set expectations on how pavement conditions will change in the future. Pavement condition changes are influenced by water infiltration, soil conditions, sunlight exposure, traffic loading, and repair work performed. COJ is not able to control any of these factors fully due to seasonal weather changes,

traffic pattern changes, and its limited budget. In spite of the uncontrollable variables, it is still important to set realistic network condition goals that efficiently use budget resources to build and maintain roads meeting taxpayer expectations. An assessment of the progress toward these goals is provided in the *1. Pavement Assets*: *Gap Analysis* section of this plan.

### *Goals for Paved City Major Roads*

The overall goal for COJ's paved city major road network is to improve road conditions network-wide from 2023 levels. The baseline condition for this goal is illustrated in Figure 26.

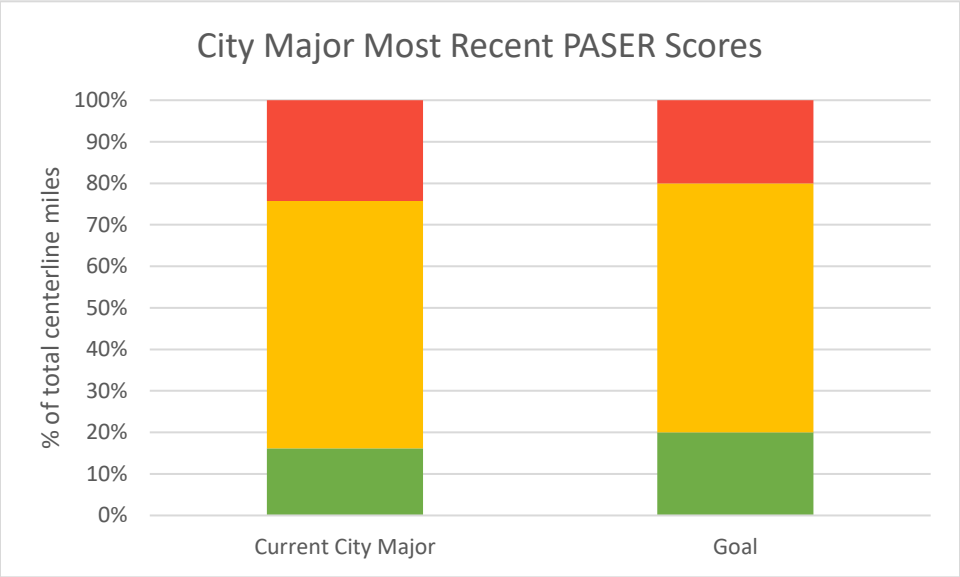



Figure 26: COJ's 2023 city major road network condition by percentage of good/fair/poor

COJ's network-level pavement condition strategy for paved city major roads is:

1. Prevent its good and fair (PASER 10 - 5) paved city major from becoming poor (PASER 4 - 1).
2. Move 4% of paved city major roads out of the poor category.

### *Goals for Paved City Local Roads*

The overall goal for COJ's paved city local road network is to improve road conditions network-wide from 2023 levels. The baseline condition for this goal is illustrated in Figure 27.

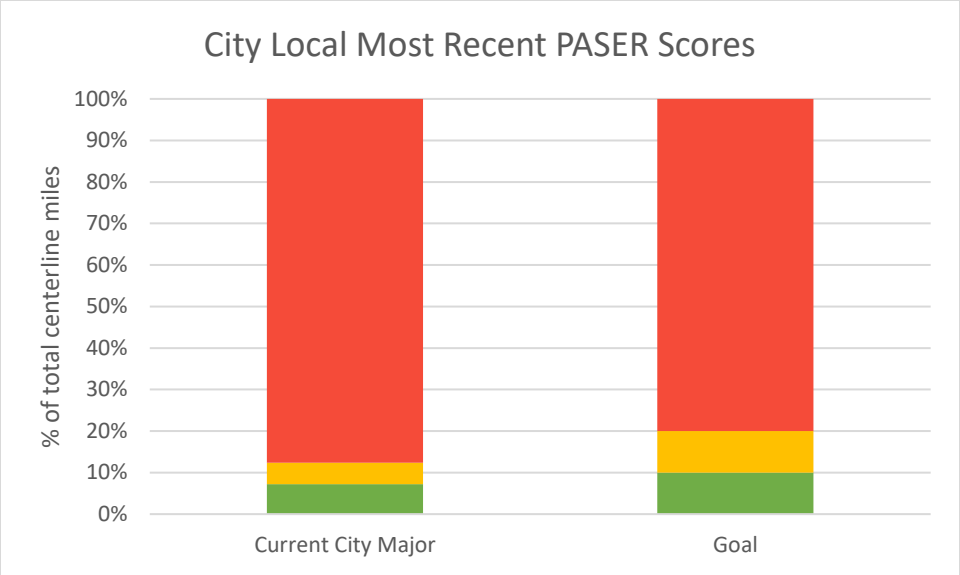



Figure 27: COJ 2023 paved city local road network condition by percentage of good/fair/poor

COJ's network-level pavement condition strategy for paved city local roads is:

1. Prevent its good and fair (PASER 10 - 5) paved city local roads from becoming poor (PASER 4 - 1).
2. Move 5% percent of paved city local roads out of the poor category.

### *Goals for Unpaved Roads*

The overall goal for COJ's unpaved road network is to maintain road conditions network-wide at 2023 levels. The baseline condition for this goal is illustrated in Figure 28.

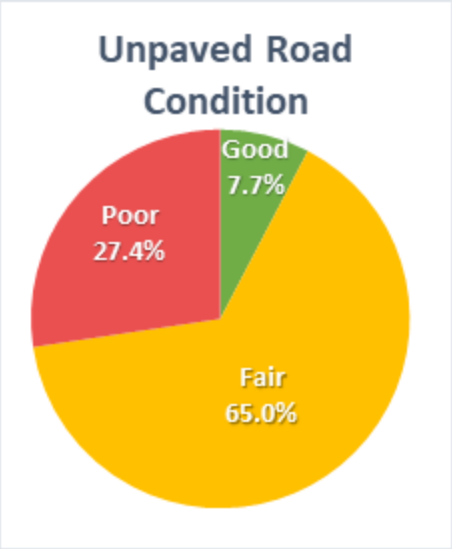



Figure 28: COJ's 2023 unpaved road network condition by percentage of good/fair/poor

## Modelled Trends

Roads age and deteriorate just like any other asset. All pavements are damaged by water, traffic weight, freeze/thaw cycles, sunlight, and traffic weight. To offset natural deterioration and normal wear-and-tear on the road, COJ must complete treatment projects that either protect and/or add life to its pavements. The year-end condition of the whole network depends upon changes or preservation of individual road section condition that preservation treatments have affected.

COJ uses many types of repair treatments for its roads, each selected to balance costs, benefits, and road life expectancy. When agency trends are modelled, any gap between goals and accomplishable work becomes evident. Financial resources influence how much work can be accomplished across the network within the agency budget and what treatments and strategies can be afforded; a full discussion of COJ's financial resources can be found in the *5. Financial Resources* section.

Treatments and strategies that counter pavement-damaging forces include reconstruction, structural improvement, capital preventive maintenance, innovative treatments, and maintenance. For a complete discussion on the pavement treatment tools, refer to the *1. Introduction*'s *Pavement Primer Section*.

Correlating with each PASER score are specific types of treatments best performed either to protect the pavement (CPM) or to add strength back into the pavement (structural improvement) (Table 1). MDOT provides guidance regarding when a specific pavement may be a candidate for a particular treatment. These identified PASER scores "trigger" the timing of projects appropriately to direct the right pavement fix at the right time, thereby providing the best chance for a successful project. The information provided in Table 1 is a guide for identifying potential projects; however, this table should not be the sole criteria for pavement treatment selection. Other information such as future development, traffic volume, utility projects, and budget play a role in project selection. This table should not be a substitute for engineering judgement.

**Table 1: Service Life Extension (in Years) for Pavement Types Gained by Fix Type[1]**

| Fix Type | Life Extension (in years) * | | | PASER |
|---|---|---|---|---|
| | Flexible | Composite | Rigid | |
| HMA crack treatment | 1-3 | 1-3 | N/A | 6-7 |
| Overband crack filling | 1-2 | 1-2 | N/A | 6-7 |
| One course non-structural HMA overlay | 5-7 | 4-7 | N/A | 4-5**** |
| Mill and one course non-structural HMA overlay | 5-7 | 4-7 | N/A | 3-5 |
| Single course chip seal | 3-6 | N/A | N/A | 5-7† |
| Double chip seal | 4-7 | 3-6 | N/A | 5-7† |
| Single course microsurface | 3-5 | ** | N/A | 5-6 |
| Multiple course microsurface | 4-6 | ** | N/A | 4-6**** |
| Ultra-thin HMA overlay | 3-6 | 3-6 | N/A | 4-6**** |
| Paver placed surface seal | 4-6 | ** | N/A | 5-7 |
| Full-depth concrete repair | N/A | N/A | 3-10 | 4-5*** |
| Concrete joint resealing | N/A | N/A | 1-3 | 5-8 |
| Concrete spall repair | N/A | N/A | 1-3 | 5-7 |
| Concrete crack sealing | N/A | N/A | 1-3 | 4-7 |
| Diamond grinding | N/A | N/A | 3-5 | 4-6 |
| Dowel bar retrofit | N/A | N/A | 2-3 | 3-5*** |
| Longitudinal HMA wedge/scratch coat with surface treatment | 3-7 | N/A | N/A | 3-5**** |
| Flexible patching | ** | ** | N/A | N/A |
| Mastic joint repair | 1-3 | 1-3 | N/A | 4-7 |
| Cape seal | 4-7 | 4-7 | N/A | 4-7 |
| Flexible interlayer “A” | 4-7 | 4-7 | N/A | 4-7 |
| Flexible interlayer “B” (SAMI) | 4-7 | 4-7 | N/A | 3-7 |
| Flexible interlayer “C” | 4-7 | 4-7 | N/A | 3-7 |
| Fiber reinforced flexible membrane | 4-7 | 4-7 | N/A | 3-7 |
| Fog seal | ** | ** | N/A | 7-10 |
| GSB 88 | ** | ** | N/A | 7-10 |
| Mastic surface treatment | ** | ** | N/A | 7-10 |
| Scrub seal | ** | ** | N/A | 4-8 |

* The time range is the expected life extending benefit given to the pavement, not the anticipated longevity of the treatment.

** Data is not available to quantify the life extension.

*** The concrete slabs must be in fair to good condition.

**** Can be used on a pavement with a PASER equal to 3 when the sole reason for rating is rutting or severe raveling of the surface asphalt layer.

† For PASER 4 or less providing structural soundness exists and that additional pre-treatment will be required for example, wedging, bar seals, spot double chip seals, injection spray patching or other pre-treatments.

[1] Part of Appendix D-1 from *MDOT Local Agency Programs Guidelines for Geometrics on Local Agency Projects* 2017 Edition Approved Preventive Maintenance Treatments

### *NCPP Network Quick Check to Forecast Future Trends*

The National Center for Pavement Preservation (NCPP) has developed an analysis method that gives an overall indicator of likely future road network condition trends. An example of this method along with a description is included as Appendix D.

The NCPP Quick Check works under the premise that a one-mile road segment loses one year of life each year that it is not treated with a maintenance, rehabilitation, or reconstruction project. For example, a 100-mile network loses 100 mile-years' worth of life each year that it is not treated. Construction and maintenance projects add life to a road network, offsetting the steady yearly loss. For example, an overlay project that is expected to last 10 years and constructed on 5 miles of pavement will add 10-years x 5 miles = 50 mile-years of improvement, which is about half the value lost in one year on the example 100-mile network. In order for the network to remain stable, an agency would need to complete projects every year that offset all of the mile-years of loss, for this example 100 mile-years.

#### *Paved City Major Roads*

Table 2 illustrates the calculations for the NCPP Quick Check method of COJ's paved city major road network. The treatments outlined in Table 2 are the average treatment volume of planned projects scheduled to be completed in 2024-2026. The *1. Pavement Assets*: *Planned Projects* section of this plan provides further detail. Results from the NCPP Quick Check for the paved city major roads indicate the average volume of work that COJ has been able to afford over the last five years is not keeping up with the natural deterioration of the road network due to age and use. Continuing the current treatment volume on this network will result in an ongoing deficit of 25mile-years of project benefit to stabilize this trend and maintain current conditions.

**Table 2: NCPP Modelled Trends, Planned Projects, and Gap Analysis for 's Road Assets—Modelled Trends: NCPP Quick Check Method for Paved City Major Road Network (55.568 miles)**

| Treatment Name | Average Yearly Miles of Treatment | Years of Life | Mile-Years |
|---|---|---|---|
| Crack Seal | 4 | 1 | 4 |
| Patch | 2 | 7 | 14 |
| Single-course mill & fill | 1 | 13 | 13 |
| Reconstruction | 0 | 25 | 0 |
| Crush & Shape | 0 | 8 | 0 |
| **Total** | | | **31** |
| **Gap Analysis:** | | | **25** |

The NCPP analysis of COJ planned projects from its currently available budget may not allow COJ to reach its pavement condition goal given the projects planned for the next three years. Improved levels of project tracking and data collection will enhance future gap analysis results.

*Paved City Local Road*

Table 3 illustrates the calculations for the NCPP Quick Check method of COJ's paved city local road network. The treatments outlined in Table 3 are the average treatment volume of planned projects scheduled to be completed in 2024-2026 The *1. Pavement Assets*: *Planned Projects* section of this plan provide further detail. Results from the NCPP Quick Check for the paved city local roads indicate the average volume of work that COJ has been able to afford over the last five years is not keeping up with the natural deterioration of the road network due to age and use. Continuing the current treatment volume on this network will result in an ongoing deficit of 18 mile-years of project benefit to stabilize this trend and maintain current conditions.

**Table 3: NCPP Modelled Trends, Planned Projects, and Gap Analysis for 's Road Assets—Modelled Trends: NCPP Quick Check Method for Paved City Local Road Network (99.786 miles)**

| Treatment Name | Average Yearly Miles of Treatment | Years of Life | Mile-Years |
|---|---|---|---|
| Crack Seal | 1 | 1 | 1 |
| Patch | 2 | 7 | 14 |
| Single-course mill & fill | 0 | 13 | 0 |
| Reconstruction | 0 | 25 | 0 |
| Crush & Shape | 0 | 8 | 0 |
| **Total** | | | **18** |
| **Gap Analysis** | | | **18** |

The NCPP analysis of COJ's planned projects from its currently available budget does not allow COJ to reach its pavement condition goals given the projects planned for the next three years. An updated pavement condition data set on the local street network and improved project tracking is needed to properly conduct a gap analysis on the local street network.

# Planned Projects

COJ plans large construction projects several years in advance when funding is sourced by federal or state grants. A multi-year planning threshold is required due to the time necessary to plan, design, and finance construction on the paved city major road network. This includes planning and programming requirements from state and federal agencies that must be met prior to starting a project and can include studies on environmental and archeological impacts, review of construction and design documents and plans, documentation of rights-of-way ownership, planning and permitting for storm water discharges, and other regulatory and administrative requirements. Maintenance projects are performed annually and when funding is available.

Per PA 499 of 2002 (later amended by PA 199 of 2007), road projects for the upcoming three years are required to be reported annually to the TAMC. Planned projects represent the best estimate of future activity; however, changes in design, funding, and permitting may require COJ to alter initial plans. The

*1. Pavement Assets*: *Modelled Trends* section of this plan provides a detailed analysis of the impact of the proposed projects on their respective road networks.

COJ plans to do the following projects:

***Paved City Major Projects***

COJ is currently planning the construction projects listed in Appendix A for the paved city major road network. The locations of these projects are shown in Figure 29, Figure 30, and Figure 31. The total cost of these projects is approximately $12,206,096 and is mostly federal aid formula and discretionary grant funds.




Figure 29: Map showing paved city major road projects planned for 2024.

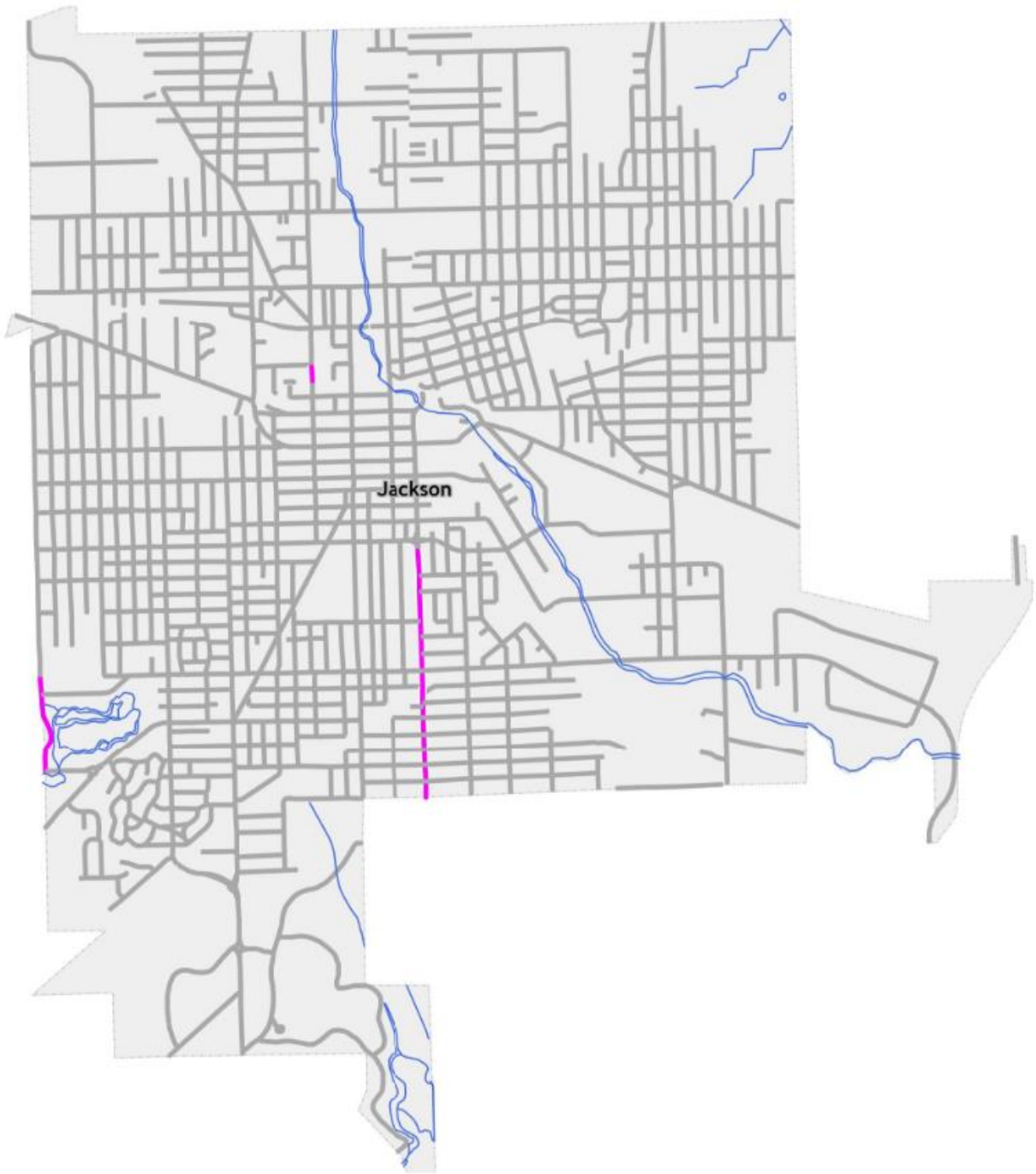



Figure 30: Map showing paved city major road projects planned for 2025.




Figure 31: Map showing paved city major road projects planned for 2026.

### *Paved City Local Projects*

COJ anticipates spending between $1,300,000 - $1,400,000 annually on maintenance and improvement activities on their City Local roads. Maintenance and improvement activities are often scheduled immediately prior to the activity and prioritization occurs based on immediate need. The city at this time does not have any projects specifically identified for 2025 and 2026.

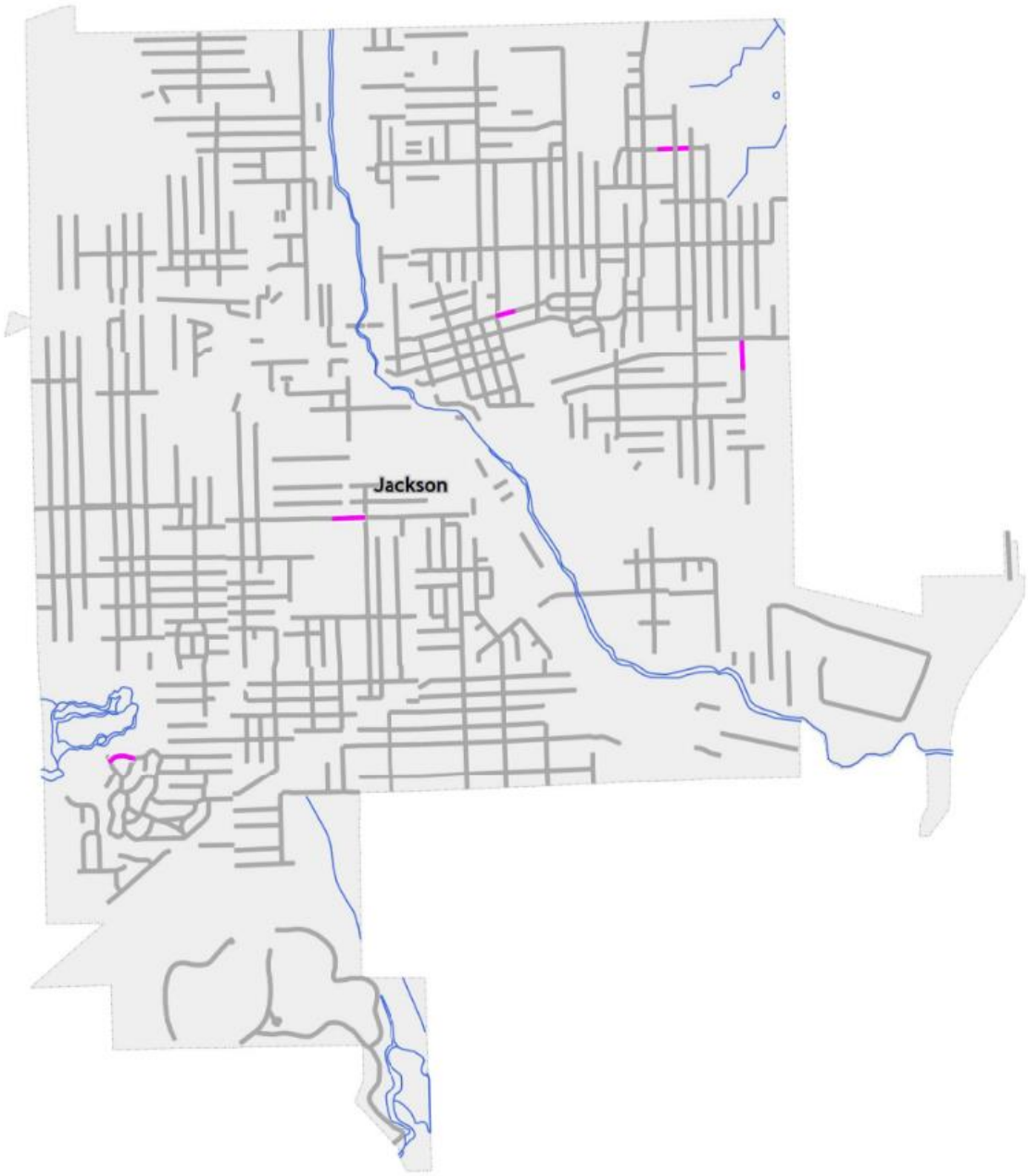



Figure 32: Map showing paved city local road projects planned for 2024 in pink.

***Unpaved Road Projects***

COJ anticipates annual maintenance activities of grading and dust control on its unpaved network. Funds to perform these activities vary but are sourced from the City Major and Local Street program. Maintenance and improvement activities are often scheduled immediately prior to the activity and prioritization occurs based on immediate need.

More detailed information on these projects can be found in Appendix A

# Gap Analysis

The current funding levels that COJ receives are not sufficient to meet the goals for the paved city major road network, the paved city local road network, and the unpaved road network. The *1. Pavement Assets*: *Goals* section of this plan provides further detail about the goals and the *1. Pavement Assets*: *Modelled Trends* section provides further detail on the shortfall given the current budget. However, COJ believes that the overall condition of this network can be maintained or improved with additional funding for construction and maintenance. An alternate strategy may be used to overcome the current shortfall and meet the goals on the paved city major road network, the paved city local road network, and the unpaved road network:

***NCPP Network Quick Check to Meet Goals on the Paved City Major and City Local Network***

The NCPP Quick Check can be used as an indicator of potential change in future pavement conditions based on the planned maintenance and construction work and the network size. This method is described in the *1. Pavement Assets*: *Modelled Trends* section of this plan and further detailed in Appendix D.

Table 4 and Table 5 illustrate the results of the NCPP Quick Check method. Table 4 shows that the paved city major road network will have a deficit of 594 mile-years of improvement. Table 5 shows that the paved city local road network will have a deficit of 2004 mile-years of improvement. To improve road conditions, the deficit must be overcome with a combination of maintenance and construction work overtime.

**Table 4: NCPP Modelled Trends, Planned Projects, and Gap Analysis for 's Road Assets—Planned Projects and Gap Analysis: NCPP Quick Check Method for Paved City Major Road Network (55.568 miles)**

**Planned Projects**

| Treatment Name | Average Yearly Miles of Treatment | Years of Life | Mile-Years |
|---|---|---|---|
| Crack Seal | **4** | 1 | 4 |
| Patch | **2** | 7 | 14 |
| Single-course mill & fill | **1** | 13 | 13 |
| Reconstruction | **1** | 25 | 25 |
| Crush & Shape | **0** | 8 | 0 |
| **Total** | | | 59 |

**Additional Annual Work Necessary to Overcome Deficit**

| Treatment Name | Additional Miles of Treatment Needed | Years of Life | Mile-Years |
|---|---|---|---|
| Crack Seal | 5 | 1 | 5 |
| Patch | 4 | 7 | 28 |
| Single-course mill & fill | 5 | 13 | 247 |
| Reconstruction | 13 | 25 | 325 |
| Crush & Shape | 6 | 8 | 48 |
| **Total** | | | **653** |
| **Gap Analysis: (Deficit)/Surplus** | | | **(594)** |

**Table 5: NCPP Modelled Trends, Planned Projects, and Gap Analysis for 's Road Assets—Planned Projects and Gap Analysis: NCPP Quick Check Method for Paved City Local Road Network (99.786 miles)**

**Planned Projects**

| Treatment | Average Yearly Miles of Treatment | Years of Life | Mile-Years |
|---|---|---|---|
| Crack Seal | 1 | 1 | 1 |
| Patch | 2 | 7 | 14 |
| Single-course mill & fill | 0 | 13 | 0 |
| Reconstruction | 1 | 25 | 25 |
| Crush & Shape | 0 | 8 | 0 |
| **Total** | | | **40** |

**Additional Work Necessary to Overcome Deficit**

| Treatment | Additional Miles of Treatment Needed | Years of Life | Mile-Years |
|---|---|---|---|
| Crack Seal | 2 | 1 | 2 |
| Patch | 3 | 7 | 21 |
| Single-course mill & fill | 12 | 13 | 156 |
| Reconstruction | 73 | 25 | 1825 |
| Crush & Shape | 5 | 8 | 40 |
| **Total** | | | **2044** |
| **Gap Analysis: (Deficit)/Surplus** | | | **2004** |

Table 4 & 5 outlines the additional project work for the paved city major road network that would be required in order to improve road conditions. It is anticipated that with the implementation of planned projects the condition of the system will improve slightly in trend towards COJ goals. Additional gap analysis will be conducted in 3 years to assess the impact of planned and completed projects on the condition of major and local road networks.

# 2. FINANCIAL RESOURCES

Public entities must balance the quality and extent of services they can provide with the tax resources provided by citizens and businesses, all while maximizing how efficiently funds are used. COJ will give an overview of its general expenditure and financial resources currently devoted to pavement maintenance and construction. This financial information is not intended to be a full financial disclosure or a formal report. Michigan agencies are required to submit an Act 51 Report to the Michigan Department of Transportation each year; this is a full financial report that outlines revenues and expenditures. This report can be obtained on our website at cityofjackson.org or by request submitted to our agency contact (listed in this plan).

COJ has a total budget for pavement asset management which is indicated in Table 8 & 9 below.

## City Major Network

COJ has historically spent between $6,000,000 to $17,000,000 annually on pavement-related projects. The total amount spent is dependent on state and federal grants. Over the next three years, COJ plans to spend $30,000,000 on city major-network projects consisting of, but not limited to, reconstruction and preventive maintenance. Future spending on projects, just like in past years, depends on revenue from Michigan Transportation Fund (MTF), bonds and grant awards.

## City Local Network

COJ has historically spent between $1,400,000 to $3,400,000 annually on pavement-related projects. Over the next three years, COJ plans to spend $4,500,000 on city local-network projects consisting of preventative maintenance or reconstruction. Local street improvement project selection follows the need

for water main replacement or repair. Future spending on projects, just like in past years, also depends on revenue from Michigan Transportation Fund (MTF), local assessments and bonds.

Table 6 and 7 show the proposed revenues for the Major Street Fund and the Local Street Fund.

## Table 6

**Proposed Revenues for Traffic Asset Management Plan**

**Fund 202 - Major Street Fund**

| Account | | Historical Revenues | | | | | Proposed Revenues for TAMP | | |
|---|---|---|---|---|---|---|---|---|---|
| | | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 | FY27 | FY28 |
| | | 2021/22 | 2022/23 | 2023/24 | 2023/24 | 2024/25 | 2025/26 | 2026/27 | 2027/28 |
| Account | Description | Actual | Actual | Budget | Projected | Adopted | Projected | Projected | Projected |
| 202-000-000-478.000 | Telecom Fee | 150,663 | 160,622 | 132,000 | 132,000 | 132,000 | | | |
| 202-000-000-501.000 | Federal Grant | 2,038,947 | 12,736,150 | 13,447,756 | 17,052,036 | 6,916,558 | 1,800,000 | 2,000,000 | 2,200,000 |
| 202-000-000-539.000 | State Grant | | | | | | | | |
| 202-000-000-346.006 | State Grant - Intercity Trail | | 300,000 | 300,000 | 450,000 | 300,000 | 300,000 | | |
| 202-000-000-569.000 | Act 51 Gas & Weight Tax | 3,617,791 | 3,810,467 | 3,200,000 | 3,600,000 | 3,500,000 | 3,400,000 | 3,500,000 | 3,600,000 |
| 202-000-000-582.000 | Coutrib.-County | | | | | | | | |
| 202-000-000-382.005 | Contrib. R2 Asset Mgt. | 20,963 | 15,491 | 20,000 | 15,000 | 20,000 | 15,000 | 15,500 | 16,000 |
| 202-000-000-664.000 | Interest | 13,497 | 35,236 | 5,000 | 16,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| 202-000-000-686.498 | Trunkline Maintenance | 118,047 | 97,031 | 224,972 | 230,130 | 228,424 | 200,000 | 206,000 | 212,200 |
| 202-000-000-687.676 | Refunds & Rebates-W/Comp | | | | | | | | |
| 202-000-000-687.677 | Refunds & Rebates-Healthcare | | | | | | | | |
| 202-000-000-688.451 | Miscellaneous | 2,815 | 573 | | 3,000 | 25,000 | | | |
| 202-000-000-688.463 | Miscellaneous | | | 2,000 | | | | | |
| 202-000-000-688.474 | Miscellaneous | 114,632 | 23,584 | 15,000 | 60,000 | 15,000 | | | |
| 202-000-000-699.245 | Cont.-Public Imp. Fund | 445,500 | 467,335 | 49,703 | 605,189 | 336,879 | 400,000 | 400,000 | 400,000 |
| 202-000-000-699.286 | Cont.-CDBG Fund | 76,185 | | | | | | | |
| 202-000400-699.425 | Cont.-2017 MTF Bond Cout. | | | | | | | | |
| 202-000-000-699.486 | Cont.-2018 Cap. Imp. Bond | | | | | | | | |
| 202-000-000-699.XXX | Cont.-2024 MTF Bond Cont. | | | 1,597,101 | 1,127,983 | 1,541,772 | 1,000,000 | 1,030,000 | 1,060,900 |
| 202-000-000-699.895 | Cont.-Special Assessmt. Fd. | 234,678 | 253,434 | 212,678 | 602,864 | 1,497,139 | 300,000 | 309,000 | 318,300 |
| 202-000-000-XXX.XXX | Other Miscellaneous | | | | | | 350,000 | 372,500 | 395,700 |
| **Total Revenues** | | **6,833,718** | **17,899,923** | **19,206,210** | **23,894,202** | **14,517,772** | **7,770,000** | **7,838,000** | **8,208,100** |

## Table 7

**Proposed Revenues for Traffic Asset Management Plan**

**Fund 203 - Local Street Fund**

| Account | | Historical Revenues | | | | | Proposed Revenues for TAMP | | |
|---|---|---|---|---|---|---|---|---|---|
| | | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 | FY27 | FY28 |
| | | 2021/22 | 2022/23 | 2023/24 | 2023/24 | 2024/25 | 2025/26 | 2026/27 | 2027/28 |
| Account | Description | Actual | Actual | Budget | Projected | Adopted | Projected | Projected | Projected |
| 203-000-000-569.000 | Act 51 Gas & Weight Tax | 1,093,151 | 1,119,809 | 820,000 | 870,000 | 870,000 | 850,000 | 876,000 | 902,000 |
| 203-000-000-569.001 | Act 5 I MDOT Supplement. | | | | | | | | |
| 203-000-000-664.000 | Interest | 6,328 | 67,442 | 8,500 | 47,210 | 23,605 | 5,000 | 5,000 | 5,000 |
| 203-000-0B0-687.676 | Refunds & Rebates-W/Comp | | | | | | | | |
| 203-000-000-687.677 | Refunds & Rebates-Healthcare | | | | | | | | |
| 203-000-000-688.451 | Miscellaneous | 32,815 | | | | | | | |
| 203400-000-699.202 | Cont. -Major Street Fund | | | | | | | | |
| 203-000-000-699.245 | Cont.-Public Improvemt. Fd. | 227,188 | 134,124 | 102,284 | | 257,914 | 200,000 | 200,000 | 200,000 |
| 203-000400-699.286 | Cont.-CDBG Fund | 390,306 | 401,381 | 474,211 | 131,852 | | | | |
| 203-000-000-699.425 | Cont.-2017 MTF Bond Cont. | | | | | | | | |
| 203-000-000-699.466 | Cont.-2018 Cap Imp Bond | | | | | | | | |
| 203-000-000-699.XXX | Cont.-2024 MTF Bond Cont. | | | 598,955 | | | | | |
| 203-000-000-699.895 | Cont.-Special Assessmt. Fd. | 69,779 | 200,002 | 1,457,469 | 386,618 | 339,934 | 300,000 | 309,000 | 318,000 |
| 203-000-000-XXX.XXX | Other Miscellaneous | | | | | | 100,000 | 110,000 | 120,000 |
| **Total Revenues** | | **1,819,567** | **1,922,758** | **3,461,419** | **1,435,680** | **1,491,453** | **1,455,000** | **1,500,000** | **1,545,000** |

# 3. RISK OF FAILURE ANALYSIS

Transportation infrastructure is designed to be resilient. The system of interconnecting roads and bridges maintained by COJ provides road users with multiple alternate options in the event of an unplanned disruption of one part of the system. There are, however, key links in the transportation system that may cause significant inconvenience to users if they are unexpectedly closed to traffic. Figure 33 illustrates the key transportation links in COJ's road network, including those that meet the following types of situations:

- **Geographic divides:** Areas where a geographic feature (river, lake, mountain, or limited access road) limits crossing points of the feature.
- **Emergency alternate routes for high-volume roads:** Roads which are routinely used as alternate routes for high volume roads or roads that are included in an emergency response plan.
- **Limited access areas:** Roads that serve remote or limited access areas that result in long detours if closed.
- **Main access to key commercial districts:** Areas where large number or large size business will be significantly impacted if a road is unavailable.

Our road network includes the following critical assets:

- MLK Jr. Drive from South Street to I-94 Business loop. – NHS Route
- Elm Avenue from I-94 Business Loop to 1950 feet north of Floral Avenue. – No close detours
- High Street from M-50 to South Street. – Access to industrial park
- Ganson Street from Brown Street ot 300 feet east of Horton Road. (see Figure 43). – NHS Route and only complete cross city east-west route

**City of Jackson, Michigan**
Critical Transportation Infrastructure Map

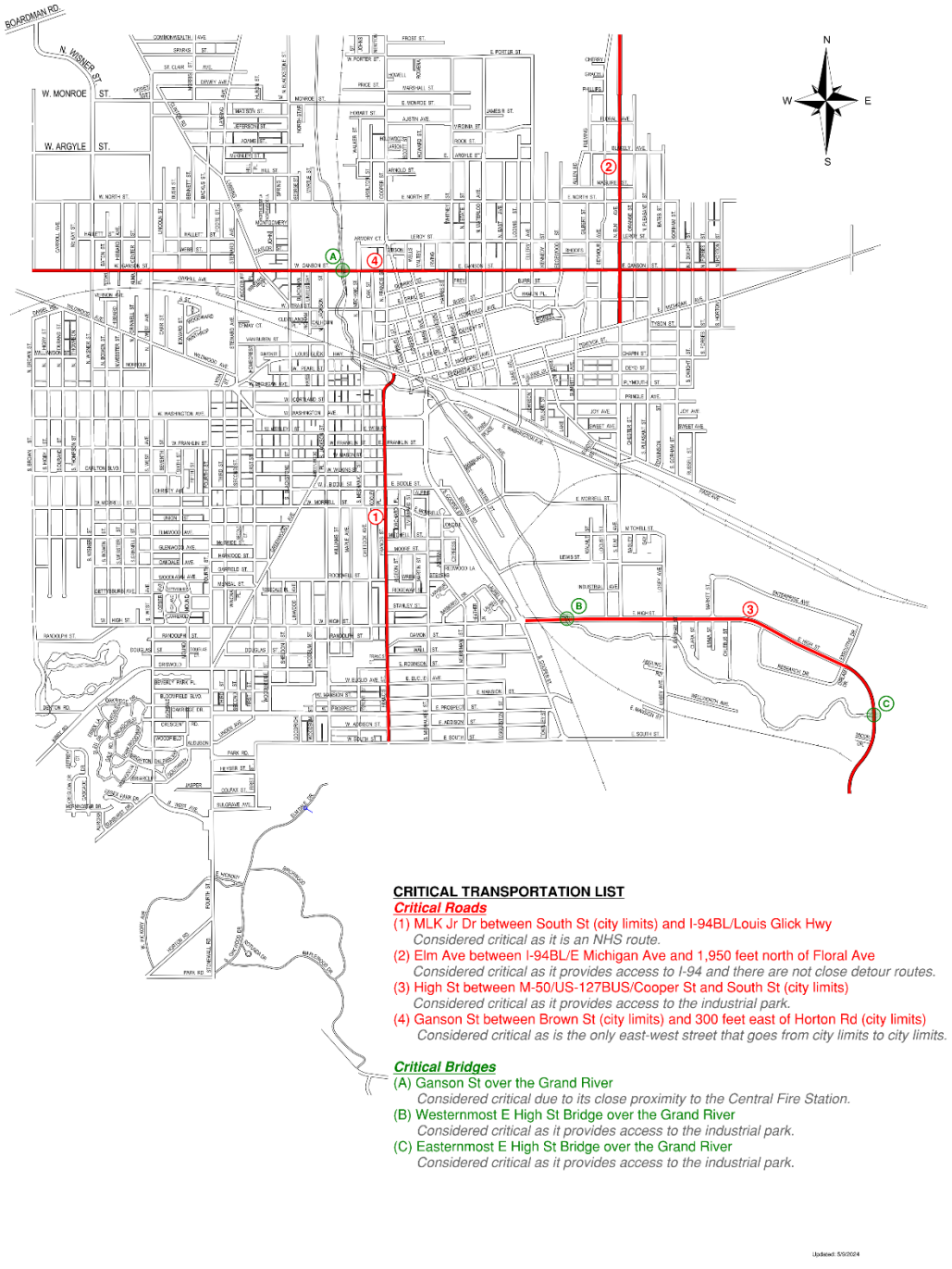



Figure 33: Key transportation links in COJ's road network

# 4. COORDINATION WITH OTHER ENTITIES

An asset management plan provides significant value for infrastructure owners because it serves as a platform to engage other infrastructure owners using the same shared right of way space. COJ communicates with both public and private infrastructure owners to coordinate work in the following ways:

Attend Region 2 Planning Meetings

Project Meetings with city staff.

Public Communications – Social media posts, websites, interactive construction project map.

## COORDINATION WITH OTHER COJ ASSETS

COJ maintains drinking water, sanitary, and storm sewer assets in addition to transportation assets. COJ follows an asset management process for all of its assets by coordinating the upgrade, maintenance, and operation of all major assets.

Planned projects for sub-surface infrastructure that COJ owns are listed in the following asset management plans: drinking water distribution system asset management plan, wastewater collection system asset management plan, storm sewer system asset management plan. These three sub-surface utility plans are coordinated with the transportation infrastructure plans to maximize value and minimize service disruptions and cost to the public.

COJ takes advantage of coordinated infrastructure work to reduce cost and maximize value using the following policies:

- Subsurface infrastructure projects which will cause damage to pavements in good condition will be delayed as long as possible, or methods that do not require pavement cuts will be considered.
- Subsurface utility projects will be coordinated to allow all under pavement assets to be upgraded in the same project regardless of ownership.
- Road reconstruction projects will not be completed until sub surface utilities are upgraded to have at least 40 years of remaining service life.

# COORDINATION WITH OTHER ENTITIES

Annually, COJ convenes an infrastructure planning meeting in the first quarter of the year. Representatives from all of the major public and private infrastructure owners that have assets in the road right of way are provided notice for the meeting and are invited to attend. An attempt is made to coordinate the schedule of the event to allow the majority of infrastructure owners to attend.

COJ provides all attendees of the infrastructure planning meeting with a list of all planned road projects for the next three years that include new pavement structure. Infrastructure owners are encouraged to discuss planned projects that would disrupt transportation services or cause damage to pavements. Projects which may cause damage to pavements in good or fair condition are discussed and mitigation measures are proposed to minimize the impact to pavements. Mitigation measures could include rescheduling and coordinating projects to maximize value and minimize disruptions and cost to the public.

# APPENDIX A: 2024 – 2026 PLANNED PROJECTS

## 2024

| Road | Limit 1 | Limit 2 | Length | Cost | Fix |
|---|---|---|---|---|---|
| N Elm Ave | North St | Floral Ave | 0.334 | $737,234 | Reconstruction |
| E High St | Executive Dr | South St | 0.631 | $738,376 | Crush & Shape |

## 2025

| Road | Limit 1 | Limit 2 | Length | Cost | Fix |
|---|---|---|---|---|---|
| MLK Jr. Dr | South St | Morrell St | 1.004 | $9,235,473 | Reconstruction |
| Brown St | Denton Rd | High St | 0.388 | $346,425 | Mill & Overlay |
| Blackston St | Glick Hwy | Van Buren St | 0.062 | $283,588 | Add left turn lane |

## 2026

| Road | Limit 1 | Limit 2 | Length | Cost | Fix |
|---|---|---|---|---|---|
| E Ganson St | Elm Ave | East City Limits | 0.498 | $865,000 | Single-course mill & fill |

# APPENDIX B: 2024 – 2026 PAVED CITY LOCAL ROAD PLANNED PROJECTS

## 2024

| Road | Limit 1 | Limit 2 | Length | Fix | Funding Source |
|---|---|---|---|---|---|
| Oakridge Dr | Glen Dr | Grovedale St | 0.105 | Replacement | Local Program |
| Blakely | N Elm Ave | N Pleasant St | 0.127 | Reconstruction | Local Program |
| Burr St | N State St | N Waterloo Ave | 0.073 | Reconstruction | Local Program |
| S Dwight St | Chapin St | Tyson St | 0.126 | Reconstruction | Local Program |
| W Biddle St | Greenwood Ave | Williams St | 0.069 | Reconstruction | Local Program |

# APPENDIX C: 2024 - 2026 UNPAVED ROAD PLANNED PROJECTS

None at this time

# APPENDIX D

# A Quick Check of Your Highway Network Health

*By Larry Galehouse, Director, National Center for Pavement Preservation*
*and*

*Jim Sorenson, Team Leader, FHWA Office of Asset Management*

Historically, many highway agency managers and administrators have tended to view their highway systems as simply a collection of projects. By viewing the network in this manner, there is a certain comfort derived from the ability to match pavement actions with their physical/functional needs. However, by only focusing on projects, opportunities for strategically managing entire road networks and asset needs are overlooked. While the "bottom up" approach is analytically possible, managing networks this way can be a daunting prospect. Instead, road agency administrators have tackled the network problem from the "top down" by allocating budgets and resources based on historical estimates of need. Implicit in this approach is a belief that the allocated resources will be wisely used and prove adequate to achieve desirable network service levels.

Using a quick checkup tool, road agency managers and administrators can assess the needs of their network and other highway assets and determine the adequacy of their resource allocation effort. A quick checkup is readily available and can be usefully applied with minimum calculations.

It is essential to know whether present and planned program actions (reconstruction, rehabilitation, and preservation) will produce a net improvement in the condition of the network. However, before the effects of any planned actions on the highway network can be analyzed, some basic concepts should be considered.

Assume every lane-mile segment of road in the network was rated by the number of years remaining until the end of life (terminal condition). Remember that terminal condition does not mean a failed road. Rather, it is the level of deterioration that management has set as a minimum operating condition for that road or network. Consider the rated result of the current network condition as shown in Figure 1.

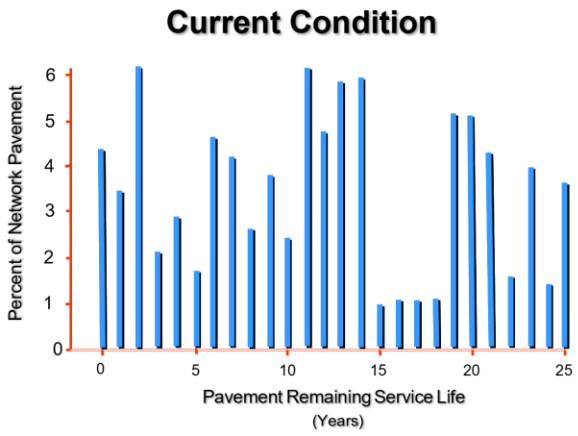



Figure 1 – Current Condition

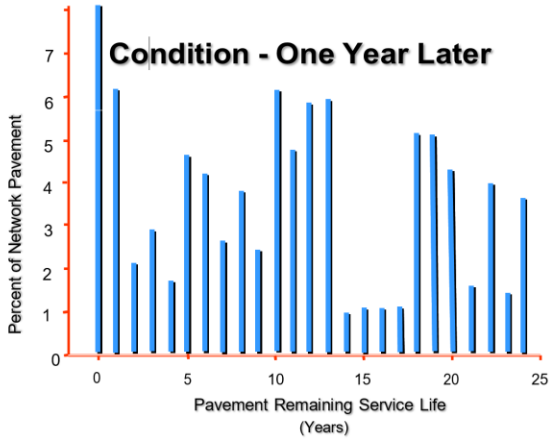



Figure 2 – Condition 1-Year Later

If no improvements are made for one year, then the number of years remaining until the end of life will decrease by one year for each road segment, except for those stacked at zero. The zero- stack will increase significantly because it maintains its previous balance and also becomes the recipient of those roads having previously been stacked with one year remaining. Thus, the entire network will age one year to the condition shown in Figure 2, with the net lane-miles in the zero-stack raised from 4% to 8% of the network.

Some highway agencies still subscribe to the old practice of assigning their highest priorities to the reconstruction or rehabilitation of the worst roads. This practice of "worst first," i.e., continually addressing only those roads in the zero-stack, is a proven death spiral strategy because reconstruction and rehabilitation are the most expensive ways to maintain or restore serviceability. Rarely does sufficient funding exist to sustain such a strategy.

The measurable loss of pavement life can be thought of as the network's total lane-miles multiplied by 1 year, i.e., lane-mile-years. Consider the following quantitative illustration. Suppose your agency's highway network consisted of 4,356 lane-miles. Figure 3 shows that without intervention, it will lose 4,356 lane-mile-years per year.

**Agency Highway Network = 4,356 lane miles**

*Each year the network will lose*

**4,356 lane-mile-years**

**Agency Highway Network = 4,356 lane miles**

*Each year the network will lose*

**4,356 lane-mile-years**

**Agency Highway Network = 4,356 lane miles**

*Each year the network will lose*

**4,356 lane-mile-years**

**Agency Highway Network = 4,356 lane miles**

*Each year the network will lose*

**4,356 lane-mile-years**

**Agency Highway Network = 4,356 lane miles**

*Each year the network will lose*

**4,356 lane-mile-years**

**Agency Highway Network = 4,356 lane miles**

*Each year the network will lose*

**4,356 lane-mile-years**

**Agency Highway Network = 4,356 lane miles**

*Each year the network will lose*

**4,356 lane-mile-years**

**Agency Highway Network = 4,356 lane miles**

*Each year the network will lose*

**4,356 lane-mile-years**

Figure 3 – Network Lane Miles

To offset this amount of deterioration over the entire network, the agency would need to annually perform a quantity of work equal to the total number of lane-mile-years lost just to maintain the status quo. Performing work which produces fewer than 4,356 lane-mile-years would lessen the natural decline of the overall network, but still fall short of maintaining the status quo. However, if the agency produces more than 4,356 lane-mile-years, it will improve the network.

In the following example, an agency can easily identify the effect of an annual program consisting of reconstruction, rehabilitation, and preservation projects on its network. This assessment involves knowing the only two components for reconstruction and rehabilitation projects: lane-miles and design life of each project fix. Figure 4 displays the agency's programmed activities for reconstruction and Figure 5 displays it for rehabilitation.

**Reconstruction Evaluation**

Projects this Year = 2

| Project | Design Life | Lane Miles | Lane Mile Years | Lane Mile Cost | Total Cost |
|---|---|---|---|---|---|
| No. 1 | 25 yrs | 22 | 550 | $463,425 | $10,195,350 |
| No. 2 | 30 yrs | 18 | 540 | $556,110 | $10,009,980 |
| | **Total** | = | **1,090** | | $20,205,330 |

Figure 4 - Reconstruction

**Rehabilitation Evaluation**

Projects this Year = 3

| Project | Design Life | Lane Miles | Lane Mile Years | Lane Mile Cost | Total Cost |
|---|---|---|---|---|---|
| No. 10 | 18 yrs | 22 | 396 | $263,268 | $5,791,896 |
| No. 11 | 15 yrs | 28 | 420 | $219,390 | $6,142,920 |
| No. 12 | 12 yrs | 32 | 384 | $115,848 | $3,707,136 |
| | **Total** | = | **1,200** | | $15,641,952 |

Figure 5 – Rehabilitation

When evaluating pavement preservation treatments in this analysis, it is appropriate to think in terms of "extended life" rather than design life. The term design life, as used in the reconstruction and rehabilitation tables, relates better to the new pavement's structural adequacy to handle repetitive loadings and environmental factors. This is not the goal of pavement preservation. Each type of treatment/repair has unique benefits that should be targeted to the

specific mode of pavement deterioration. This means that life extension depends on factors such as type and severity of distress, traffic volume, environment, etc. Figure 6 exhibits the agency's programmed activities for preservation.

**Preservation Evaluation**

| Project | Life Extension | Lane Miles | Lane Mile Years | Lane Mile Cost | Total Cost |
|---|---|---|---|---|---|
| No. 101 | 2 yrs | 12 | 24 | $2,562 | $30,744 |
| No. 102 | 3 yrs | 22 | 66 | $7,743 | $170,346 |
| No. 103 | 5 yrs | 26 | 130 | $13,980 | $363,480 |
| No. 104 | 7 yrs | 16 | 112 | $29,750 | $476,000 |
| No. 105 | 10 yrs | 8 | 80 | $54,410 | $435,280 |
| **Total** | | = | **412** | | $1,475,850 |

Figure 6 – Preservation

To satisfy the needs of its highway network, the agency must accomplish 4,356 lane-mile-years of work per year. The agency's program will derive 1,090 lane-mile-years from reconstruction, 1,200 lane-mile-years from rehabilitation, and 412 lane-mile-years from pavement preservation, for a total of 2,702 lane-mile-years. Thus, these programmed activities fall short of the minimum required to maintain the status quo, and hence would contribute to a net loss in network pavement condition of 1,653 lane-mile-years. The agency's programmed tally is shown in Figure 7.

**Network Trend**

| Programmed Activity | Lane-Mile-Years | Total Cost |
|---|---|---|
| Reconstruction | 1,090 | $20,205,330 |
| Rehabilitation | 1,200 | $15,641,952 |
| Preservation | 412 | $1,475,850 |
| **Total** | **2,702** | **$37,323,132** |
| Network Needs (Loss) | ( - ) 4,356 | |
| **Deficit =** | **- 1,654** | |

Figure 7 – Programmed Tally

This exercise can be performed for any pavement network to benchmark its current trend. Using this approach, it is possible to see how various long-term strategies could be devised and evaluated against a policy objective related to total-network condition.

Once the pavement network is benchmarked, an opportunity exists to correct any shortcomings in the programmed tally. A decision must first be made whether to improve the

network condition or just to maintain the status quo. This is a management decision and system goal.

Continuing with the previous example, a strategy will be proposed to prevent further network deterioration until additional funding is secured.

The first step is to modify the reconstruction and rehabilitation (R&R) programs. An agonizing decision must be made about which projects to defer, eliminate, or phase differently with multi- year activity. In Figure 8, reductions are made in the R&R programs to recover funds for less costly treatments in the pavement preservation program. The result of this decision recovered slightly over $6 million.

**Program Modification**

| Programmed Activity | Lane-Mile-Years | Cost Savings |
|---|---|---|
| **Reconstruction** ***31 lane miles*** ~~( 40 lane-miles )~~ | ***820*** ~~( 1,090 )~~ | **$5,004,990** |
| **Rehabilitation** ***77 lane miles*** ~~( 82 lane-miles )~~ | ***1,125*** ~~( 1,200 )~~ | **$1,096,950** |
| **Pavement Preservation** ( 84 lane-miles ) | ( 412 ) | **0** |
| **Total =** | ***2,357*** **( 2,702 )** | **$6,101,940** |

Figure 8 – Revised R & R Programs

Modifying the reconstruction and rehabilitation programs has reduced the number of lane-mile- years added to the network from 2,702 to 2,357 lane-mile-years. However, using less costly treatments elsewhere in the network to address roads in better condition will increase the number of lane-mile-years added to the network. A palette of pavement preservation treatments, or mix of fixes, is available to address the network needs at a much lower cost than traditional methods.

Preservation treatments are only suitable if the right treatment is used on the right road at the right time. In Figure 9, the added treatments used include concrete joint resealing, thin hot-mix asphalt (HMA) overlay (≤ 1.5”), microsurfacing, chip seal, and crack seal. By knowing the cost per lane-mile and the treatment life-extension, it is possible to create a new strategy (costing $36,781,144) that satisfies the network need. In this example, the agency saved in excess of $500,000 from traditional methods (costing $37,323,132), while erasing the 1,653 lane-mile-year deficit produced by the initial program tally. Network Strategy

| Programmed Activity | | Lane Mile Years | Total Cost |
|---|---|---|---|
| Reconstruction | ( 31 lane-miles ) | 820 | $15,200,340 |
| Rehabilitation | ( 77 lane-miles ) | 1,125 | $14,545,002 |
| Pavement Preservation | (84 lane-miles) | 412 | $1,475,850 |
| Concrete Resealing | (4 years x 31 lane-miles) | 124 | $979,600 |
| Thin HMA Overlay | (10 years x 16 lane-miles) | 160 | $870,560 |
| Microsurfacing | (7 years x 44 lane-miles) | 308 | $1,309,000 |
| Chip Seal | (5 years x 79 lane-miles) | 395 | $1,104,420 |
| Crack Seal | (2 years x 506 lane-miles) | 1,012 | $1,296,372 |
| | Total = | 4,356 | $36,781,144 |

Figure 9 – New Program Tally

In a real-world situation, the highway agency would program its budget to achieve the greatest impact on its network condition. Funds allocated for reconstruction and rehabilitation projects must be viewed as investments in the infrastructure. Conversely, funds directed for preservation projects must be regarded as protecting and preserving past infrastructure investments.

Integrating reconstruction, rehabilitation, and preservation in the proper proportions will substantially improve network conditions for the taxpayer while safeguarding the highway investment.

# APPENDIX E: MEETING MINUTES VERIFYING PLAN ACCEPTANCE BY GOVERNING BODY

# B. BRIDGE ASSET MANAGEMENT PLAN

An attached bridge asset management plan follows.

# City of Jackson
# 2024 Bridge
# Asset Management Plan

A plan describing the City of Jackson's transportation assets and conditions.

*Prepared by:*
City of Jackson
Engineering
Troy R. White, P.E.
517-788-4160

CITY OF JACKSON MICHIGAN

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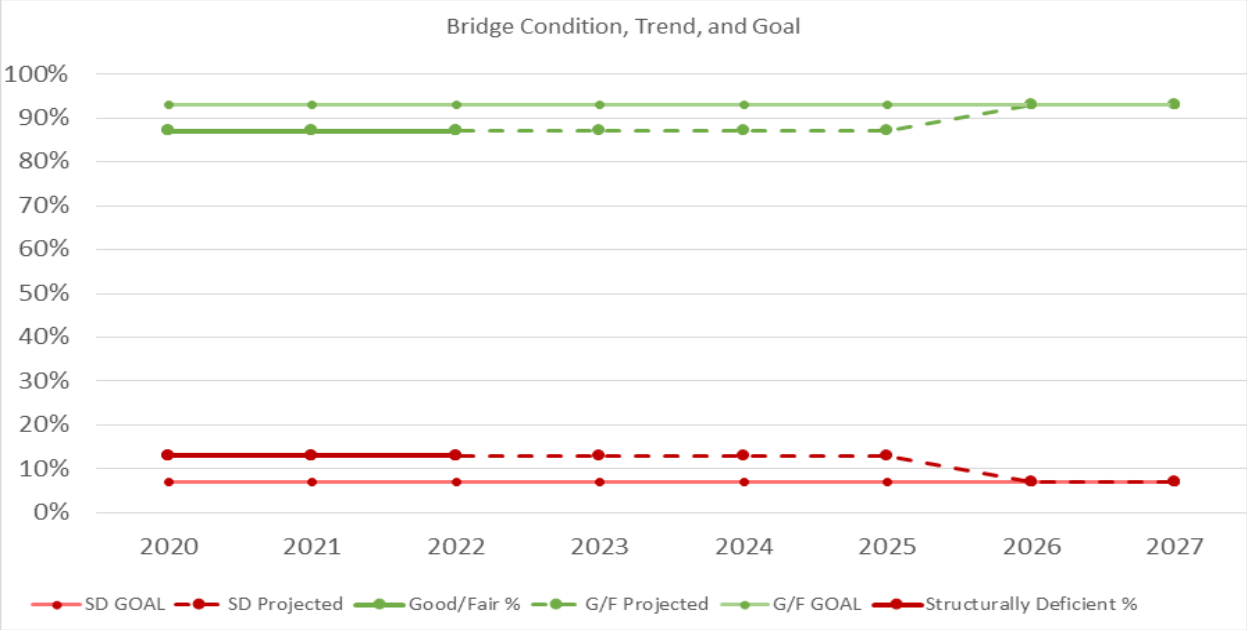
# EXECUTIVE SUMMARY

As conduits for commerce and connections to vital services, bridges are among the most important assets in any community along with other assets like roads, culverts, traffic signs, traffic signals, and utilities that support and affect the road network. The City of Jackson's (COJ) bridges, other road-related assets, and support systems are some of the most valuable and extensive public assets, all of which are paid for with taxes collected from ordinary citizens and businesses. The cost of building and maintaining bridges, their importance to society, and the investment made by taxpayers all place a high level of responsibility on local agencies to plan, build, and maintain the road and bridge network in an efficient and effective manner. This asset management plan is intended to report on how COJ is meeting its obligations to maintain the bridges for which it is responsible.

This plan overviews COJ's bridge assets and conditions and explains how City of Jackson works to maintain and improve the overall condition of those assets. These explanations can help answer:

- What kinds of bridge assets COJ has in its jurisdiction and the different options for maintaining these assets.
- What tools and processes COJ uses to track and manage bridge assets and funds.
- What condition COJ's bridge assets are in compared to statewide averages.
- Why some bridge assets are in better condition than others and the path to maintaining and improving bridge asset conditions through proper planning and maintenance.
- How agency bridge assets are funded and where those funds come from.
- How funds are used, and the costs incurred during COJ's bridge assets' normal life cycle.
- What condition COJ can expect of its bridge assets if those assets continue to be funded at the current funding levels?
- How changes in funding levels can affect the overall condition of all of COJ's bridge assets.

COJ owns and/or manages 15 bridges. A summary of its historical and current bridge asset conditions, projected trends, and goals can be seen in the figure below.




An asset management plan is required by Michigan Public Act 325 of 2018, and this document represents fulfillment of COJ's obligations towards meeting these requirements. This asset management plan also helps demonstrate COJ's responsible use of public funds by providing elected and appointed officials as well as the general public with inventory and condition information of COJ's bridge assets and gives taxpayers the information they need to make informed decisions about investing in essential transportation infrastructure.

# INTRODUCTION

Asset management is defined by Public Act 325 of 2018 as “an ongoing process of maintaining, preserving, upgrading, and operating physical assets cost effectively, based on a continuous physical inventory and condition assessment and investment to achieve established performance goals”. In other words, asset management is a process that uses data to manage and track assets, like roads and bridges, in a cost-effective manner using a combination of engineering and business principles. This process is endorsed by leaders in municipal planning and transportation infrastructure, including the Michigan Municipal League, County Road Association of Michigan, the Michigan Department of Transportation (MDOT), and the Federal Highway Administration (FHWA). The City of Jackson is supported in its use of asset management principles and processes by the Michigan Transportation Asset Management Council (TAMC), formed by the State of Michigan.

Asset management, in the context of this plan, ensures that public funds are spent as effectively as possible to maximize the condition of the bridges in City of Jackson’s road network. Asset management also provides a transparent decision-making process that allows the public to understand the technical and financial challenges of managing infrastructure with a limited budget.

The City of Jackson (COJ) has adopted an “asset management” business process to overcome the challenges presented by having limited financial, staffing, and other resources while needing to meet safety standards and bridge users’ expectations. COJ is responsible for maintaining and operating 15 bridges.

This 2024 plan outlines how COJ determines its strategy to maintain and upgrade bridge asset condition given agency goals, priorities of its bridge users, and resources provided. An updated plan is to be released approximately every three years to reflect changes in bridge conditions, finances, and priorities.

Questions regarding the use or content of this plan should be directed to Troy R. White, P.E., at 161 W. Michigan Avenue, Jackson, Michigan 49201or at 517-788-4160. A copy of this plan can be accessed on our website at https://www.cityofjackson.org/.

Key terms used in this plan are defined in COJ's comprehensive transportation asset management plan (also known as the "compliance plan") used for compliance with PA 325 or 2018.

Knowing the basic features of an asset class is a crucial starting point to understanding the rationale behind an asset management approach. The following primer provides an introduction to bridges.

# Bridge Primer

## *Bridge Types*

Bridges are structures that span 20 feet or more. These bridges can extend across one or multiple spans.

If culverts are placed side by side to form a span of 20 feet or more (for example, three 6-foot culverts with one-foot between each culvert), then this culvert system would be defined as a bridge. (Note: The Compliance Plan Appendix C contains a primer on culverts not defined as bridges.)

Bridge types are classified based on two features: design and material.

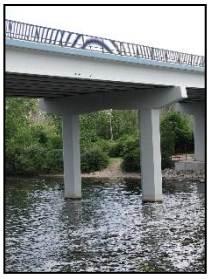


Figure 1: Girder bridge

The most common bridge design is the **girder system** (Figure 1). With this design, the bridge deck transfers vehicle loads to girders (or beams) that, in turn, transfer the load to the piers or abutments (see Figure 6).

A similar design that lacks girders (or beams) is a **slab bridge** (Figure 2 and see Figure 6). A slab bridge transfers the vehicle load directly to the abutments and, if necessary, piers.



Figure 2: Slab bridge

**Truss bridges** were once quite common and consisted of a support structure that is created when structural members are connected at joints to form interconnected triangles (Figure 4). Structural members may consist of steel tubes or angles connected at joints with gusset plates.

Another common bridge design in Michigan is the three-sided pre-cast box or arch bridge (Figure 4).

Michigan is also home to several unique bridge designs.



Figure 3: Truss bridge

Adding another layer of complexity to bridge typing is the primary construction materials used (Figure 5). Bridges are generally constructed from concrete, steel, pre-stressed concrete, or timber. Some historical bridges or bridge components in Michigan may have been constructed from stone or masonry.



Figure 4: Three-sided box bridge



Figure 5: Examples of common bridge construction materials used in Michigan

## *Bridge Condition*

Michigan inspectors rate bridge condition on a 0-9 scale known as the National Bridge Inventory (NBI) rating scale (see Table 1 for a summary of the NBI Rating scale). Elements of the bridge's superstructure, deck, and substructure receive a 9 if they are in excellent condition down to a 0 if they are in failed condition. A complete guide for Michigan bridge condition rating according to the NBI can be found in the MDOT Bridge Field Services' *Bridge Safety Inspection NBI Rating Guidelines* (https://www.michigan.gov/documents/mdot/BIR_Ratings_Guide_Combined_2017-10-30_606610_7.pdf).

**Table 1: Summary of the NBI Rating Scale**

| NBI Rating | General Condition |
|---|---|
| 9-7 | Like new/good |
| 6-5 | Fair |
| 4-3 | Poor/serious |
| 2-0 | Critical/failed |

## *Bridge Treatments*

### *Replacement*

Replacement work is typically performed when a bridge is in poor condition (NBI rating of 4 or less) and will improve the bridge to good condition (NBI rating of 7 or more). The Local Bridge Program, a part of MDOT's Local Agency Program, defines bridge replacement as full replacement, which removes the entire bridge (superstructure, deck, and substructure) before re-building a bridge at the same location (Figure 6). The decision to perform a total replacement over rehabilitation (see below) should be made based on a life-cycle cost analysis. Generally, replacement is selected if rehabilitation costs more than two-thirds of the cost of replacement. Replacement is generally the most expensive of the treatment options.

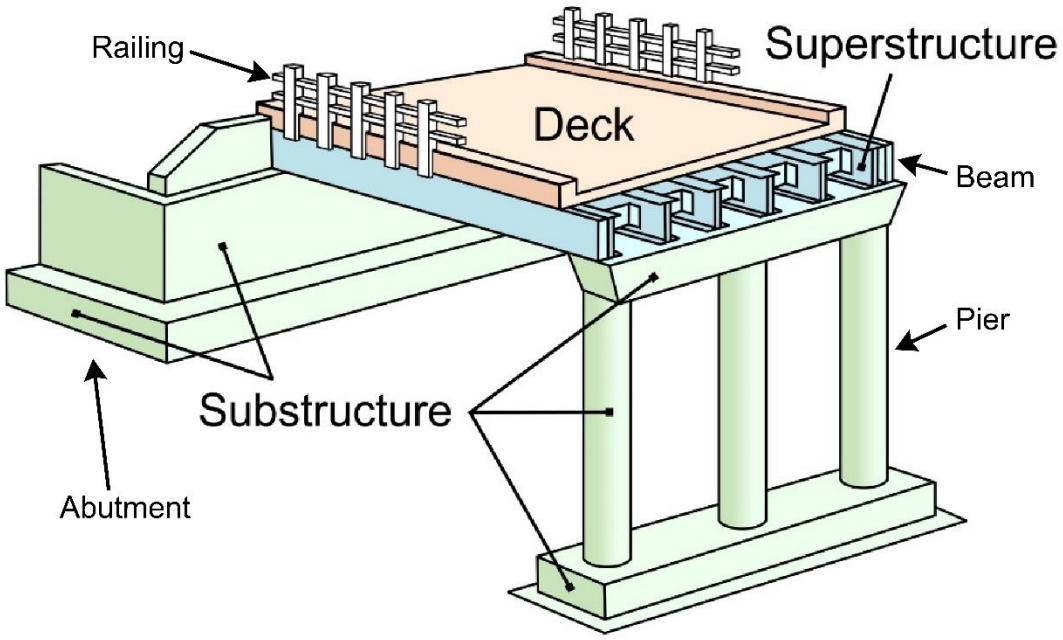



Figure 6: Diagram of basic elements of a bridge

***Rehabilitation***

Rehabilitation involves repairs that improve the existing condition and extend the service life of the structure and the riding surface. Most often, rehabilitation options are associated with bridges that have degraded beyond what can be fixed with preventive maintenance. Rehabilitation is typically performed on poor-rated elements (NBI rating of 4 or less) to improve them to fair or good condition (NBI rating of 5 or more). Rehabilitation can include superstructure replacement (removal and replacement of beams and deck) or deck replacement. While typically more expensive than general maintenance, rehabilitation treatments may be more cost-effective than replacing the entire structure.

- **Railing retrofit/replacement:** A railing retrofit or replacement either reinforces the existing railing or replaces it entirely (Figure 6). This rehabilitation is driven by a need for safety improvements on poor-rated railings or barriers (NBI rating less than 5).
- **Beam repair:** Beam repair corrects damage that has reduced beam strength (Figure 6). In the case of steel beams, it is performed if there is 25 percent or more of section loss in an area of the beam that affects load-carrying capacity. In the case of concrete beams, this is performed if there is 50 percent or more spalling (i.e., loss of material) at the ends of beams.
- **Substructure concrete patching and repair:** Patching and repairing the substructure is essential to keep a bridge in service. These rehabilitation efforts are performed when the abutments or piers are fair or poor (NBI rating of 5 or 4), or if spalling and delamination affect less than 30 percent of the bridge surface.

### *Preventive Maintenance*

The Federal Highway Administration's (FHWA) *Bridge Preservation Guide* (2018) defines preventive maintenance as "a strategy of extending service life by applying cost-effective treatments to bridge elements…[that] retard future deterioration and avoid large expenses in bridge rehabilitation or replacements."

Preventive maintenance work is typically done on bridges rated fair (NBI rating of 5 or 6) in order to slow the rate of deterioration and keep them from falling into poor condition.

- **Concrete deck overlay:** A concrete deck overlay involves removing and replacing the driving surface. Typically, this is done when the deck surface is poor (NBI rating is less than 5) and the underneath portion of the deck is at least fair (NBI rating greater than 4). A shallow or deep concrete overlay may be performed depending on the condition of the bottom of the deck. The MDOT *Bridge Deck Preservation* matrices provide more detail on concrete deck overlays (see https://www.michigan.gov/mdot/0,4616,7-151-9625_24768_24773---,00.html).

- **Deck repairs:** Deck repairs include three common techniques: HMA overlay with or without waterproof membranes, concrete patching, deck sealing, crack sealing, and joint repair/replacement. An HMA overlay with an underlying waterproof membrane can be placed on bridge decks with a surface rating of fair or lower (NBI of 5 or less) and with deficiencies that cover between 15 and 30 percent of the deck surface and deck bottom. An HMA overlay without a waterproof membrane should be used on a bridge deck with a deck surface and deck bottom rating of serious condition or lower (NBI rating of 3 or less) and with deficiencies that cover greater than 30 percent of the deck surface and bottom; this is considered a temporary holdover to improve ride quality when a bridge deck is scheduled to undergo major rehabilitation within five years. All HMA overlays need to be accompanied by an updated load rating. Patching of the concrete on a bridge deck is done in response to an inspector's work recommendation or when the deck surface is in good, satisfactory, or fair condition (NBI rating of 7, 6, or 5) with minor delamination and spalling. To preserve a good bridge deck in good condition, a deck sealer can be used.

  Deck sealing should only be done when the bridge deck has a surface rating of fair or better (NBI of 5 or more). Concrete sealers should only be used when the top and bottom surfaces of the deck are free from major deficiencies, cracks, and spalling. An epoxy overlay may be used when between 2 and 5 percent of the deck surface has delamination and spalls, but these deficiencies must be repaired prior to the overlay. An epoxy overlay may also be used to repair an existing epoxy overlay. Concrete crack sealing is an option to maintain concrete in otherwise good condition that has visible cracks with the potential of reaching the steel reinforcement. Crack sealing may be performed on concrete with a surface rating of good, satisfactory, or fair (NBIS rating of 7, 6, or 5) with minor surface spalling and delamination; it may also be performed in response to a work recommendation by an inspector who has determined that the frequency and size of the cracks require sealing.

- **Steel bearing repair/replacement:** Rather than sitting directly on the piers, a bridge superstructure is separated from the piers by bearings. Bearings allow for a certain degree of movement due to temperature changes or other forces. Repairing or replacing the bearings is considered preventive maintenance. Girders and a deck in at least fair condition (NBI of 5 or higher) and bearings in poor condition (NBI rating of 4 or less) identifies candidates for this maintenance activity.
- **Painting:** Re-painting a bridge structure can either be done in totality or in part. Total re-painting is done in response to an inspector's work recommendation or when the paint condition is in serious condition (NBI rating of 3 or less). Partial re-painting can either consist of zone re-painting, which is a preventive maintenance technique, or spot re-painting, which is scheduled maintenance (see below). Zone re-painting is done when less than 15 percent of the paint in a smaller area, or zone, has failed while the rest of the bridge is in good or fair condition. It is also done if the paint condition is fair or poor (NBI rating of 5 or 4).
- **Channel improvements:** Occasionally, it is necessary to make improvements to the waterway that flows underneath the bridge. Such channel improvements are driven by an inspector's work recommendation based on a hydraulic analysis or to remove vegetation, debris, or sediment from the channel and banks (Figure 6).
- **Scour countermeasures:** An inspector's work recommendations or a hydraulic analysis may require scour countermeasures (see the *Risk Management* section of this plan for more information on scour). This is done when a structure is categorized as scour critical and is not scheduled for replacement or when NBI comments in abutment and pier ratings indicate the presence of scour holes.
- **Approach repaving:** A bridge's approach is the transition area between the roadway leading up to and away from the bridge and the bridge deck. Repaving the approach areas is performed in response to an inspector's work recommendation, when the pavement surface is in poor condition (NBI rating of 4 or less), or when the bridge deck is replaced or rehabilitated (e.g., concrete overlay).
- **Guardrail repair/replacement:** A guardrail is a safety feature on many roads and bridges that prevents or minimizes the effects of lane departure incidents. Keeping bridge guardrails in good condition is important. Repair or replacement of bridge guardrail should be done when a guardrail is missing or damaged, or when it needs safety improvement.

### *Scheduled Maintenance*

Scheduled maintenance activities are those activities or treatments that are regularly scheduled and intend to maintain serviceability while reducing the rate of deterioration.

- **Superstructure washing:** Washing the superstructure, or the main structure supporting the bridge, typically occurs in response to an inspector's work recommendation or when salt-

contaminated dirt and debris collected on the superstructure is causing corrosion or deterioration by trapping moisture.

- **Drainage system cleanout/repair:** Keeping a bridge's drainage system clean and in good working order allows the bridge to shed water effectively. An inspector's work recommendation may indicate drainage system cleanout/repair. Signs that a drainage system needs cleaning or repair include clogs and broken, deteriorated, or damaged drainage elements.
- **Spot painting:** Spot painting is a form of partial bridge painting. This scheduled maintenance technique involves painting a small portion of a bridge. Generally, this is done in response to an inspector's work recommendation and is used for zinc-based paint systems only.
- **Slope repair/reinforcement:** The terrain on either side of the bridge that slopes down toward the channel is called the slope. At times, it is necessary to repair the slope. Situations that call for slope repair include when the slope is degraded, when the slope has significant areas of distress or failure, when the slope has settled, or if the slope is in fair or poor condition (NBI rating of 5 or less). Other times, it is necessary to reinforce the slope. Reinforcement can be added by installing Riprap, which is a side-slope covering made of stones. Riprap protects the stability of side slopes of channel banks when erosion threatens the surface.
- **Vegetation control and debris removal:** Keeping the area around a bridge structure free of vegetation and debris safeguards the bridge structure from these potentially damaging forces. Removing or restricting vegetation around bridges prevents damage to the structure. Vegetation control is done in response to an inspector's work recommendation or when vegetation traps moisture on structural elements or is growing from joints or cracks. Debris in the water channel or in the bridge can also cause damage to the structure. Removing this debris is typically done in response to an inspector's work recommendation or when vegetation, debris, or sediment accumulates on the structure or channel.
- **Miscellaneous repairs:** These are uncategorized repairs in response to an inspector's work recommendation.

# 1. BRIDGE ASSETS

COJ seeks to implement an asset management program for its bridge structures. This program balances the decision to perform reconstruction, rehabilitation, preventive maintenance, scheduled maintenance, or new construction, with COJ's bridge funding in order to maximize the useful service life and to ensure the safety of the local bridges under its jurisdiction. In other words, COJ's bridge asset management program aims to preserve and/or improve the condition of its local bridge network within the means of its financial resources.

Nonetheless, COJ recognizes that limited funds are available for improving the bridge network. Since preservation strategies like preventive maintenance are generally a more effective use of these funds than costly alternative management strategies like major rehabilitation or replacement, COJ seeks to identify those bridges that will benefit from a planned maintenance program while addressing those bridges that pose usability and/or safety concerns.

The three-fold goal of COJ's asset management program is the preservation and safety of its bridge network, increase of its bridge assets' useful service life by extending of the time that bridges remain in good and fair condition, and reduction of future maintenance costs. To quantify this goal, COJ specifically aims to have to have 93% or more of the agency's local bridges in fair to good condition and to have less than 7% classify as structurally deficient over its three-year plan.

Thus, COJ's asset management plan objectives are:

- To establish the current condition of the city's bridges
- To develop a "mix of fixes" that will:
    - Program scheduled maintenance actions to impede deterioration of bridges in good condition.
    - Implement selective corrective repairs or rehabilitation for degraded bridge elements in order to restore functionality.
    - Identify and program those eligible bridges in need of replacement
- To identify available funding sources, such as:

    - Dedicated city resources
    - City funding through Michigan's Local Bridge Program
    - Opportunities to obtain other funding
- To prioritize the programmed actions within available funding limitations
- To preserve bridges currently rated fair (5) or higher in their current condition in order to extend their useful service life.

# Inventory

COJ is responsible for 15 local bridges. Table 2 summarizes COJ's bridge assets by type, sizes by bridge type, and condition by bridge type. Additional inventory data and condition ratings for each bridge are contained in the tables in Appendixes 3, 4, and 5. The bridge inventory data was obtained from MDOT MiBRIDGE and other sources, and the 2022 condition data and maintenance actions are taken from the inspector's summary report (see Appendix 2).

## *Types*

Of the COJ's 15 structures, 2 are concrete bridges, 3 are steel bridges, and 10 are pre-stressed concrete bridges.

## *Locations and Sizes*

Figure 7 illustrates the locations of bridge assets owned by COJ. Details about the locations and sizes of each individual asset can be found in COJ's MiBRIDGE database. For more information, please refer to the agency contact listed in the *Introduction* of this bridge asset management plan.




Figure 7: Map illustrating locations COJ's of bridge assets. Bridges in good condition are in green, fair condition in yellow and poor condition in red.

## *Condition*

COJ evaluates its bridges according to the National Bridge Inspection Standards rating scale, with a rating of 9 to 7 being like new to good condition, a rating of 6 and 5 being fair condition, and a rating of 4 or

lower being poor or serious/critical condition. The current condition of COJ's bridge network is 6 (40%) are good, 7 (47%) are fair, and 2 (13%) are poor or lower.

Another layer of classification of COJ's bridge inventory classifies 2 (13%) bridges as structurally deficient, 1 (7%) bridge as posted, and 0 (0%) bridges as closed. Structurally deficient bridges are those with a deck, superstructure, substructure, and/or culvert rated as "poor" according to the NBI rating scale, with a load-carrying capacity significantly below design standards, or with a waterway that regularly overtops the bridge during floods. Posted bridges are those that have declined in condition to a point where a restriction is necessary for what would be considered a safe vehicular or traffic load passing over the bridge; designating a bridge as "posted" has no influence on its condition rating. Closed bridges are those that are closed to all traffic; closing a bridge is contingent upon its ability to carry a set minimum live load.

**Table 2: Bridge Assets by Type: Inventory, Size, and Condition**

| Bridge Type | Total Number of Bridges | Total Deck Area (sq ft) | Condition: Structurally Deficient, Posted, Closed | | | 2022 Condition | | |
|---|---|---|---|---|---|---|---|---|
| | | | Struct. Deficient | Posted | Closed | Poor | Fair | Good |
| **Concrete – Arch—deck** | 2 | 6,483 | 1 | 0 | 0 | 1 | 1 | 0 |
| **Prestressed concrete – Box beam/girders—multiple** | 7 | 13,577 | 1 | 1 | 0 | 1 | 4 | 2 |
| **Prestressed concrete – Box beam/girders—single/spread** | 3 | 8,482 | 0 | 0 | 0 | 0 | 1 | 2 |
| **Steel – Box beam/girders—single/spread** | 1 | 2,474 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Steel continuous – Multistringer** | 2 | 9,375 | 0 | 0 | 0 | 0 | 1 | 1 |
| Total SD/Posted/Closed | | | **2** | **1** | **0** | | | |
| Total | **15** | **40,391** | | | | **2** | **7** | **6** |
| Percentage (%) | | | **13** | **7** | **0** | **13** | **47** | **40** |

Statewide, MDOT's statistics for local agency bridges show that 14% are poor and 86% are good/fair, indicating that the COJ has a lesser percentage of poor bridges compared to the statewide average for local agencies. Correspondingly, COJ has 87% of its bridges in fair/good condition versus the statewide average of 86% for local agency bridges. Statewide, 97% of local agency bridge deck area classifies as structurally deficient compared to 13% of COJ's bridge deck area.

# Goals

The goal of COJ's asset management program is the preservation and safety of its bridge network; it also aims to extend the period of time that bridges remain in good and fair condition, thereby increasing their useful service life and reducing future maintenance costs.

Specifically, this goal translates into long-range goals of having 93% of its bridges rated fair/good and having less than 7% classify as structurally deficient within 10 years. These goals are juxtaposed with the historic and current condition and the projected trend in Figure 8.

Several metrics will be used to assess the effectiveness of this asset management program. COJ will monitor and report the annual change in the number of its bridges rated fair/good (5 or higher) and the annual change in the number of its bridges classified as structurally deficient.




Figure 8: Progress tracking graph indicating COJ's historic and current bridge conditions, projected trends, and goals.

Based on past inspection records and condition ratings, COJ will establish a baseline of past performance by determining the average period of time that a bridge remains in good or fair condition. The performance measure will be the increased average amount of time a bridge is in the good or fair condition status after implementation of the asset management strategy when compared to the baseline time before implementation.

# Prioritization, Programmed/Funded Projects, and Planned Projects

## *Prioritization*

COJ's asset management program aims to address the structures of critical concern by targeting elements rated as being in poor condition and to improve and maintain the overall condition of the bridge network to good or fair condition through a "mix of fixes" strategy. Therefore, COJ prioritizes bridges for projects by evaluating five factors and weighting them as follows: condition –20%, load capacity –20%, traffic –20%, safety –20%, and detour –20%. There are several components within each factor that are used to arrive at its score. Each project under consideration is scored, and its total score is then compared with other proposed projects to establish a priority order.

COJ biennially reviews the current condition of each of its bridges rated fair and good, and reviews conditions annually on bridges rated poor, using the NBIS inspection data contained in the *MDOT Bridge Safety Inspection Report* and the inspector's work recommendations contained in MDOT's *Bridge Inspection Report*. The inspection inventory and condition data are consolidated in spreadsheet format for COJ's bridges in Appendix 3. COJ then determines management and preservation needs and corresponding actions for each bridge (Appendix 4) as well as inspection follow-up actions (Appendix 5). The management and preservation actions are selected in accordance with criteria contained in the *Summary of Preservation Criteria* table (below) and adapted to COJ's specific bridge network.

**Table 3: Summary of Preservation Criteria**

| Preservation Action | Bridge Selection Criteria | Expected Service Life |
|---|---|---|
| **Replacement** | | |
| Total Replacement | • NBI rating of 3 or less [1] [2]<br>• *OR* Cost of rehabilitation exceeds cost of replacement [1]<br>• *OR* Bridge is scour critical with no counter-measures available [1] | 70 years |
| **Rehabilitation** | | |
| Superstructure Replacement | • NBI rating of 4 or less for the superstructure [1] [2]<br>• *OR* Cost of superstructure and deck rehabilitation exceeds cost of replacement [1] | 40 years [1] |
| Deck Replacement<br>Epoxy Coated Steel<br>Black Steel | • Use guidelines in MDOT's Bridge Deck Preservation Matrix [3] [4]<br>• NBI rating of 4 or less for the deck surface and deck bottom [1] [2]<br>• Deck bottom has more than 25% total area with deficiencies [1]<br>• *OR* Replacement cost of deck is competitive with rehabilitation [1] | 60+ years [3] [4] |
| Substructure Replacement (Full or Partial) | • NBI rating of 4 or less for abutments, piers, or pier cap [1] [2]<br>• Has open vertical cracks, signs of differential settlement, or active movement [1]<br>• Pontis rating of 3 or 5 for more than 30 percent of the substructure [1] [5]<br>• *OR* Bridge is scour critical with no counter-measures available | 40 years [1*] |
| Steel Beam Repair | • More than 25% section loss in an area of the beam that affects load carrying capacity [1] | 40 years [1*] |

| Table 3: Summary of Preservation Criteria | | |
|---|---|---|
| **Preservation Action** | **Bridge Selection Criteria** | **Expected Service Life** |
| | • *OR* To correct impact damage that impairs beam strength [1] | |
| Prestressed Concrete Beam Repair | • More than 5% spalling at ends of prestressed I-beams [1]<br>• *OR* Impact damage that impairs beam strength or exposes prestressing strands [1] | 40 years [1*] |
| Substructure Concrete Patching and Repair | • NBI rating of 5 or 4 for abutments or piers, and surface has less than 30% area spalled and delaminated [1] [2]<br>• *OR* Pontis rating of 3 or 4 for the column or pile extension, pier wall, and/or abutment wall and surface has between 2% and 30% area with deficiencies [1] [5]<br>• *OR* In response to inspector's work recommendation for substructure patching [1] | |
| Abutment Repair/Replacement | • NBI rating of 4 or less for the abutment [1] [2]<br>• *OR* Has open vertical cracks, signs of differential settlement, or active movement | |
| Railing/Barrier Replacement | • NBI rating greater than 5 for the deck [1] [2]<br>• NBI rating less than 5 for the railing with more than 30% total area having deficiencies [1] [2]<br>• *OR* Pontis rating is 4 for railing [1] [5]<br>• *OR* Safety improvement is needed [1] | |
| Culvert Repair/Replacement | • NBI rating of 4 or less for culvert or drainage outlet structure<br>• *OR* Has open vertical cracks, signs of deformation, movement, or differential settlement | |
| **Preventive Maintenance** | | |
| Shallow Concrete Deck Overlay | • NBI rating is 5 or less for deck surface, and deck surface has more than 15% area with deficiencies [1] [2]<br>• NBI rating of 4 or 5 for deck bottom, and deck bottom has between 5% and 30% area with deficiencies [1] [2]<br>• *OR* In response to inspector's work recommendation [1] | 12 years |
| Deep Concrete Deck Overlay | • NBI rating of 5 or less for deck surface, and deck surface has more than 15% area with deficiencies [1] [2]<br>• NBI deck bottom rating is 5 or 6, and deck bottom has less than 10% area with deficiencies [1] [2]<br>• *OR* In response to inspector's work recommendation [1] | 25 years |
| HMA Overlay with Waterproofing Membrane | • NBI rating of 5 or less for deck surface, and both deck surface and bottom have between 15% and 30% area with deficiencies [1] [2]<br>• *OR* Bridge is in poor condition and will be replaced in the near future and the most cost-effective fix is HMA overlay [1] | |
| HMA Overlay Cap without Membrane | • Note: All HMA caps should have membranes unless scheduled for replacement within five years.<br>• NBI rating of 3 or less for deck surface and deck bottom, and deck surface and deck bottom have more than 30% area with deficiencies. Temporary holdover to improve ride quality for a bridge in the five-year plan for rehab/replacement. [1] [2] | 3 years |
| Concrete Deck Patching | • NBI rating of 5, 6, or 7 for deck surface, and deck surface has between 2% and 5% area with delamination and spalling [1] [2]<br>• *OR* In response to inspector's work recommendation [1] | 5 years |

| Table 3: Summary of Preservation Criteria | | |
|---|---|---|
| **Preservation Action** | **Bridge Selection Criteria** | **Expected Service Life** |
| Steel Bearing Repair/Replacement | • NBI rating of 5 or more for superstructure and deck, and NBI rating 4 or less for bearing [2] | |
| Deck Joint Replacement | • Always include when doing deep or shallow concrete overlays [1]<br>• NBI rating of 4 or less for joints [1] [2]<br>• *OR* Joint leaking heavily [1]<br>• *OR* In response to inspector's work recommendation for replacement [1] | |
| Pin and Hanger Replacement | • NBI rating of 4 or less for superstructure for pins and hangers [1] [2]<br>• Pontis rating of 1, 2, or 3 for a frozen or deformed pin and hanger [1] [5]<br>• *OR* Presence of excessive section loss, severe pack rust, or out-of-plane distortion [1] | 15 years |
| Zone Repainting | • NBI rating of 5 or 4 for paint condition, and paint has 3% to 15% total area failing [1] [2]<br>• *OR* During routine maintenance on beam ends or pins and hangers [1]<br>• *OR* less than 15% of existing paint area has failed and remainder of paint system is in good or fair condition [1] | 10 years |
| Complete Repainting | • NBI rating of 3 or less for paint condition [1] [2]<br>• *OR* Painted steel beams that have greater than 15% of the existing paint area failing [1] | |
| Partial Repainting | • See Zone or Spot Painting | |
| Channel Improvements | • Removal of vegetation, debris, or sediment from channel and banks to improve channel flow<br>• *OR* in response to inspector's work recommendation | |
| Scour Countermeasures | • Pontis scour rating of 2 or 3 and is not scheduled for replacement [1] [5]<br>• OR NBI comments in abutment and pier ratings indicate presence of scour holes [1] [2] | |
| Approach Repaving | • Approach pavement relief joints should be included in all projects that contain a significant amount of concrete roadway (in excess of 1000' adjacent to the structure). The purpose is to alleviate the effects of pavement growth that may cause distress to the structure. Signs of pavement growth include:<br>o Abutment spalling under bearings [1]<br>o Beam end contact [1]<br>o Closed expansion joints and/or pin and hangers [1]<br>o Damaged railing and deck fascia at joints [1]<br>o Cracking in deck at reference line (45 degree angle) [1] | |
| Guard Rail Repair/Replacement | • Guard rail missing or damaged [2*]<br>• *OR* Safety improvement is needed [2*] | |
| **Scheduled Maintenance** | | |
| Superstructure Washing | • When salt contaminated dirt and debris collected on superstructure is causing corrosion or deterioration by trapping moisture [1]<br>• *OR* Expansion or construction joints are to be replaced and the steel is not to be repainted [1] | 2 years |

| Table 3: Summary of Preservation Criteria | | |
|---|---|---|
| **Preservation Action** | **Bridge Selection Criteria** | **Expected Service Life** |
| | • *OR* Prior to a detailed replacement [1]<br>• *OR* In response to inspector's work recommendation [1] | |
| Drainage System Clean-Out/Repair | • When drainage system is clogged with debris [1]<br>• *OR* Drainage elements are broken, deteriorated, or damaged [1]<br>• *OR* NBI rating comments for drainage system indicate need for cleaning or repair [1] [2] | 2 years |
| Spot Repainting | • For zinc-based paint systems only. Do not spot paint with lead-based paints.<br>• Less than 5% of paint area has failed in isolated areas [1]<br>• *OR* In response to inspector's work recommendation [1] | 5 years |
| Slope Paving Repair | • NBI rating is 5 or less for slope protection [1] [2]<br>• *OR* Slope is degraded or sloughed<br>• *OR* Slope paving has significant areas of distress, failure, or has settled [1] | |
| Riprap Installation | • To protect surface when erosion threatens the stability of side slopes of channel banks | |
| Vegetation Control | • When vegetation traps moisture on structural elements [1]<br>• *OR* Vegetation is growing from joints or cracks [1]<br>• *OR* In response to inspector's work recommendation for brush cut [1] | 1 year |
| Debris Removal | • When vegetation, debris, or sediment accumulates on the structure or in the channel.<br>• *OR* In response to inspectors work recommendation | 1 year |
| Deck Joint Repair | • Do not repair compression joint seals, assembly joint seals, steel armor expansions joints, and block out expansion joints; these should always be replaced. [1]<br>• NBI rating is 5 for joint [1] [2]<br>• *OR* In response to inspector's work recommendation for repair [1] | |
| Concrete Sealing | • Top surface of pier or abutments are below deck joints and, when contaminated with salt, salt can collect on the surface [1]<br>• *OR* Surface of the concrete has heavy salt exposure. Horizontal surfaces of substructure elements are directly below expansion joints [1] | |
| Concrete Crack Sealing | • Concrete is in good or fair condition, and cracks extend to the depth of the steel reinforcement [1]<br>• *OR* NBI rating of 5, 6, or 7 for deck surface, and deck surface has between 2% and 5% area with deficiencies [1] [2]<br>• *OR* Unsealed cracks exist that are narrow and/or less than 1/8" wide and spaced more than 8' apart [1]<br>• *OR* In response to inspector's work recommendation [1] | 5 years |
| Minor Concrete Patching | • Repair minor delaminations and spalling that cover less than 30% of the concrete substructure [1]<br>• *OR* NBI rating of 5 or 4 for abutments or piers, and comments indicate that their surface has less than 30% spalling or delamination [1] [2] | |

| Table 3: Summary of Preservation Criteria | | |
|---|---|---|
| **Preservation Action** | **Bridge Selection Criteria** | **Expected Service Life** |
| | • *OR* Pontis rating of 3 or 4 for the column or pile extension, pier wall and/or abutment wall, and surface has between 2% and 30% area with deficiencies [1] [5]<br>• *OR* In response to inspector's work recommendation [1] | |
| HMA Surface Repair/Replacement | • HMA surface is in poor condition.<br>• *OR* In response to inspector's work recommendation | |
| Seal HMA Cracks/Joints | • HMA surface is in good or fair condition, and cracks extend to the surface of the underlying slab or sub course.<br>• *OR* In response to inspector's work recommendation | |
| Timber Repair | • NBI rating of 4 or less for substructure for timber members<br>• *OR* to repair extensive rot, checking, or insect infestation | |
| Miscellaneous Repair | • Uncategorized repairs in response to inspector's work recommendation | |
| This table was produced by TransSystems and includes information from the following sources:<br>[1] MDOT, *Project Scoping Manual*, MDOT, 2019.<br>[2] MDOT, *MDOT NBI Rating Guidelines*, MDOT, 2017.<br>[3] MDOT, *Bridge Deck Preservation Matrix - Decks with Uncoated "Black" Rebar*, MDOT, 2017.<br>[4] MDOT, *Bridge Deck Preservation Matrix - Decks with Epoxy Coated Rebar*, 2017.<br>[5] MDOT, *Pontis Bridge Inspection Manual*, MDOT, 2009.<br>* From source with interpretation added. | | |

In terms of management and preservation actions, COJ's asset management program uses a "mix of fixes" strategy that is made up of replacement, rehabilitation, preventive maintenance, and scheduled maintenance.

**Replacement** involves substantial changes to the existing structure, such as bridge deck replacement, superstructure replacement, or complete structure replacement, and is intended to improve critical or closed bridges to a good condition rating.

**Rehabilitation** is undertaken to extend the service life of existing bridges. The work will restore deficient bridges to a condition of structural or functional adequacy and may include upgrading geometric features. Rehabilitation actions are intended to improve the poor or fair condition bridges to fair or good condition.

**Preventive maintenance** work will improve and extend the service life of fair bridges and will be performed with the understanding that future rehabilitation or replacement projects will contain appropriate safety and geometric enhancements. Preventive maintenance projects are directed at limited bridge elements that are rated in fair condition with the intent of improving these elements to a good rating. Most preventive maintenance projects will be one-time actions in response to a condition state need. Routine preventive work will be performed by contracted agencies.

COJ's **scheduled maintenance** program is an integral part of the preservation plan and is intended to extend the service life of fair and good structures by preserving the bridges in their current condition for a longer period of time. Scheduled maintenance is proactive and not necessarily condition driven.

Certain of the severely degraded and structurally deficient bridges require replacement or major rehabilitation. Several of the remaining bridges require one-time preventive maintenance actions to repair defects and restore the structure to a higher condition rating. Most bridges are included in a scheduled maintenance plan with appropriate maintenance actions programmed for groups of bridges of similar material and type, bundled by location.

The replacement, rehabilitation, and preventive maintenance projects are generally eligible for funding under the local bridge program, and any requests for funding will be submitted with City of Jackson's annual applications. Funding is limited and the COJ intends to seek funds when applicable.

### *Programmed/Funded Projects*

COJ has received $517,250 in total funding programmed in 2025. To achieve its goals, COJ plans to seek funds annually for preventive maintenance of bridges. COJ does not have any funds identified to replace any bridges at this time, but will continue to seek funds so COJ will meet its overall bridge network condition goals.

COJ computes the estimated cost of each typical management and/or preservation action using unit prices in the latest *Bridge Repair Cost Estimate* spreadsheet contained in MDOT's *Local Bridge Program Call for Projects*. The cost of items of varying complexity, such as maintenance of traffic, staged construction, scour countermeasures, and so forth, are computed on a bridge-by-bridge basis. The cost estimates are reviewed and updated biennially. A summary of the programmed/funded projects and investments can be found in Table 4, the Cost Projection table, below.

### *Planned Projects*

COJ identifies additional priority projects that remain unfunded. These are identified according to high, medium, and low priority in Table 4.

**Table 4: Planned Budget**

| Strategy | 2024 | 2025 | 2026 |
|---|---|---|---|
| **Capital Preventative Maintenance** | **$0** | $235,000 | $0 |
| **Engineering** | **$35,000** | **$30,000** | **$0** |
| **Bridge Inspection** | $6,240 | $1,200 | **$4,020** |
| **TOTAL INVESTMENT** | **$41,240** | **$266,200** | **$4,020** |

## Gap Analysis

When COJ compares its funding and its programmed/funded projects with all of its prioritized projects as shown in Table 4, COJ believes it should be able to achieve some of its asset management goals for the period of this plan. For projects that it is unable to complete, COJ will continue to monitor those bridge assets and take any necessary steps within its budget to prevent or mitigate a condition decline or a need to post or close the structure.

# 2. FINANCIAL RESOURCES

## Anticipated Revenues

COJ has programmed projects and/or has been granted funding from several sources including, but not limited to MDOT local aid, a city appropriation of monies for bridge preservation, and federal programs, for the purpose(s) of preventive maintenance for the following bridge(s): 4547, 4538, and 4536. This funding is intended for use in the following funding year(s): 2025.

Any projects submitted to the local aid program that are not selected for funding will be added to the agency's program.

## Anticipated Expenses

Scheduled maintenance activities and minor repairs that are not affiliated with any applications, grants, or other funded projects will be funded through the city's annual operating budget.

# 3. RISK MANAGEMENT

COJ recognizes that the potential risks associated with bridges generally fall into several categories:

- Personal injury and property damage resulting from a bridge collapse or partial failure.
- Loss of access to a region or individual properties resulting from bridge closures, restricted load postings, or extended outages for rehabilitation and repair activities; and
- Delays, congestion, and inconvenience due to serviceability issues, such as poor-quality riding surface, loose expansion joints, or missing expansion joints.

COJ addresses these risks by implementing regular bridge inspections and a preservation strategy consisting of preventive maintenance.

COJ administers the biennial inspection of its bridges in accordance with NBIS and MDOT requirements. The inspection reports document the condition of COJ's bridges and evaluates them in order to identify new defects and monitor advancing deterioration. The summary inspection report in Appendix 1 identifies items needing follow-up, special inspection actions, and recommended bridge-by-bridge maintenance activities.

Bridges that are considered "scour critical" pose a risk to COJ's road and bridge network. Scour is the depletion of sediment from around the foundation elements of a bridge commonly caused by fast-moving water. According to MDOT's *Michigan Structure Inventory and Appraisal Coding Guide*, a scour critical bridge is one that has unstable abutment(s) and/or pier(s) due to observed or potential (based on an evaluation study) scour. Bridges receiving a scour rating of 3 or less are considered scour critical. COJ has scour critical bridges, which are listed in Table 5.

**Table 5: Bridges that are Considered Scour Critical**

| **Scour Critical Bridges** | |
|---|---|
| **4545** | **U** |

The preservation strategy identifies actions in the operations and maintenance plan that are preventive or are responsive to specific bridge conditions. The actions are prioritized to correct critical structural safety and traffic issues first, and then to address other needs based on the operational importance of each bridge and the long-term preservation of the network. The inspection results serve as a basis for modifying and updating the operations and maintenance plan annually.

The Compliance Plan Risk Management Section includes a map of the following bridges that have been identified as critical bridges.

**Critical Bridges**

(A) 4541 - Ganson St over the Grand River – 2022 Condition Poor
*Considered critical due to its close proximity to the Central Fire Station.*
(B) 4536 - Westernmost E High St Bridge over the Grand River – 2022 Condition Fair
*Considered critical as it provides access to the industrial park, and if closed requires long detour.*
(C) 4537 - Easternmost E High St Bridge over the Grand River – 2022 Condition Good
*Considered critical as it provides access to the industrial park, and if closed requires long detour.*

# Appendix 1

## *City of Jackson 2022 Bridge Inspection Report Summary of Additional Inspection Recommendations*

[4538] E Morrell Street over Grand River: High Priority – Patch spalling in north sidewalk

[4538] E Morrell Street over Grand River: Medium Priority – Bit wedge/grind approach sidewalks at bridge reference lines. Wedge approach pavement to address settlement.

[4541] E Ganson Street over Grand River: High Priority – Bit wedge northwest and southeast approach sidewalk at reference line to address settlement.

[4547] Sewage Plant Drive over Grand River: Low Priority – Remove tree growing below east fascia beam at north end

[4548] Sewage Plant Drive over Grand River: Low Priority – Repair damaged stones along southeast bank.

# Appendix 2

## *City of Jackson 2022 Bridge Inspection Report Executive Summary*

[4541] East Ganson Street over Grand River
**Constructed:** 1956 **Reconstructed:** NA **General Condition:** Poor
**Description:** Structurally Deficient
**Recommendations:** Budget for Replacement

[4545] MLK Jr. Drive over Grand River
**Constructed:** 1956 **Reconstructed:** NA **General Condition:** Poor
**Description:** Structurally Deficient.
**Recommendations:** Schedule Replacement

# Appendix 3

| Inventory Data | | | | | | |
|---|---|---|---|---|---|---|
| Bridge Type | Structure Number | Bridge ID | Facility Carried | Features Intersected | Primary or Secondary Route | Structure Type Main Span (Item 43A - Material) |
| Prestressed concrete – Box beam/girders—multiple | 4535 | 384345000001B01 | DENTON ROAD | SPARKS FND. PARK POND | Primary | 5 |
| Steel continuous – Multistringer | 4536 | 384345000013B01 | EAST HIGH STREET | GRAND RIVER | Primary | 4 |
| Steel continuous – Multistringer | 4537 | 384345000015B02 | EAST HIGH STREET | GRAND RIVER | Primary | 4 |
| Prestressed concrete – Box beam/girders—multiple | 4538 | 384345000023B01 | E MORRELL ST | GRAND RIVER | Primary | 5 |
| Steel – Box beam/girders—single/spread | 4539 | 384345000045B01 | E WASHINGTON ST | GRAND RIVER | Primary | 3 |
| Prestressed concrete – Box beam/girders—single/spread | 4540 | 384345000064B01 | TRAIL STREET | GRAND RIVER | Primary | 5 |
| Prestressed concrete – Box beam/girders—multiple | 4541 | 384345000070B01 | EAST GANSON STREET | GRAND RIVER | Primary | 5 |
| Prestressed concrete – Box beam/girders—multiple | 4542 | 384345000079B01 | WEST NORTH STREET | GRAND RIVER | Primary | 5 |
| Concrete – Arch—deck | 4543 | 384345000087B01 | MONROE STREET | GRAND RIVER | Primary | 1 |
| Prestressed concrete – Box beam/girders—single/spread | 4544 | 384345000146B01 | MECHANIC STREET | GRAND RIVER | Primary | 5 |
| Concrete – Arch—deck | 4545 | 384345000155B01 | MLK JR DR | GRAND RIVER | Primary | 1 |
| Prestressed concrete – Box beam/girders—multiple | 4547 | 384345000182B01 | LOSEY AVENUE | GRAND RIVER | Primary | 5 |
| Prestressed concrete – Box beam/girders—multiple | 4548 | 385345000002B01 | SEWAGE PLANT DRIVE | GRAND RIVER | Secondary | 5 |
| Prestressed concrete – Box beam/girders—single/spread | 4550 | 385345000109B01 | LEWIS STREET | GRAND RIVER | Secondary | 5 |
| Prestressed concrete – Box beam/girders—multiple | 4551 | 385345000427B01 | COLUMBUS STREET | GRAND RIVER | Secondary | 5 |

| APPENDIX A-1 | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Inspection | | | | | | |
| Structure Type Main Span (Item 43B) | Number of Main Span (Item 45) | Total Str Length (Item 49) | Year Built (Item 27) | Year Reconstr (Item 106) | ADT | Year of ADT | Inspection Date | Operational Status (Item 41) | Deck Rating (Item 58) | Deck Bottom Rating (Item XX) | SuperStr Rating (Item 59) | Substr Rating (Item 60) | |
| 5 | 1 | 26 | 2007 | | 7050 | 2020 | 10/19/2022 | A | 7 | N | 8 | 7 | |
| 2 | 3 | 85.3 | 1968 | | 7369 | 2010 | 10/19/2022 | A | 7 | 6 | 6 | 6 | |
| 2 | 3 | 118.4 | 1963 | 2022 | 5328 | 2021 | 9/29/2022 | A | 9 | 9 | 9 | 7 | |
| 5 | 1 | 49.2 | 1936 | 1982 | 3758 | 2010 | 10/19/2022 | A | 5 | N | 7 | 5 | |
| 6 | 1 | 57 | 1984 | 2022 | 3393 | 2020 | 7/22/2022 | A | 9 | 9 | 9 | 8 | |
| 6 | 1 | 40.5 | 1970 | | 86 | 2020 | 10/20/2022 | A | 5 | 5 | 7 | 5 | |
| 5 | 1 | 39.4 | 1956 | | 11402 | 2010 | 10/26/2023 | P | 3 | N | 3 | 6 | |
| 5 | 1 | 49 | 1989 | | 7591 | 2020 | 10/20/2022 | A | 6 | N | 6 | 7 | |
| 11 | 1 | 59.1 | 1919 | | 4500 | 2010 | 10/20/2022 | A | N | N | 5 | 5 | |
| 6 | 1 | 59 | 2009 | | 4412 | 2020 | 10/20/2022 | A | 7 | 7 | 7 | 7 | |
| 11 | 1 | 42.7 | 1903 | 1967 | 6343 | 2010 | 10/26/2023 | A | N | N | 4 | 4 | |
| 5 | 1 | 50 | 2005 | | 1087 | 2010 | 10/19/2022 | A | 7 | N | 8 | 7 | |
| 5 | 1 | 49.2 | 1934 | 1997 | 15 | 2016 | 10/20/2022 | A | 6 | N | 6 | 6 | |
| 6 | 1 | 61.8 | 2015 | | 1930 | 2014 | 10/19/2022 | A | 7 | 8 | 8 | 7 | |
| 5 | 1 | 52.5 | 1987 | | 10 | 2001 | 10/20/2022 | A | 6 | N | 6 | 7 | |

| Findings | | | | | | Appraisal | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Channel Rating (Item 61) | Culvert Rating (Item 62) | Surface Rating (Item 58A) | Paint Rtg | Exp Joint Rating (Item XX) | Other Joints | Structure Evaluation | Structurally Deficient | Sufficiency Rating | Section Loss | Scour Critical (Item 113) |
| 7 | N | 6 | N | 7 | N | G | Funct Obs | 77.6 | 3 | 5 |
| 6 | N | 7 | N | 6 | N | F | | 99 | 2 | 8 |
| 6 | N | 9 | 9 | 9 | 9 | G | Funct Obs | 84.6 | 3 | 8 |
| 6 | N | 4 | N | N | N | F | | 73.8 | 2 | 8 |
| 8 | N | 9 | 9 | 8 | 9 | G | | 82.7 | 3 | 5 |
| 6 | N | 5 | N | 5 | N | F | | 86 | 2 | 4 |
| 6 | N | 3 | N | N | N | P | Struct Def | 37.5 | 1 | 8 |
| 6 | N | 6 | N | N | 5 | F | | 98.4 | 2 | 5 |
| 5 | N | 6 | N | N | N | F | | 88.3 | N | 8 |
| 7 | N | 7 | N | 6 | N | G | | 99.7 | 2 | 5 |
| 6 | N | 6 | N | N | N | P | Struct Def | 56.1 | N | U |
| 7 | N | 7 | N | 6 | N | G | | 96.2 | 3 | 5 |
| 7 | N | 6 | N | N | 4 | F | | 92 | 2 | 8 |
| 7 | N | 7 | N | 7 | N | G | | 95 | 3 | 5 |
| 7 | N | 5 | N | N | 5 | F | | -2 | 2 | 5 |

# Appendix 4

| Inventory Data | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Bridge Type | Structure Number | Bridge ID | Facility Carried | Features Intersected | Structure Type Main Span (Item 43A - Material) | Structure Type Main Span (Item 43B) | Number of Main Span (Item 45) | Total Str Length (Item 49) | Total Str Width (Item 52) | Total Str (sq ft) | Total |
| Prestressed concrete – Box beam/girders—multiple | 4535 | 384345000001B01 | DENTON ROAD | SPARKS FND. PARK POND | 5 | 5 | 1 | 26 | 46 | 1196 | |
| Steel continuous – Multistringer | 4536 | 384345000013B01 | EAST HIGH STREET | GRAND RIVER | 4 | 2 | 3 | 85.3 | 62.3 | 5314 | |
| Steel continuous – Multistringer | 4537 | 384345000015B02 | EAST HIGH STREET | GRAND RIVER | 4 | 2 | 3 | 118.4 | 34.3 | 4061 | |
| Prestressed concrete – Box beam/girders—multiple | 4538 | 384345000023B01 | E MORRELL ST | GRAND RIVER | 5 | 5 | 1 | 49.2 | 39.4 | 1938 | |
| Steel – Box beam/girders—single/spread | 4539 | 384345000045B01 | E WASHINGTON ST | GRAND RIVER | 3 | 6 | 1 | 57 | 43.4 | 2474 | |
| Prestressed concrete – Box beam/girders—single/sprea | 4540 | 384345000064B01 | TRAIL STREET | GRAND RIVER | 5 | 6 | 1 | 40.5 | 52 | 2106 | |
| Prestressed concrete – Box beam/girders—multiple | 4541 | 384345000070B01 | EAST GANSON STREET | GRAND RIVER | 5 | 5 | 1 | 39.4 | 65.6 | 2585 | H |
| Prestressed concrete – Box beam/girders—multiple | 4542 | 384345000079B01 | WEST NORTH STREET | GRAND RIVER | 5 | 5 | 1 | 49 | 53.3 | 2612 | |
| Concrete – Arch—deck | 4543 | 384345000087B01 | MONROE STREET | GRAND RIVER | 1 | 11 | 1 | 59.1 | 62.3 | 3682 | |
| Prestressed concrete – Box beam/girders—single/sprea | 4544 | 384345000146B01 | MECHANIC STREET | GRAND RIVER | 5 | 6 | 1 | 59 | 67 | 3953 | |
| Concrete – Arch—deck | 4545 | 384345000155B01 | MLK JR DR | GRAND RIVER | 1 | 11 | 1 | 42.7 | 65.6 | 2801 | H |
| Prestressed concrete – Box beam/girders—multiple | 4547 | 384345000182B01 | LOSEY AVENUE | GRAND RIVER | 5 | 5 | 1 | 50 | 34.3 | 1715 | |
| Prestressed concrete – Box beam/girders—multiple | 4548 | 385345000002B01 | SEWAGE PLANT DRIVE | GRAND RIVER | 5 | 5 | 1 | 49.2 | 26.2 | 1289 | |
| Prestressed concrete – Box beam/girders—single/sprea | 4550 | 385345000109B01 | LEWIS STREET | GRAND RIVER | 5 | 6 | 1 | 61.8 | 39.2 | 2423 | |
| Prestressed concrete – Box beam/girders—multiple | 4551 | 385345000427B01 | COLUMBUS STREET | GRAND RIVER | 5 | 5 | 1 | 52.5 | 42.7 | 2242 | |

**APPENDIX A-2**

| Replacement | | | Rehabilitation | | | | | | | | | | | Proposed Preventive Maintenance | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Super-structure | Deck | Sub-structure | Deep Overlay | Shallow Overlay | HMA Overlay w/ Membrane | HMA Cap | Replace/Retrofit Railing | Steel Beam Repairs | P/S Conc Beam Repairs | Repair/Replace Culvert | Repair/Replace Retaining Wall | Geometric Upgrades | Patch Substruct Concrete | Repair/Replace Deck | Repair/Replace Steel Bearings | Complete Painting | Zone Painting | Epoxy Overlays | HMA Cap w/o Membrane |
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| | | | Proposed Scheduled Maintenance | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Concrete Deck Patching | Channel Improvements | Scour Counter Measures | Superstruc Washing | Concrete Surface Washing | Vegetation Control | Debris Removal | Clean Drainage System | Spot Painting | Repair/Replace HMA Surface | Seal HMA Cracks/Joints | Seal Concrete Cracks/Joints | Minor Concrete Patching | Timber Repairs | Repair/Replace Guardrails | Repave Approaches | Repair Slopes | Install RipRap |
| | | | | | | L | | | | | | | | | | | |
| | L | | | | L | | | | | H | | | | | | | |
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| | | | | | | | | | | H | | H | | | M | | |
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| | | | | | | | | | | M | | | | | | | H |
| M | | | | | | | | | | | | | | | H | | |
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| | | | | | | M | | | L | | | | | | L | | |
| | | | | | | M | | | | M | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| M | | | | | L | | | | | M | | | | | H | | |
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# Appendix 5

| APPENDIX A-3 | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Inventory Data | | | | | | | | | | | Inspection Items | | | | | | | |
| Bridge Type | Structure Number | Bridge ID | Facility Carried | Features Intersected | Structure Type Main Span (Item 43A - Material) | Structure Type Main Span (Item 43B) | Number of Main Span (Item 45) | Total Str Length (Item 49) | Total Str Width (Item 52) | Total Str (sq ft) | Initial Inspection | In Depth Steel Inspection | Pin and Hanger Inspection | Diving Inspection | Provide Monitoring | Review Scour Criticality | Load Rating | Update SIA |
| Prestressed concrete – Box beam/girders—multiple | 4535 | 3843450000018O1 | DENTON ROAD | SPARKS FND. PARK POND | 5 | 5 | 1 | 26 | 46 | 1196 | X | X | X | X | X | X | X | X |
| Steel continuous – Multistringer | 4536 | 3843450000138O1 | EAST HIGH STREET | GRAND RIVER | 4 | 2 | 3 | 85.3 | 62.3 | 5314 | X | X | X | X | X | X | X | X |
| Steel continuous – Multistringer | 4537 | 3843450000159O2 | EAST HIGH STREET | GRAND RIVER | 4 | 2 | 3 | 118.4 | 34.3 | 4061 | X | X | X | X | X | X | X | X |
| Prestressed concrete – Box beam/girders—multiple | 4538 | 3843450000233O1 | E MORRELL ST | GRAND RIVER | 5 | 5 | 1 | 49.2 | 39.4 | 1938 | X | X | X | X | X | X | X | X |
| Steel – Box beam/girders—single/spread | 4539 | 3843450000458O1 | E WASHINGTON ST | GRAND RIVER | 3 | 6 | 1 | 57 | 43.4 | 2474 | X | X | X | X | X | X | X | X |
| Prestressed concrete – Box beam/girders—single/spread | 4540 | 3843450000648O1 | TRAIL STREET | GRAND RIVER | 5 | 6 | 1 | 40.5 | 52 | 2106 | X | X | X | X | X | X | X | X |
| Prestressed concrete – Box beam/girders—multiple | 4541 | 3843450000708O1 | EAST GANSON STREET | GRAND RIVER | 5 | 5 | 1 | 39.4 | 65.6 | 2585 | X | X | X | X | X | X | X | X |
| Prestressed concrete – Box beam/girders—multiple | 4542 | 3843450000798O1 | WEST NORTH STREET | GRAND RIVER | 5 | 5 | 1 | 49 | 53.3 | 2612 | X | X | X | X | X | X | X | X |
| Concrete – Arch—deck | 4543 | 3843450000878O1 | MONROE STREET | GRAND RIVER | 1 | 13 | 1 | 59.1 | 62.3 | 3682 | X | X | X | X | X | X | X | X |
| Prestressed concrete – Box beam/girders—single/spread | 4544 | 3843450001468O1 | MECHANIC STREET | GRAND RIVER | 5 | 6 | 1 | 59 | 67 | 3953 | X | X | X | X | X | X | X | X |
| Concrete – Arch—deck | 4545 | 3843450001558O1 | MLK JR DR | GRAND RIVER | 1 | 13 | 1 | 42.7 | 65.6 | 2803 | | | | | | | | |
| Prestressed concrete – Box beam/girders—multiple | 4547 | 3843450001828O1 | LOSEY AVENUE | GRAND RIVER | 5 | 5 | 1 | 50 | 34.3 | 1715 | X | X | X | X | X | X | X | X |
| Prestressed concrete – Box beam/girders—multiple | 4548 | 3853450000028O1 | SEWAGE PLANT DRIVE | GRAND RIVER | 5 | 5 | 1 | 49.2 | 26.2 | 1289 | X | X | X | X | X | X | X | X |
| Prestressed concrete – Box beam/girders—single/spread | 4550 | 3853450001998O1 | LEWIS STREET | GRAND RIVER | 5 | 6 | 1 | 61.8 | 39.2 | 2423 | X | X | X | X | X | X | X | X |
| Prestressed concrete – Box beam/girders—multiple | 4551 | 3853450004278O1 | COLUMBUS STREET | GRAND RIVER | 5 | 5 | 1 | 52.3 | 42.7 | 2242 | X | X | X | X | X | X | X | X |

# C. CULVERT ASSET MANAGEMENT PLAN SUPPLEMENT

## Culvert Primer

Culverts are structures that lie underneath roads, enabling water to flow from one side of the roadway to the other (Figure C-1 and Figure C-2). The important distinguishing factor between a culvert and a bridge is the size. Culverts are considered anything under 20 feet while bridges, according to the Federal Highway Administration, are 20 feet or more. While similar in function to storm sewers, culverts differ from storm sewers in that culverts are open on both ends, are constructed as straight-line conduits, and lack intermediate drainage structures like maintenance holes and catch basins. Culverts are critical to the service life of a road because of the important role they play in keeping the pavement layers well drained and free from the forces of water building up on one side of the roadway.

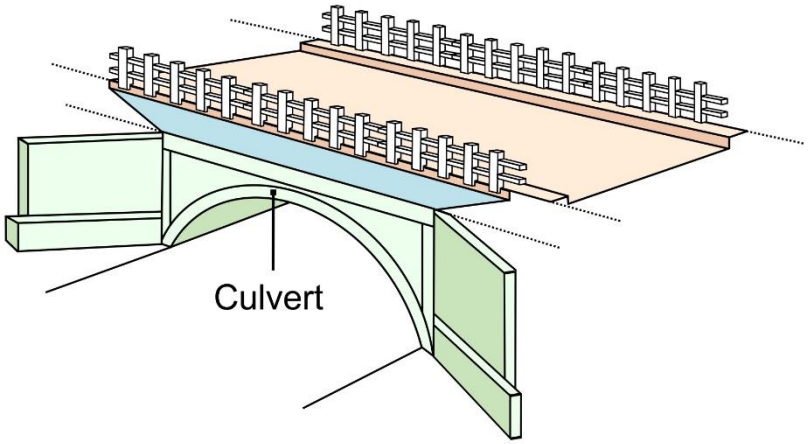



Figure C-1: Diagram of a culvert structure




Figure C-2: Examples of culverts. Culverts allow water to pass under the roadway (left), they are straight-line conduits with no intermediate drainage structures (middle), and they come in various materials (left metal; middle and right: concrete) and shapes (left arch; middle: round; right: box).

### *Culvert Types*

Michigan conducted its first pilot data collection on local agency culverts in the state in 2018. Of almost 50,000 culverts inventoried as part of the state-wide pilot project, the material type used for constructing culverts ranged from (in order of predominance) corrugated steel, concrete, plastic, aluminum, and masonry/tile, to timber materials. The shapes of the culverts were (in order of predominance) circular, pipe arch, arch, rectangular, horizontal ellipse, or box. The diameter for the majority of culverts ranged from less than 12 inches to 24 inches; a portion, however, ranged from 30 inches to more than 48 inches.

### *Culvert Condition*

Several culvert condition assessment practices exist. The FHWA has an evaluation method in its 1986 *Culvert Inspection Manual*. In conjunction with descriptions and details in the Ohio Department of Transportation's 2017 *Culvert Inspection Manual* and Wisconsin DOT's *Bridge Inspection Field Manual*, the FHWA method served as the method for evaluating Michigan culverts in the pilot. In 2018, Michigan local agencies participated in a culvert pilot data collection, gathering inventory and condition data; full detail on the condition assessment system used in the data collection can be found in Appendix G of the final report (https://www.michigan.gov/documents/tamc/TAMC_2018_Culvert_Pilot_Report_Complete_634795_7.pdf).

The Michigan culvert pilot data collection used a 1 through 10 rating system, where 10 is considered a new culvert with no deterioration or distress and 1 is considered total failure. Each of the different culvert material types requires the assessment of features unique to that material type, including structural deterioration, invert deterioration, section deformation, blockage(s), and scour. Corrugated metal pipe, concrete pipe, plastic pipe, and masonry culverts require an additional assessment of joints and seams. Slab abutment culverts require an additional assessment of the concrete abutment and the masonry abutment. Assessment of timber culverts only relied on blockage(s) and scour. The assessments come together to generate condition rating categories of good (rated as 10, 9, or 8), fair (rated as 7 or 6), poor (rated as 5 or 4), or failed (rated as 3, 2, or 1).

### *Culvert Treatments*

The *MDOT Drainage Manual* addresses culvert design and treatments. Of most importance to the longevity of culverts is regular cleaning to prevent clogs. More extensive treatments may include re-positioning the pipe to improve its grade and lining a culvert to achieve more service life after structural deterioration has begun.

# D. TRAFFIC SIGNALS ASSET MANAGEMENT PLAN SUPPLEMENT

## Traffic Signals Primer

### *Types*

Electronic traffic control devices come in a large array of configurations, which include case signs (e.g., keep right/left, no right/left turn, reversible lanes), controllers, detection (e.g., cameras, push buttons), flashing beacons, interconnects (e.g., DSL, fire station, phone line, radio), pedestrian heads (e.g., hand-man), and traffic signals. This asset management plan is only concerned with traffic signals (Figure D-1) as a functioning unit and does not consider other electronic traffic control devices.

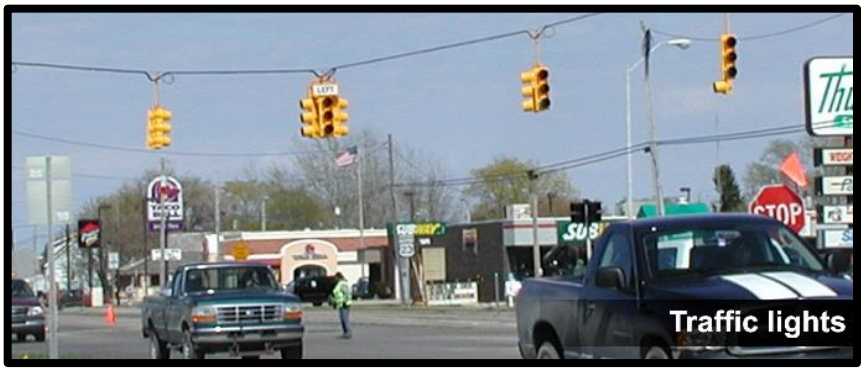



Figure D-1: Example of traffic signals

### *Condition*

Traffic signal assessment considers the functioning of basic tests on a pass/fail basis. These tests include battery backup testing, components testing, conflict monitor testing, radio testing, and underground detection.

### *Treatments*

Traffic signals are maintained in accordance with the *Michigan Manual on Uniform Traffic Control Devices*. Maintenance of traffic signals includes regular maintenance of all components, cleaning, and servicing to prevent undue failures, immediate maintenance in the case of emergency calls, and provision of stand-by equipment. Timing changes are restricted to authorized personnel only.

# E. GLOSSARY & ACRONYMS

## Glossary

**Alligator cracking:** Cracking of the surface layer of an asphalt pavement that creates a pattern of interconnected cracks resembling alligator hide. This is often due to overloading a pavement, sub-base failure, or poor drainage.[5]

**Asset management:** A process that uses data to manage and track road assets in a cost-effective manner using a combination of engineering and business principles. Public Act 325 of 2018 provides a legal definition: "an ongoing process of maintaining, preserving, upgrading, and operating physical assets cost effectively, based on a continuous physical inventory and condition assessment and investment to achieve established performance goals".[6]

**Biennial inspection:** Inspection of an agency's bridges every other year, which happens in accordance with National Bridge Inspection Standards and Michigan Department of Transportation requirements.

**Bridge inspection program:** A program implemented by a local agency to inspect the bridges within its jurisdiction systematically in order to ensure proper functioning and structural soundness.

**Capital preventative maintenance:** Also known as CPM, a planned set of cost-effective treatments to address fair-rated infrastructure before the structural integrity of the system has been severely impacted. These treatments aim to slow deterioration and to maintain or improve the functional condition of the system without significantly increasing the structural capacity. Light capital preventive maintenance is a set of treatments designed to seal isolated areas of the pavement from water, such as crack and joint sealing, to protect and restore pavement surface from oxidation with limited surface thickness material, such as fog seal; generally, application of a light CPM treatment does not provide a corresponding increase in a segment's PASER score. Heavy capital preventive maintenance is a set of surface treatments designed to protect pavement from water intrusion or environmental weathering without adding significant structural strength, such as slurry seal, chip seal, or thin (less than 1.5-inch) overlays for bituminous surfaces or patching or partial-depth (less than 1/3 of pavement depth) repair for concrete surfaces.

**Chip seal:** An asphalt pavement treatment method consists of, first, spraying liquid asphalt onto the old pavement surface and then, a single layer of small stone chips spread onto the wet asphalt layer.

**City major:** A road classification, defined in Michigan Public Act 51, that encompasses the generally more important roads in a city or village. City major roads are designated by a municipality's governing body and are subject to approval by the State Transportation Commission. These roads do not include roads under the jurisdiction of a county road commission or trunkline highways.

**City minor:** A road classification, defined in Michigan Public Act 51, that encompasses the generally less important roads in a city or village. These roads include all city or village roads that are not city major roads and do not include roads under the jurisdiction of a county road commission.

[5] https://en.wikipedia.org/wiki/Crocodile_cracking
[6] Inventory-based Rating System for Gravel Roads: Training Manual

**Composite pavement:** A pavement consisting of concrete and asphalt layers. Typically, composite pavements are old concrete pavements that were overlaid with HMA in order to gain more service life.

**Concrete joint resealing:** Resealing the joints of a concrete pavement with a flexible sealant to prevent moisture and debris from entering the joints. When debris becomes lodged inside a joint, it inhibits proper movement of the pavement and leads to joint deterioration and spalling.

**Concrete pavement:** Also known as rigid pavement, a pavement made from portland cement concrete. Concrete pavement has an average service life of 30 years and typically does not require as much periodic maintenance as HMA.

**Cost per lane mile:** Associated cost of construction, measured on a per lane, per mile basis. Also see *lane-mile segment.*

**County local:** A road classification, defined in Michigan Public Act 51, that encompasses the generally less important and low-traffic roads in a county. This includes all county roads that are not classified as county primary roads.

**County primary:** A road classification, defined in Michigan Public Act 51, that encompasses the generally more important and high-traffic roads in a county. County primary roads are designated by board members of the county road commissions and are subject to approval by the State Transportation Commission.

**CPM:** See *Capital preventive maintenance*.

**Crack and seat:** A concrete pavement treatment method that involves breaking old concrete pavement into small chunks and leaving the broken pavement in place to provide a base for a new surface. This provides a new wear surface that resists water infiltration and helps prevent damaged concrete from reflecting up to the new surface.

**Crack seal:** A pavement treatment method for both asphalt and concrete pavements that fills cracks with asphalt materials, which seals out water and debris and slows down the deterioration of the pavement. Crack seal may encompass the term "crack filling."

**Crush and shape:** An asphalt pavement treatment method that involves pulverizing the existing asphalt pavement and base and then reshaping the road surface to correct imperfections in the road's profile. Often, a layer of gravel is added along with a new wearing surface such as an HMA overlay or chip seal.

**Crust:** A very tightly compacted surface on an unpaved road that sheds water with ease but takes time to create.

**Culvert:** A pipe or structure used under a roadway that allows crossroad drainage while allowing traffic to pass without being impeded; culverts span up to 20 feet.[7]

**Dowel bar retrofit repair:** A concrete pavement treatment method that involves cutting slots in a cracked concrete slab, inserting steel bars into the slots, and placing concrete to cover the new bars and fill the slots. It aims to reinforce cracks in concrete pavement.

[7] Adapted from Inventory-based Rating System for Gravel Roads: Training Manual

**Dust control:** A gravel road surface treatment method that involves spraying chloride or other chemicals on the gravel surface to reduce dust loss, aggregate loss, and maintenance. This is a relatively short-term fix that helps create a crusted surface.

**Expansion joint:** Joints in a bridge that allow for slight expansion and contraction changes in response to temperature. Expansion joints prevent the buildup of excessive pressure, which can cause structural damage to the bridge.

**Federal Highway Administration:** Also known as FHWA, this is an agency within the U.S. Department of Transportation that supports state and local governments in the design, construction, and maintenance of the nation's highway system.[8]

**Federal-aid network:** Portion of road network that is comprised of federal-aid routes. According to Title 23 of the United States Code, federal-aid-eligible roads are "highways on the federal-aid highways systems and all other public roads not classified as local roads or rural minor collectors".[9] Roads that are part of the federal-aid network are eligible for federal gas-tax monies.

**FHWA:** See *Federal Highway Administration*.

**Flexible pavement:** See *hot-mix asphalt pavement*.

**Fog seal:** An asphalt pavement treatment method that involves spraying a liquid asphalt coating onto the entire pavement surface to fill hairline cracks and prevent damage from sunlight and oxidation. This method works best for good to very good pavements.

**Full-depth concrete repair:** A concrete pavement treatment method that involves removing sections of damaged concrete pavement and replacing it with new concrete of the same dimensions in order to restore the riding surface, delay water infiltration, restore load transfer from one slab to the next, and eliminate the need to perform costly temporary patching.

**Geographic divides:** Areas where a geographic feature (e.g., river, lake, mountain) limits crossing points of the feature.

**Grants:** Competitive funding gained through an application process and targeted at a specific project type to accomplish a specific purpose. Grants can be provided both on the federal and state level and often make up part of the funds that a transportation agency receives.

**Gravel surfacing:** A low-cost, easy-to-maintain road surface made from aggregate and fines.

**Heavy capital preventive maintenance:** See *Capital preventive maintenance*.

**HMA:** See *hot-mix asphalt pavement*.

**Hot-mix asphalt overlay:** Also known as HMA overlay, this a surface treatment that involves layering new asphalt over an existing pavement, either asphalt or concrete. It creates a new wearing surface for traffic and to seal the pavement from water, debris, and sunlight damage, and it often adds significant structural strength.

**Hot-mix asphalt pavement:** Also known as HMA pavement, this type of asphalt creates a flexible pavement composed of aggregates, asphalt binder, and air voids. HMA is heated for placement and

[8] Federal Highway Administration webpage https://www.fhwa.dot.gov/
[9] Inventory-based Rating System for Gravel Roads: Training Manual

compaction at high temperatures. HMA is less expensive to construct than concrete pavement, however it requires frequent maintenance activities and generally lasts 18 years before major rehabilitation is necessary. HMA makes up the vast majority of local-agency-owned pavements.

**IBR:** See *IBR element*, *IBR number*, and/or *Inventory-based Rating System™*.

**IBR element:** A feature used in the IBR System™ for assessing the condition of roads. The system relies on assessing three elements: surface width, drainage adequacy, and structural adequacy.[10]

**IBR number:** The 1-10 rating determined from assessments of the weighted IBR elements. The weighting relates each element to the intensity road work needed to improve or enhance the IBR element category.[11]

**Interstate highway system:** The road system owned and operated by each state consisting of routes that cross between states, make travel easier and faster. The interstate roads are denoted by the prefix "I" or "U.S." and then a number, where odd routes run north-south and even routes run east-west. Examples are I-75 or U.S. 2.[12]

**Inventory-based Rating System™:** Also known as the IBR System™, a rating system designed to assess the capabilities of gravel and unpaved roads to support intended traffic volumes and types year round. It assesses roads based on how three IBR elements, or features—surface width, drainage adequacy, and structural adequacy—compare to a baseline, or "good," road.[13]

**Investment Reporting Tool:** Also known as IRT, a web-based system used to manage the process for submitting required items to the Michigan Transportation Asset Management Council. Required items include planned and completed maintenance and construction activity for roads and bridges and comprehensive asset management plans.

**IRT:** See *Investment Reporting Tool*.

**Jurisdiction:** Administrative power of an entity to make decisions for something. In Michigan, the three levels of jurisdiction classification for transportation assets are state highways, county roads, and city and village streets. State highways are under the jurisdiction of the Michigan Department of Transportation, county roads are under the jurisdiction of the road commission for the county in which the roads are located, and city and village streets are under the jurisdiction of the municipality in which the roads are located.

**Jurisdictional borders:** Borders between two road-owning-agency jurisdictions, or where the roads owned by one agency turn into roads owned by another agency. Examples of jurisdictional borders are township or county lines.

**Lane-mile segment:** A segment of road that is measured by multiplying the centerline miles of a roadway by the number of lanes present.

**Lane-mile-years:** A network's total lane-miles multiplied by one year; a method to quantify the measurable loss of pavement life.

[10] Inventory-based Rating System for Gravel Roads: Training Manual
[11] Inventory-based Rating System for Gravel Roads: Training Manual
[12] https://www.fhwa.dot.gov/interstate/faq.cfm#question3
[13] Adapted from Inventory-based Rating System for Gravel Roads: Training Manual

**Light capital preventive maintenance:** See *Capital preventive maintenance*.

**Limited access areas:** Areas—typically remote areas—serviced by few or seasonal roads that require long detours routes if servicing roads are closed.

**Main access to key commercial districts:** Areas where large number or large size business will be significantly impacted if a road is unavailable.

**Maintenance grading:** A surface treatment method for unpaved roads that involves re-grading the road to remove isolated potholes, washboarding, and ruts, and then restoring the compacted crust layer.

**MDOT:** See *Michigan Department of Transportation*.

**MDOT's Local Bridge Program Call for Projects:** A call for project proposals for replacement, rehabilitation, and/or preventive maintenance of local bridges that, if granted, receives bridge funding from the Michigan Department of Transportation. The Call for Projects is made by the Local Bridge Program.

**MGF:** See *Michigan Geographic Framework.*

**Michigan Department of Transportation:** Also known as MDOT, this is the state of Michigan's department of transportation, which oversees roads and bridges owned by the state or federal government in Michigan.

**Michigan Geographic Framework:** Also known as MGF, this is the state of Michigan's official digital base map that contains location and road information necessary to conduct state business. The Michigan Department of Transportation uses the MGF to link transportation assets to a physical location.

**Michigan Public Act 51 of 1951:** Also known as PA 51, this is a Michigan legislative act that served as the foundation for establishing a road funding structure by creating transportation funding distribution methods and means. It has been amended many times.[14]

**Michigan Public Act 325 of 2018:** Also known as PA 325, this legislation modified PA 51 of 1951 in regards to asset management in Michigan, specifically 1) re-designating the TAMC under Michigan Infrastructure Council (MIC); 2) promoting and overseeing the implementation of recommendations from the regional infrastructure asset management pilot program; 3) requiring local road three-year asset management plans beginning October 1, 2020; 4) adding asset classes that impact system performance, safety or risk management, including culverts and signals; 5) allowing MDOT to withhold funds if no asset management plan submitted; and 6) prohibiting shifting finds from a country primary to a county local, or from a city major to a city minor if no progress toward achieving the condition goals described in its asset plan.[15]

**Michigan Public Act 499 of 2002:** Also known as PA 499, this legislation requires road projects for the upcoming three years to be reported to the TAMC.

**Michigan Transportation Asset Management Council:** Also known as the TAMC, a council comprised of professionals from county road commissions, cities, a county commissioner, a township official, regional, and metropolitan planning organizations, and state transportation department personnel. The

[14] Inventory-based Rating System for Gravel Roads: Training Manual
[15] Inventory-based Rating System for Gravel Roads: Training Manual

council reports directly to the Michigan Infrastructure Council.[16] The TAMC provides resources and support to Michigan's road-owning agencies and serves as a liaison in data collection requirements between agencies and the state.

**Michigan Transportation Fund:** Also known as MTF, this is a source of transportation funding supported by vehicle registration fees and the state's per-gallon gas tax.

**Microsurface treatment:** An asphalt pavement treatment method that involves applying modified liquid asphalt, small stones, water, and portland cement for the purpose of protecting a pavement from damage caused by water and sunlight.

**Mill and hot-mix asphalt overlay:** Also known as a mill and HMA overlay, this is a surface treatment that involves the removal of the top layer of pavement by milling and the replacement of the removed layer with a new HMA layer.

**Mix-of-fixes:** A strategy of maintaining roads and bridges that includes generally prioritizes the spending of money on routine maintenance and capital preventive maintenance treatments to impede deterioration and then, as money is available, performing reconstruction and rehabilitation.

**MTF:** See *Michigan Transportation Fund*.

**National Bridge Inspection Standards:** Also known as NBIS, standards created by the Federal Highway Administration to locate and evaluate existing bridge deficiencies in the federal-aid highway system to ensure the safety of the traveling public. The standards define the proper safety for inspection and evaluation of all highway bridges.[17]

**National Center for Pavement Preservation:** Also known as the NCPP, a center that offers education, research, and outreach in current and innovative pavement preservation practices. This collaborative effort of government, industry, and academia entities was established at Michigan State University.

**National Functional Class:** Also known as NFC, a federal grouping system for public roads that classifies roads according to the type of service that the road is intended to provide.

**National highway system:** Also known as NHS, this is a network of roads that includes the interstate highway system and other major roads managed by state and local agencies that serve major airports, marine, rail, pipelines, truck terminals, railway stations, military bases, and other strategic facilities.

**NBIS:** See *National Bridge Inspection Standards*.

**NCPP:** See *National Center for Pavement Preservation*.

**NCPP Quick Check:** A system created by the National Center for Pavement Preservation that works under the premise that a one-mile road segment loses one year of life each year that it is not treated with a maintenance, rehabilitation, or reconstruction project.

**NFC:** See *National Functional Class*.

**Non-trunkline:** A local road intended to be used over short distances but not recommended for long-distance travel.

[16] Inventory-based Rating System for Gravel Roads: Training Manual
[17] https://www.fhwa.dot.gov/bridge/nbis/

**Other funds:** Expenditures for equipment, capital outlay, debt principal payment, interest expense, contributions to adjacent governmental units, principal, interest, and bank fees, and miscellaneous for cities and villages.

**PA:** See *Michigan Public Act 51, Michigan Public Act 325,* and/or *Michigan Public Act 499*.

**Partial-depth concrete repair:** A concrete pavement treatment method that involves removing spalled or delaminated areas of concrete pavement, usually near joints and cracks, and replacing with new concrete. This is done to provide a new wearing surface in isolated areas, to slow down water infiltration, and to help delay further freeze-thaw damage.

**PASER:** See *Pavement Surface Evaluation and Rating system*.

**Pavement reconstruction:** A complete removal of the old pavement and base and construction of an entirely new road. This is the most expensive rehabilitation of the roadway and also the most disruptive to traffic patterns.

**Pavement Surface Evaluation and Rating system:** Also known as the PASER system, the PASER system rates surface condition on a 1-10 scale, where 10 is a brand new road with no defects, 5 is a road with distress but that is structurally sound and requires only preventative maintenance, and 1 is a road with extensive surface and structural distresses that is in need of total reconstruction. This system provides a simple, efficient, and consistent method for evaluating the condition of paved roads.[18]

**Pothole:** A defect in a road that produces a localized depression.[19]

**Preventive maintenance:** Planned treatments to an existing asset to prevent deterioration and maintain functional condition. This can be a more effective use of funds than the costly alternative of major rehabilitation or replacement.

**Proactive preventive maintenance:** Also known as PPM, a method of performing capital preventive maintenance treatments very early in a pavement's life, often before it exhibits signs of pavement defect.

**Public Act 51:** See *Michigan Public Act 51 of 1951*

**Public Act 325:** See *Michigan Public Act 325 of 2018*

**Public Act 499:** See *Michigan Public Act 499 of 2002*

**Reconstruction and rehabilitation programs:** Programs intended to reconstruct and rehabilitate a road.

**Restricted load postings:** A restriction enacted on a bridge structure when is incapable of transporting a state's legal vehicle loads.

**Rights-of-way ownership:** The owning of the right-of-way, which is the land over which a road or bridge travels. In order to build a road, road agencies must own the right-of-way or get permission to build on it.

**Rigid pavement:** See *concrete pavement*.

[18] Adapted from Inventory-based Rating System for Gravel Roads: Training Manual
[19] Inventory-based Rating System for Gravel Roads: Training Manual

**Road infrastructure:** An agency's road network and assets necessary to make it function, such as traffic signage and ditches.

**Road:** The area consisting of the roadway (i.e., the travelled way or the portion of the road on which vehicles are intended to drive), shoulders, ditches, and areas of the right of way containing signage.[20]

**Roadsoft:** An asset management software suit that enables agencies to manage road and bridge related infrastructure. The software provides tools for collecting, storing, and analyzing data associated with transportation infrastructure. Built on an optimum combination of database engine and GIS mapping tools, Roadsoft provides a quick, smooth user experience and almost unlimited data handling capabilities.[21]

**Ruts/rutting:** Deformation of a road that usually forms as a permanent depression concentrated under the wheel path parallel to the direction of travel.[22]

**Scheduled maintenance:** Low-cost, day-to-day activities applied to bridges on a scheduled basis that mitigates deterioration.[23]

**Sealcoat pavement:** A gravel road that has been sealed with a thin asphalt binder coating that has stone chips spread on top.

**Service life:** Time from when a road or treatment is first constructed to when it reaches a point where the distresses present change from age-related to structural-related (also known as the critical distress point).[24]

**Slurry seal:** An asphalt pavement treatment method that involves applying liquid asphalt, small stones, water, and portland cement in a very thin layer with the purpose of protecting an existing pavement from being damaged by water and sunlight.

**Structural improvement:** Pavement treatment that adds strength to the pavement. Roads requiring structural improvement exhibit alligator cracking and rutting and are considered poor by the TAMC definitions for condition.

**Subsurface infrastructure:** Infrastructure maintained by local agencies that reside underground, for example, drinking water distribution systems, wastewater collection systems, and storm sewer systems.

**TAMC:** See *Michigan Transportation Asset Management Council*.

**TAMC pavement condition dashboard:** Website for viewing graphs of pavement and bridge conditions, traffic and miles travelled, safety statistics, maintenance activities, and financial data for Michigan's cities and villages, counties, and regions, as well as the state of Michigan.

**TAMC's good/fair/poor condition classes:** Classification of road conditions defined by the Michigan Transportation Asset Management Council based on bin ranges of PASER scores and similarities in defects and treatment options. Good roads have PASER scores of 8, 9, or 10, have very few defects, and require minimal maintenance. Fair roads have PASER scores of 5, 6, or 7, have good structural support but a deteriorating surface, and can be maintained with CPM treatments. Poor roads have PASER scores

[20] Inventory-based Rating System for Gravel Roads: Training Manual
[21] Inventory-based Rating System for Gravel Roads: Training Manual
[22] Paving Class Glossary
[23] Inventory-based Rating System for Gravel Roads: Training Manual
[24] Inventory-based Rating System for Gravel Roads: Training Manual

of 1, 2, 3, or 4, exhibit evidence that the underlying structure is failing, such as alligator cracking and rutting. These roads must be rehabilitated with treatments like heavy overlay, crush and shape, or total reconstruction.

**Tax millages:** Local tax implemented to supplement an agency's budget, such as road funding.

**Thin hot-mix asphalt overlay:** Application of a thin layer of hot-mix asphalt on an existing road to re-seal the road and protect it from damage caused by water. This also improves the ride quality and provides a smoother, uniform appearance that improves visibility of pavement markings.[25]

**Transportation infrastructure:** All of the elements that work together to make the surface transportation system function including roads, bridges, culverts, traffic signals, and signage.

**Trigger:** When a PASER score gives insight to the preferred timeline of a project for applying the correct treatment at the correct time.

**Trunkline abbreviations:** The prefixes *M-*, *I-*, and *US* indicate roads in Michigan that are part of the state trunkline system, the Interstate system, and the US Highway system. These roads consist of anything from 10-lane urban freeways to two-lane rural highways and even one non-motorized highway; they cover 9,668 centerline miles. Most of the roads are maintained by MDOT.

**Trunkline bridges:** Bridge present on a trunkline road, which typically connects cities or other strategic places and is the recommended rout for long-distance travel.[26]

**Trunkline maintenance funds:** Expenditures under a maintenance agreement with MDOT for maintenance activities performed on MDOT trunkline routes.

**Trunkline:** Major road that typically connects cities or other strategic places and is the recommended route for long-distance travel.[27]

**Washboarding:** Ripples in the road surface that are perpendicular to the direction of travel.[28]

**Wedge/patch sealcoat treatment:** An asphalt pavement treatment method that involves correcting the damage frequently found at the edge of a pavement by installing a narrow, 2- to 6-foot-wide wedge along the entire outside edge of a lane and layering with HMA. This extends the life of an HMA pavement or chip seal overlay by adding strength to significantly settled areas of the pavement.

**Worst-first strategy:** Asset management strategy that treats only the problems, often addressing the worst problems first, and ignoring preventive maintenance. This strategy is the opposite of the "mix of fixes" strategy. An example of a worst-first approach would be purchasing a new automobile, never changing the oil, and waiting till the engine fails to address any deterioration of the car.

[25] [second sentence] http://www.kentcountyroads.net/road-work/road-treatments/ultra-thin-overlay
[26] https://en.wikipedia.org/wiki/Trunk_road
[27] https://en.wikipedia.org/wiki/Trunk_road
[28] Inventory-based Rating System for Gravel Roads: Training Manual

# List of Acronyms

COJ: City of Jackson

CPM: capital preventive maintenance

FHWA: Federal Highway Administration

HMA: hot-mix asphalt

I: trunkline abbreviation for routes on the Interstate system

IBR: Inventory-based Rating

M: trunkline abbreviation for Michigan state highways

MDOT: Michigan Department of Transportation

MTF: Michigan Transportation Fund

NBIS: National Bridge Inspection Standards

NCPP: National Center for Pavement Preservation

NHS: National Highway System

PA 51: Michigan Public Act 51 of 1951

PASER: Pavement Surface Evaluation and Rating

R&R: reconstruction and rehabilitation programs

TAMC: (Michigan) Transportation Asset Management Council

US: trunkline abbreviation for routes on the US Highway system

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Change Order 1 to the Parking Lot 21 Improvements contract with Leavitt & Starck, Inc.

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**Recommendation:**

Approve Change Order 1 to the Parking Lot 21 Improvements contract with Leavitt & Starck Excavating, Inc. in the increased amount of $18,256.55 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 1 to the Parking Lot 21 Improvements contract.

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

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** Jon Dowling, Engineer

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve Change Order 1 to the Parking Lot 21 Improvements contract with Leavitt & Starck Excavating, Inc. in the increased amount of $18,256.55 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

---

## ISSUE STATEMENT

Work for the Parking Lot 21 Improvements contract with Leavitt & Starck Excavating, Inc. is now complete. As such, the attached balancing Change Order has been prepared to align estimated contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

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

## DESCRIBE THE CONSEQUENCES

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

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

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

This change order represents an increase of $18,256.55, bringing the current contract amount

to $200,003.43. The added cost is primarily attributable to resolution of underground utility conflicts that were encountered during storm sewer construction and the addition of curb and catch basins on the northeast corner of the parking lot to direct surface runoff storm sewer on Pearl Street. This is to reduce erosion and sedimentation and reduce the historic surcharge to downstream catch basins.

## OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's infrastructure - including the downtown public parking lots. To this end, Engineering developed this project to reconstruct the pavement at Parking Lot 21 located on the west side of the Jackson District Library Administration building.

On April 2, 2024, City Council approved the award of the contract to Leavitt & Starck, Inc. of Lansing, Michigan in the amount of $181,746.88.

## SOLUTION

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

## FACILITATE IMPLEMENTATION

Approve Change Order 1 to the Parking Lot 21 Improvements contract with Leavitt & Starck Excavating, Inc. in the increased amount of $18,256.55 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

---

ATTACHMENTS

1. Engineering Pkg Lot 21 Impr CO1 att

**CHANGE ORDER NO. 1**
**To Contract for**
**ENG24-02 Parking Lot 21 Improvements**
**City of Jackson, Michigan**

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

| | |
|---|---|
| **ORIGINAL CONTRACT AMOUNT** | **$ 181,746.88** |
| **CHANGE ORDER NO. 1** | **$ 18,256.55** |
| **NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1** | **$ 200,003.43** |

**REASON FOR CHANGE:**

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

**CONTRACT COMPLETION:**

The contract completion date remains unchanged.

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

ACCEPTED BY:

Leavitt & Starck Excavating, Inc. Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

# CONTRACT ENG24-02

# PARKING LOT 21 IMPROVEMENTS

# BALANCING CHANGE ORDER NUMBER 1

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

| Prop Line | Item Code | Item Description | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price | Amount | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | ADD | DEDUCT |
| 0001 | 1100001 | Mobilization, Max (10%) | 1.00 | 0.00 | 1.00 | LS | $ 7,500.00 | $ - | $ - |
| 0002 | 2040020 | Curb and Gutter, Rem | 15.00 | 13.00 | 28.00 | Ft | $ 13.08 | $ 170.04 | $ - |
| 0003 | 2040045 | Masonry and Conc Structure, Rem | 20.00 | 30.00 | 50.00 | Cyd | $ 100.00 | $ 3,000.00 | $ - |
| 0004 | 2040055 | Sidewalk, Rem | 14.00 | 15.00 | 29.00 | Syd | $ 14.02 | $ 210.30 | $ - |
| 0005 | 2040080 | Exploratory Investigation, Vertical | 8.00 | 13.00 | 21.00 | Ft | $ 331.25 | $ 4,306.25 | $ - |
| 0006 | 2047001 | _ Pavt Sawcut | 100.00 | 208.00 | 308.00 | Ft | $ 2.50 | $ 520.00 | $ - |
| 0007 | 2047011 | _ HMA Surface, Rem, Modified | 1,560.00 | 180.50 | 1,740.50 | Syd | $ 6.61 | $ 1,193.11 | $ - |
| 0008 | 2050031 | Non Haz Contam Matl HandlingandDisp, L | 10.00 | -10.00 | 0.00 | Cyd | $ 150.00 | $ - | $ (1,500.00) |
| 0009 | 2057011 | _ Geogrid | 1,400.00 | 34.00 | 1,434.00 | Syd | $ 3.82 | $ 129.88 | $ - |
| 0010 | 2080036 | Erosion Control, Silt Fence | 100.00 | 100.00 | 200.00 | Ft | $ 4.00 | $ 400.00 | $ - |
| 0011 | 2087050 | _ Erosion Control, Inlet Protection, Grate F | 12.00 | -10.00 | 2.00 | Ea | $ 250.00 | $ - | $ (2,500.00) |
| 0012 | 2087050 | _ Erosion Control, Inlet Protection, Grate F | 1.00 | -1.00 | 0.00 | Ea | $ 250.00 | $ - | $ (250.00) |
| 0013 | 3027011 | _ Aggregate Base, 8 inch, 21AA, Modified | 1,560.00 | 109.00 | 1,669.00 | Syd | $ 17.43 | $ 1,899.87 | $ - |
| 0014 | 3060020 | Maintenance Gravel | 65.00 | 27.53 | 92.53 | Ton | $ 53.46 | $ 1,471.75 | $ - |
| 0015 | 4027001 | _ Sewer Backfill, Class II | 90.00 | -30.00 | 60.00 | Ft | $ 32.67 | $ - | $ (980.10) |
| 0016 | 4027001 | _ Sewer, DI, 8 inch | 90.00 | -30.00 | 60.00 | Ft | $ 119.00 | $ - | $ (3,570.00) |
| 0017 | 4037050 | _ Catch Basin Cover, Curb | 2.00 | -1.00 | 1.00 | Ea | $ 795.00 | $ - | $ (795.00) |
| 0018 | 4037050 | _ Catch Basin, 48 inch dia | 2.00 | 0.00 | 2.00 | Ea | $ 4,500.00 | $ - | $ - |
| 0019 | 4037050 | _ Mh Cover, Std | 1.00 | 0.00 | 1.00 | Ea | $ 795.00 | $ - | $ - |
| 0020 | 4037050 | _ Storm Manhole, 48 inch dia | 1.00 | -1.00 | 0.00 | Ea | $ 5,500.00 | $ - | $ (5,500.00) |
| 0021 | 4037050 | _ Utility Structure Cover, Adj, Case 1, Mod | 1.00 | 0.00 | 1.00 | Ea | $ 1,465.00 | $ - | $ - |
| 0022 | 5010033 | HMA, 13A | 420.00 | -51.03 | 368.97 | Ton | $ 120.00 | $ - | $ (6,123.60) |
| 0023 | 8020038 | Curb and Gutter, Conc, Det F4 | 200.00 | 94.00 | 294.00 | Ft | $ 31.00 | $ 2,914.00 | $ - |
| 0024 | 8030044 | Sidewalk, Conc, 4 inch | 125.00 | 385.50 | 510.50 | Sft | $ 14.00 | $ 5,397.00 | $ - |
| 0025 | 8110204 | Pavt Mrkg, Preform Therm, Accessible Sy | 3.00 | 0.00 | 3.00 | Ea | $ 505.00 | $ - | $ - |
| 0026 | 8120012 | Barr,TypeIII,HighInten,DblSided,Ltd,Furn | 8.00 | 13.00 | 21.00 | Ea | $ 58.00 | $ 754.00 | $ - |
| 0027 | 8120013 | Barr,TypeIII,HighInten,DblSided,Ltd,Oper | 8.00 | 13.00 | 21.00 | Ea | $ 2.50 | $ 32.50 | $ - |
| 0028 | 8120026 | Pedestrian Type II Barricade, Temp | 7.00 | 0.00 | 7.00 | Ea | $ 46.00 | $ - | $ - |
| 0029 | 8120035 | Channelizing Device, 42 in, Fluor, Furn | 60.00 | 0.00 | 60.00 | Ea | $ 16.00 | $ - | $ - |
| 0030 | 8120036 | Channelizing Device, 42 in, Fluor, Oper | 60.00 | 0.00 | 60.00 | Ea | $ 0.50 | $ - | $ - |
| 0031 | 8120140 | Lighted Arrow, Type C, Furn | 1.00 | 0.00 | 1.00 | Ea | $ 330.00 | $ - | $ - |
| 0032 | 8120141 | Lighted Arrow, Type C, Oper | 1.00 | 0.00 | 1.00 | Ea | $ 23.00 | $ - | $ - |
| 0033 | 8120170 | Minor Traf Devices | 1.00 | 0.00 | 1.00 | LS | $ 200.00 | $ - | $ - |
| 0034 | 8120350 | Sign, Type B, Temp, Prismatic, Furn | 129.00 | 163.00 | 292.00 | Sft | $ 3.75 | $ 611.25 | $ - |
| 0035 | 8120351 | Sign, Type B, Temp, Prismatic, Oper | 129.00 | 163.00 | 292.00 | Sft | $ 0.35 | $ 57.05 | $ - |
| 0036 | 8120352 | Sign, Type B,Temp,Prismatic,Spec, Furn | 10.00 | 16.00 | 26.00 | Sft | $ 4.00 | $ 64.00 | $ - |
| 0037 | 8120353 | Sign, Type B,Temp,Prismatic,Spec, Oper | 10.00 | 16.00 | 26.00 | Sft | $ 0.35 | $ 5.60 | $ - |

# CONTRACT ENG24-02

# PARKING LOT 21 IMPROVEMENTS

# BALANCING CHANGE ORDER NUMBER 1

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

| Prop Line | Item Code | Item Description | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price | Amount | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | ADD | DEDUCT |
| 0038 | 8117001 | _ Pavt Mrkg, Waterborne, 4 inch, Blue | 440.00 | -40.00 | 400.00 | Ft | $ 0.77 | $ - | $ (30.80) |
| 0039 | 8110231 | Pavt Mrkg, Waterborne, 4 inch, White | 1,000.00 | 134.00 | 1,134.00 | Ft | $ 0.77 | $ 103.18 | $ - |
| 0040 | 8100371 | Post, Steel, 3 lb | 101.00 | -41.00 | 60.00 | Ft | $ 12.00 | $ - | $ (492.00) |
| 0041 | 2090001 | Project Cleanup | 1.00 | 0.00 | 1.00 | LS | $ 1,500.00 | $ - | $ - |
| 0042 | 8100402 | Sign, Type III, Erect, Salv | 7.00 | 1.00 | 8.00 | Ea | $ 110.00 | $ 110.00 | $ - |
| 0043 | 8100403 | Sign, Type III, Rem | 7.00 | 1.00 | 8.00 | Ea | $ 50.00 | $ 50.00 | $ - |
| 0044 | 8127051 | _ Site Grading | 1.00 | 0.00 | 1.00 | LS | $ 15,000.00 | $ - | $ - |
| 0045 | 8120370 | Traf Regulator Control | 1.00 | 0.00 | 1.00 | LS | $ 300.00 | $ - | $ - |
| 0046 | 8167011 | _ Turf Establishment, Performance | 60.00 | 75.00 | 135.00 | Syd | $ 40.86 | $ 3,064.50 | $ - |
| 0051 | 4037050 | _ Storm Manhole, 48 inch dia, Furn | 0.00 | 1.00 | 1.00 | Ea | $ 2,854.58 | $ 2,854.58 | $ - |
| 0056 | 4037050 | _ Storm Manhole, 60 inch dia | 0.00 | 1.00 | 1.00 | Ea | $ 8,643.69 | $ 8,643.69 | $ - |
| 0061 | 6027011 | _ Conc Pavt, Decorative, Nonreinf, 8 inch | 0.00 | 23.00 | 23.00 | Syd | $ 88.50 | $ 2,035.50 | $ - |
| | | | | | | | Total: | $ 39,998.05 | $ (21,741.50) |
| | | | | | | | Net Change: | $ 18,256.55 | |
| | | | | | | | Current Contract Amount: | $ 181,746.88 | |
| | | | | | | | Revised Contract Amount: | $ 200,003.43 | |

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Easement to Consumers Energy for Electric Service to Blackstone Apartments.

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**Recommendation:**

Approval of an easement for electric facilities to Consumers Energy to service the Blackstone Apartments and authorization for the Mayor to sign the easement.

Attached is a report from Jon Dowling, City Engineer regarding the referenced easement.

I recommend approval. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** Jon Dowling, Engineer

**DATE:** July 16, 2024

**RECOMMENDATION:** Approval of an easement for electric facilities to Consumers Energy to service the Blackstone Apartments and authorization for the Mayor to sign the easement.

---

## ISSUE STATEMENT

The parcel located on the east side of North Blackstone Street between Pearl Street and Louis Glick Highway is currently being developed for multi-family housing by Blackstone Limited Dividend Housing Association LLC of West Chester, Ohio. Between the new building, associated parking and access drive, water and sewer service lines and underground stormwater management system, there is limited space on the Blackstone Apartments parcel for the installation of electrical equipment to serve the new building.

The developer's team has worked with staff from Consumers Energy and City of Jackson Engineering to identify a 12-foot by 12-foot area located in the southwest corner of the City-owned Parking Lot 20 property as a location for Consumers Energy to install equipment necessary to provide electric service to the Blackstone Apartments. The granting of an easement at this location will allow the Blackstone Apartments development to proceed and will have minimal impact on the City's use and operation of Parking Lot 20.

## DESCRIBE THE CONSEQUENCES

- If the City of Jackson grants the requested easements, construction of the Blackstone Apartments will proceed as planned.
- If the City of Jackson does not grant the requested easements, the developer and Consumers Energy will have to generate an alternate plan to provide electric service to the Blackstone Apartments. An alternate plan may result in delays and will likely result in additional costs to the developer.

## OWNERSHIP

Engineering assists Community Development in facilitating critical utility services for land development projects. Engineering is also responsible for the operation of the City's downtown

public parking lots. Therefore, Engineering is familiar with both aspects of this easement request and able to recommend approval so that downtown development proceeds.

## SOLUTION

The approval of the easement grant request will allow Consumers Energy to most efficiently provide electric service to the Blackstone Apartments building.

## FACILITATE IMPLEMENTATION

Approval of an easement for electric facilities to Consumers Energy to service the Blackstone Apartments and authorization for the Mayor to sign the easement.

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ATTACHMENTS

1. Engineering Easement to Consumers att

# EASEMENT FOR ELECTRIC FACILITIES

SAP# 1070372495
Design# 43051064
Agreement# MI00000078169

THE CITY OF JACKSON, MICHIGAN, a Michigan municipal corporation, whose address is 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "Owner")

for $1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)*] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Jackson, County of Jackson, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the West edge of Owner's Land, in which event the Easement Area shall include a 12-foot-wide strip of land, being 6 feet on each side of each such lateral line.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: THE CITY OF JACKSON, MICHIGAN, a Michigan municipal corporation

_____
Signature

By: _____
Print name

Its: _____
Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by _____, _____ of The City of Jackson, Michigan, a
Date Name Title

Michigan municipal corporation, on behalf of the corporation.

_____
Notary Public

_____
Print Name

_____ County, _____

Acting in _____ County

My Commission expires: _____

**PROPERTY OWNERS MAIL SIGNED EASEMENT TO:**
Justin Latimer
Consumers Energy Company
1955 W. Parnall Road, JSC 113-8
Jackson, MI 49201
ROW Manager: Michael Loper

Prepared By:
Nicole Corts 06/14/2024, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE ONLY**
Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Jackson, County of Jackson, State of Michigan:

Lots 5, 6, 7, 8, 9, 10, 11, Block 2 North, Range 1 West, in said Blackman's Addition, being in the Southeast 1/4 of Section 34, Town 2 South, Range 1 West, according to the recorded plat thereof, Jackson County Records. Said lots being bounded on the North by Glock Memorial Highway (formerly Clinton Street), on the South by Pearl Street, on the East by the first alley West of Jackson Street and on the West by Blackstone Street.

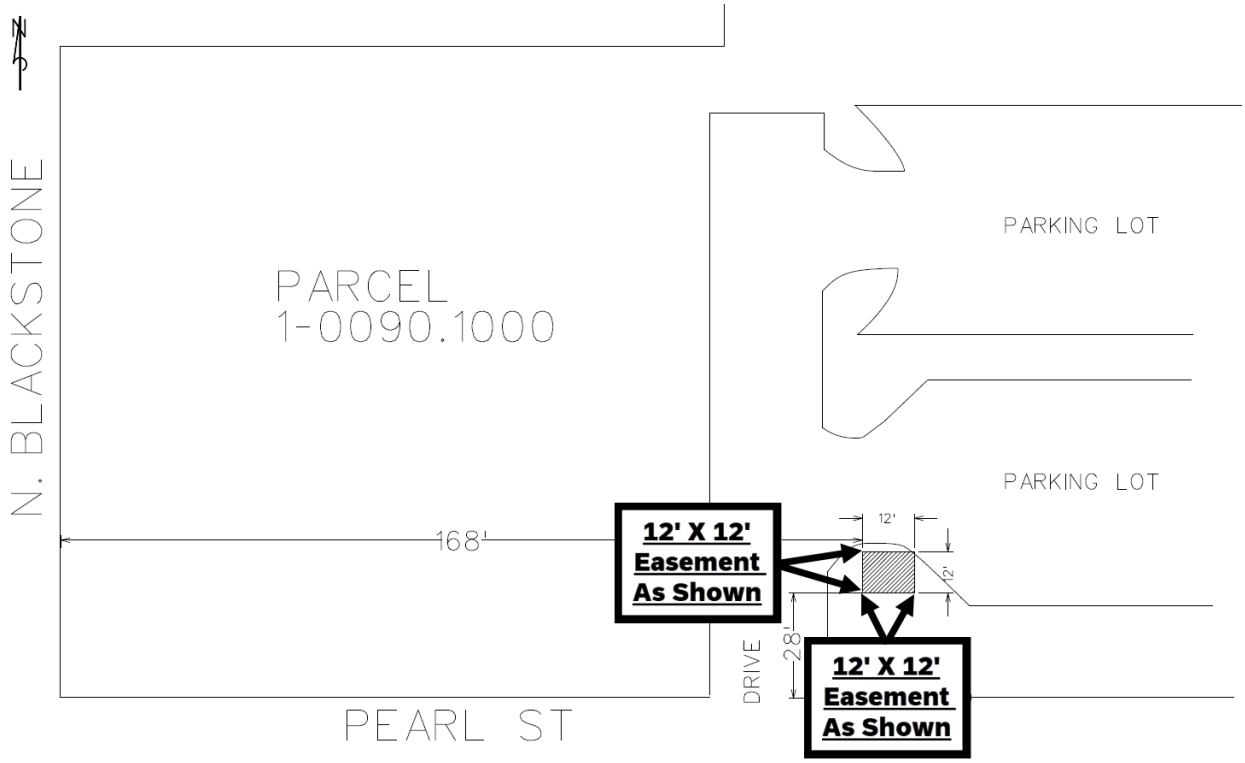
Also known as: 221 West Louis Glick Highway, Jackson, Michigan 49201

Parcel ID: 1-0090.1000

EXHIBIT B

Easement Area

12.00 foot by 12.00 foot Easement as shown.



JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** CWSRF Chage Order No. 6. Allied Contract

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**Recommendation:**

Approve Change Order No. 6 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $59,039 and authorize the City Manager and Director of Public Works to execute the appropriate documents.

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

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

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve Change Order No. 6 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $59,039, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

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## ISSUE STATEMENT

The project work includes replacing equipment and refurbishing Primary Clarifier Tanks 1–6 and 13; and replacing the aeration blowers, and the unit substations that provide all the electrical power distribution at the Wastewater Treatment Plant. Since being awarded the contract and starting work onsite, Allied Mechanical Services, Inc. has continually communicated field findings and issues with Fishbeck for review and concurrence. The items comprising this change order represent changes or additional work, labor, and materials in the project scope which Fishbeck finds warranted.

A new strainer control panel, which was replaced under Change Order No. 2 as part of the insurance claim for the WWTP. To coordinate with the separate SCADA improvements project, this new strainer control panel needs additional wiring connections to the SCADA panel AEPP, to optimize plant operations. This additional change would not be part of the insurance claim (being an upgrade from the reimbursable in-kind replacement) and is not part of the CWSRF loan eligible portion of the work.

The sludge pumps require additional pressure transducers to allow monitoring by plant staff. The contractor investigated the condition of the underground conduits connecting Unit Substation 4 and attempted to clear the conduits in an effort to reuse them. Changes to the Primary Clarifiers 1–6 drive sensors were needed to provide appropriate alarms. Aeration valves at the seven aeration tanks require disconnects to be provided for safe operation and maintenance. Additional buried conduits and wiring serving Primary Clarifier 13 were found to be crumbling and need to be replaced.

## DESCRIBE THE CONSEQUENCES

If the various issues are not addressed by this change order, many different aspects of the reliability of the wastewater treatment plant would be impacted, some more seriously than others. The plant staff's ability to monitor and control certain service water and sludge handling pumps would be compromised. Alarms would be disabled and unable to shut down and protect critical clarifier drives. Treatment reliability would be compromised by requiring an entire aeration train to be taken offline for the time required to maintain or replace a single valve – which could cripple half the plant if a part is not available. And one of the large primary clarifiers being rehabilitated would not have power to operate, impacting critical treatment capacity of the plant.

## OWNERSHIP

In the fall of 2022, Allied Mechanical Services, Inc. was awarded the Wastewater Treatment Plant CWSRF 2022 Improvements project at a contract price of $11,030,000. Since beginning the work, the contractor has identified various issues based on existing conditions that need to be addressed to complete the overall project. In addition to the issues addressed in Change Order Nos. 1 through 5, this change order will address additional work needed for electrical conduit, wiring, disconnects, controls, and instrumentation to serve various equipment. To proceed with these changes to the existing contract, the change order to modify the contract price requires the approval of the City Council.

## SOLUTION

Most of this change order for the Wastewater Treatment Plant CWSRF 2022 Improvements Contract will be funded using the CWSRF loan contingency, which includes 20% in principal forgiveness. The amount related to the strainer control panel will be paid for out of sewer funds.

## FACILITATE IMPLEMENTATION

Approve Change Order No. 6 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $59,039 and authorize the City Manager and Director of Public Works to execute the appropriate documents.

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ATTACHMENTS

1. Change Order no. 6
2. Change Order 6 WWTP CWSRF 2022 Improvements_signature page

CHANGE ORDER
PAGE 1 OF 2

| | |
|---|---|
| CONTRACT FOR: | WWTP CWSRF 2022 Improvements |
| OWNER: | City of Jackson<br>161 West Michigan Avenue<br>Jackson, MI 49201 |
| CONTRACTOR: | Allied Mechanical Services, Inc.<br>3860 Roger B Chaffee Memorial Drive, SE<br>Grand Rapids, MI 49548 |
| ENGINEER: | Fishbeck<br>39500 MacKenzie Drive, Suite 100<br>Novi, MI 48377 |
| ATTACHMENTS: | Specification Section 40 90 00 (reissued)<br>Proposals from AMS |

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

A. Incorporate revisions to Division 40 Section “Instrumentation and Control for Process Systems:”
See attached section for revisions to Functional Intent, clarifying operational programming for primary sludge system.

NO COST

B. Incorporate Change Request Proposal dated November 14, 2023:
Proposal regarding “Backwash Strainer Control Points” dated November 14, 2023, is approved to connect the new Strainer CP to the SCADA panel AEPP. This is an upgrade related to, but not reimbursed by, the WWTP insurance claim.

ADD: $4,939.00

C. Incorporate Change Request Proposal dated May 9, 2024:
Proposal regarding “RFI #99 Sludge Pumps 4-20MA Pressure Transducers. Rev. 1” dated May 9, 2024, is approved to provide three pressure transducers to monitor the primary sludge pumps.

ADD: $2,047.00

D. Incorporate Change Request Proposal dated June 10, 2024:
Proposal regarding “RFI #107 Conduit Investigation” dated June 10, 2024, is approved for efforts to investigate and attempt to clear and reuse the existing conduit for the new Unit Substation 4 cables.

ADD: $6,794.00

E. Incorporate Change Request Proposal dated June 12, 2024:
Proposal regarding “RFI #112 Clarifier High Torque Alarm/Shutdown” dated June 12, 2024, is approved to provide instrumentation and wiring for proper protective alarms and shutdown for Primary Clarifiers 1–6.

ADD: $4,686.00

F. Incorporate Change Request Proposal dated June 20, 2024:
Proposal regarding “RFI #110 Aeration Control and Blower Inlet Valves Disconnects” dated June 20, 2024, is approved to provide electrical disconnects for the seven aeration control valves.

ADD: $22,589.00

G. Incorporate Change Request Proposal dated July 2, 2024:
Proposal regarding “RFI #115 Clarifier 13 Conduit & Wire Replacement Rev.1” dated July 2, 2024, is approved to replace degraded underground conduit and wiring and associated sidewalk.

ADD: $17,984.00

CHANGE ORDER
PAGE 2 OF 2

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price:<br><br>$11,030,000.00 | Original Contract time:<br>Substantial Completion: March 1, 2024<br>Ready for final payment: April 30, 2024 |
| Previous Change Order Nos.: 1–5<br>$1,046,001.00 | Net increase from previous Change Orders:<br>426 Days |
| Contract Price prior to this Change Order:<br><br>$12,076,001.00 | Contract Time prior to this Change Order:<br>Substantial Completion: May 1, 2025<br>Ready for final payment: June 30, 2025 |
| Net increase of this Change Order:<br>$59,039.00 | Net change of this Change Order:<br>0 Days |
| Contract Price with all approved Change Orders:<br><br>$12,135,040.00 | Contract Time with all approved Change Orders:<br>Substantial Completion: May 1, 2025<br>Ready for final payment: June 30, 2025 |

RECOMMENDED

By: _____
Engineer

Erin H. Szczegielniak, PE,
Project Manager
Name and Title of Signatory

Date: July 3, 2024

END OF CHANGE ORDER

# SECTION 40 90 00 – INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Division 01 Section “Alternates.”

### 1.2 SUMMARY

A. This Section includes, but is not necessarily limited to, the furnishing and installation of the Wastewater Treatment Plant (Plant) process control and instrumentation system comprised of the major items listed below, as indicated on the Drawings, as specified herein, and as necessary for the proper and complete performance of the Work:
   1. Control panels.
   2. Field instruments.
   3. SCADA screens.
   4. Spare parts.

### 1.3 GENERAL REQUIREMENTS

A. System Overview:
   1. Design is based on installing Owner furnished control panels (PPP and AEPP) and using the Owner’s existing SCADA system and control panels (NP-1, BPPHPP, and AWPP). All existing control panel signals (analog, discrete, etc.) to remain unless indicated otherwise herein or on the Drawings. All existing operator interface screens (Wonderware) to be updated as required to display and control new processes. Existing process screens shall be updated as required.
   2. New fiber optic cabling shall be installed between existing panel NP-1 located in the Power House, control panel PPP in the Primary Sludge Building, and control panel AEPP in the East Aeration Building. This fiber optic cabling shall be used to extend SCADA network at Plant to control panels or remote I/O racks in building indicated. This network shall be the primary communication method to control and monitor processes. New equipment shall be installed as indicated herein and on the Drawings.
   3. Contractor shall conduct field investigations as required to determine existing conditions, existing programming, all wiring details, additional I/O requirements, signal ranges, units and calibration requirements.
   4. It is the Contractor’s responsibility to update Owner’s control panel as-built/record drawings to indicate new connections to field devices and network connections. Owner will provide as-built documents for Contractor’s use.
   5. Programming of PLCs and Wonderware screens to be performed by Owner’s preferred systems integrator under a different contract.

B. Provide all components and labor necessary, as indicated on Drawings, and as required to achieve functional intent as described in this Section. Some components (i.e., power supplies, terminal strips, etc.) may not be specifically itemized.

C. Provide components which are compatible with process equipment.

D. Functionally similar components shall be products of a single Manufacturer.

E. Installation of new systems and equipment shall be sequenced and coordinated to minimize disruptions to Owner’s normal operations.

1.4 SUBMITTALS

A. Itemized Listings:
   1. Description of deviations from the requirements of this Section.
   2. Re-submittals shall contain response(s) to each comment made by Engineer. Re-submittals that do not contain response(s) will be returned and will be subject to re-review compensation.

B. Shop Drawings:
   1. Shop Drawing submittal schedule listing Shop Drawings to be submitted with estimated time frame of submittal relative to other project milestones (e.g., programming development, factory test, performance demonstration, project closeout).
   2. General: Shop Drawing submittal material shall be project specific.
   3. For all process control and instrumentation equipment, to include:
      a. Manufacturer's name and model number.
      b. Equipment descriptions.
      c. Product data sheet(s).
      d. Standard drawings and illustrations.
      e. Dimensions.
      f. Materials of construction.
      g. Details of construction and installation.
      h. Detailed system schematic.
      i. Project specific wiring diagrams, clearly indicating all field wiring requirements.
      j. Spare parts list.
   4. For all systems with control panels, to include:
      a. Control panel wiring diagrams:
         1) Shall clearly differentiate between internal and field wiring.
         2) Shall indicate loop wiring numbers for all devices.
         3) Analog loop diagrams shall indicate instrument range in engineering units.
      b. Where modifications are required to existing control panels, existing control panel wiring shall be field verified and existing wiring shall be depicted in Shop Drawings to the extent required to fully indicate the extent of the modifications and to indicate the integration of the existing and new equipment.
      c. Owner will provide as-built panel drawings for new and existing panels for Contractor to mark up with new and/or removed connections.

C. Operation and Maintenance Manuals:
   1. General:
      a. Table of contents.
      b. Subdivided (tabbed) into separate sections that cover separate equipment or grouping of equipment.
      c. Each site shall be uniquely tabbed. Manuals for each site shall be repeated as required so that remote site material can be separated and stand alone.
      d. Provide 1 electronic copy (CD-ROM) per hard copy, of the overall O&M Manual that includes information for all sites. Owner shall be permitted to make copies of CD-ROM without restriction.
   2. For all process control equipment, to include:
      a. Equipment function, normal operating characteristics and limiting conditions.
      b. Assembly, installation, alignment, adjustment and checking instructions.
      c. Operating instructions for start-up, routine and normal operating, regulation and control, and shutdown and emergency conditions.
      d. Lubrication and maintenance instructions.
      e. Guide to "troubleshooting."
      f. Parts lists and predicated life of parts subject to maintenance replacement.
      g. Outline, cross-sections, assembly drawings, engineering data and wiring diagrams.
      h. Test data and performance curves.

1.5 QUALITY ASSURANCE

A. Fabrication and Installation Personnel Qualifications:
   1. Trained and experienced in fabrication and installation of materials and equipment.
   2. Knowledgeable of the design and reviewed Shop Drawings.

B. Manufacturer's Services:
   1. Submit Manufacturer's sworn statement that equipment furnished complies with this Specification and Manufacturer's engineer's written approval of installation.
   2. Provide Manufacturer's field service as specified herein.

C. All materials, installation and testing shall be in accordance with ISA Standards and Recommended Practice.

D. Contractor shall conduct field investigations as required to verify existing conditions, I/O, programming, wiring requirements, instrument ranges/calibration and signal types.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver all materials in original, unbroken, brand marked containers or wrapping as applicable.

B. Handle and store materials in a manner which will prevent deterioration or damage, contamination with foreign matter, damage by weather or elements, and in accordance with Manufacturer's directions.

C. Store materials indoors in a controlled environment with low moisture content. Do not store outdoors.

D. Reject damaged, deteriorated or contaminated materials and immediately remove from Site. Replace rejected materials with new materials at no additional cost to Owner.

1.7 FUNCTIONAL INTENT

A. General:
   1. All systems shall be controlled in accordance with the following description, as indicated on the Drawings and herein specified.
   2. Contractor shall provide all devices, controls, panels, wiring and miscellaneous items required to achieve the specified functional intent whether specifically itemized on the Drawings or not.
   3. Contractor shall inspect existing conditions to determine exact materials and work required to interface new control system components with existing equipment.
   4. Coordinate with applicable related trades to incorporate equipment specific parameters in programming as necessary to meet specified performance.
   5. Coordinate calibration and tuning of all equipment (including pumps, valves and existing equipment being incorporated into the control system), control components, programming and control loops to provide a complete system and achieve specified system performance.

B. Basic Functionality:
   1. The functional intent is provided as an aid to the Contractor to describe the minimum functionality and interoperability of components required for the system to operate properly. Systems integrator to provide programming that meets the requirements below and matches Owner's existing standards.
   2. Interlock conditions shall be indicated via pop-up messages when an attempt is made to start respective equipment, e.g., "Pump locked out due to high tank level," "Pump out of service due to fault condition," etc. Messages shall remain active on screen until condition clears or is acknowledged by an operator.
   3. Inputs for referenced settings, i.e., alarm settings, pump control settings, timers, time delays, etc., shall be operator adjustable without reprogramming.
   4. Failure alarms shall be provided for all equipment controlled via control system. Failure shall include:
      a. Equipment not running when called to run after a suitable time period.
      b. Equipment running when not called to run after a suitable time period.
      c. Valves not opening or closing when commanded, after a suitable time period.
   5. Equipment that is not in REMOTE mode shall not be called to operate.
   6. Equipment that is not in REMOTE mode shall not be allowed to be selected for a LEAD/LAG1/LAG2 sequence position. An "Equipment Not in Remote" alarm shall be generated if the REMOTE mode is de-selected and the equipment has not been selected to be "Out-of-Service."
   7. Variable frequency drive control via the control system shall include low and high speed limit setpoints for each unit, for each mode.
   8. Provide adjustable time delays to avoid:
      a. Nuisance alarms.
      b. Unintended equipment operation.
      c. Simultaneous start/restart of equipment.

9. Where equipment is being controlled based on an analog signal, an over-range or under-range condition shall:
   a. Generate an equipment failure alarm.
   b. Initiate logic which will cause control system to safely shut down or control equipment in the safest way possible.
10. Inputs and outputs from similar equipment shall be distributed across multiple I/O modules in the same control panel to minimize the effect of a single point of failure of an I/O module. I/O modules shall be distributed across multiple chassis, where applicable.
11. Inputs(Outputs) from(to) a piece of equipment shall not "straddle" I/O modules. I/O shall be arranged so that the failure of a single I/O module shall not cause unexpected or incomplete equipment operation.
12. Where existing equipment or I/O is not to be removed/demolished and is to remain as "spare", provide label and prepare equipment for future use.

C. Typical Equipment Control: Minimum functionality for equipment.
   1. Fixed Speed Motor Starter Equipment Control:
      a. Each motor starter shall have:
         1) LOCAL-OFF-REMOTE (LOR) selector switch for control mode selection.
         2) START and STOP push buttons for local control.
         3) RUNNING pilot light for local indication.
      b. The following signals shall be sent to SCADA:
         1) IN REMOTE; for indication and alarm.
         2) RUNNING; for indication, alarm, event logging and runtime totalization.
      c. Operation of equipment shall be as follows:
         1) Local Mode (LOCAL):
            a) The equipment shall be controlled manually from its respective starter when the LOR switch is placed in the LOCAL and OFF positions. Refer to the equipment starter wiring diagram for operation in LOCAL mode.
            b) When equipment is not in REMOTE, "LOCAL" shall be displayed adjacent to the appropriate equipment symbol on the computer screen.
         2) Remote Mode (REMOTE):
            a) The equipment shall be controlled by the SCADA system when the LOR switch is placed in the REMOTE position.
            b) When equipment is in REMOTE, "REMOTE" shall be displayed adjacent to the appropriate symbol on the computer screen.
            c) Operation in REMOTE mode shall be as follows:
               (1) In REMOTE MANUAL mode under SCADA control, it shall be possible to initiate equipment startup or shutdown from a SCADA screen.
                  (a) A START-STOP control faceplate shall be available on the computer screen only when the selected equipment is in REMOTE MANUAL.
                  (b) When equipment is in REMOTE MANUAL, "MANUAL" shall be displayed adjacent to the appropriate symbol on the computer screen.
               (2) In REMOTE AUTO mode under SCADA control, equipment shall be started and stopped automatically by SCADA.
                  (a) AUTO control shall be based on Functional Intent description.
                  (b) When equipment is in REMOTE AUTO, "AUTO" shall be displayed adjacent to the appropriate symbol on the computer screen.
   2. Typical OPEN/CLOSE Valve Control:
      a. Each valve shall have:
         1) LOCAL-OFF-REMOTE (LOR) selector switch for local control mode selection.
         2) OPEN and CLOSE selection for local control.
         3) OPENED and CLOSED pilot light for local indication.
      b. The following signals shall be sent to SCADA:
         1) IN REMOTE; for indication and alarm.
         2) OPENED and CLOSED; for indication, alarm, and event logging.
      c. Operation of equipment shall be as follows:
         1) Local Mode (LOCAL):
            a) The equipment shall be controlled manually from its respective valve actuator when the LOR switch is placed in the LOCAL and OFF positions. Refer to the actuator wiring diagram for operation in LOCAL mode.
            b) When equipment is not in REMOTE, "LOCAL" shall be displayed adjacent to the appropriate equipment symbol on the computer screen.
         2) Remote Mode (REMOTE):
            a) The valve shall be controlled by the SCADA system when the LOR switch is placed in the REMOTE position.

b) When valve is in REMOTE, “REMOTE” shall be displayed adjacent to the appropriate symbol on the computer screen.
c) Operation in REMOTE mode shall be as follows:
(1) In REMOTE MANUAL mode under SCADA control, it shall be possible to open and close the valve from a SCADA screen.
(a) An OPEN-CLOSE control faceplate shall be available on the computer screen only when the selected valve is in REMOTE MANUAL.
(b) When equipment is in REMOTE MANUAL, “MANUAL” shall be displayed adjacent to the appropriate symbol on the computer screen.
(2) In REMOTE AUTO mode under SCADA control, valve shall be opened and closed automatically by SCADA.
(a) AUTO control shall be based on Functional Intent description.
(b) When equipment is in REMOTE AUTO, “AUTO” shall be displayed adjacent to the appropriate symbol on the computer screen.

3. Typical Positioning/Flow Control/Modulating Valve Control:
a. Each valve shall have:
1) LOCAL-OFF-REMOTE (LOR) selector switch for local control mode selection.
2) Positioning selection for local control.
3) Local position indication.
b. The following signals shall be sent to SCADA:
1) IN REMOTE; for indication and alarm.
2) Position (0-100%); for indication, and logging/trending.
c. Operation of equipment shall be as follows:
1) Local Mode (LOCAL):
a) The equipment shall be controlled manually from its respective valve actuator when the LOR switch is placed in the LOCAL and OFF positions. Refer to the actuator wiring diagram for operation in LOCAL mode.
b) When equipment is not in REMOTE, “LOCAL” shall be displayed adjacent to the appropriate equipment symbol on the computer screen.
2) Remote Mode (REMOTE):
a) The valve shall be controlled by the SCADA system when the LOR switch is placed in the REMOTE position.
b) When valve is in REMOTE, “REMOTE” shall be displayed adjacent to the appropriate symbol on the computer screen.
c) Operation in REMOTE mode shall be as follows:
(1) In REMOTE MANUAL mode under SCADA control, it shall be possible to position the valve from a SCADA screen by inputting valve position (0-100%).
(a) A position control faceplate shall be available on the computer screen only when the selected valve is in REMOTE MANUAL.
(b) When equipment is in REMOTE MANUAL, “MANUAL” shall be displayed adjacent to the appropriate symbol on the computer screen.
(2) In REMOTE AUTO mode under SCADA control, valve shall be positioned automatically by SCADA.
(a) AUTO control shall be based on Functional Intent description.
(b) When equipment is in REMOTE AUTO, “AUTO” shall be displayed adjacent to the appropriate symbol on the computer screen.

D. Primary Sludge/Scum System:
1. Overview:
a. New control panel (PPP, furnished by Owner) to be installed to provide primary clarifier and primary sludge/scum pump process monitoring and control.
b. Existing control panel for primary sludge/scum pump system shall be replaced by PPP.
c. Primary clarifier drives, primary sludge pumps, grinder, and sludge valves shall be able to be manually operated in the event that the PPP PLC fails.
2. General:
a. Primary Clarifiers:
1) There are three pairs of primary clarifier tanks (1 and 2, 3 and 4, and 5 and 6).
a) Each pair of tanks has a common drive (CD1, CD2, and CD3).
b) There is one sludge valve for each tank (Valves 101, 102, 103, 104, 105, and 106).
2) During normal operation, primary sludge from the primary clarifier tanks collects in each tank’s sludge hopper and is drawn out through each tank’s sludge valve by the primary sludge pumps.
b. The new primary sludge/scum pumps (PSP1, PSP2, and PSP3) shall operate to pump primary sludge from Primary Clarifiers 1 through 6 or to pump primary scum out of the Primary Scum Wet Well.

c. Primary scum removal is controlled by wet well level measurement (LE150).
d. Selection of which pump is drawing from which location shall be at PPP or at main operators control station.

~~3.~~1. ~~PSP1, PSP2, and PSP3 shall be wired to PPP and SCADA for control, indication, logging/trending and alarm.~~

~~4.~~3. Primary Scum Control:
a. General:
1) Scum is removed from the rectangular clarifiers and collects in the scum well and is drawn out by the scum pump (PSP3).
~~a.~~b. Scum Wet Well Level Monitoring:
1) Level within the Primary Scum Wet Well will be monitored by a top mounted level transducer (LE/LIT150). LE/LIT150 shall be wired to PPP and SCADA for control, indication, logging/trending and alarm.
2) Level within the Primary Scum Wet Well will be monitored by high level float switch (LSH150) and low level float switch (LSL150) as backup to the level transducer. LSH150 and LSL150~~35~~ shall be wired to PPP and SCADA for alarm.
a) Backup floats shall be set at the following elevations:
(1) High Level Alarm (LSH150): 906.00
(2) Low Level Alarm (LSL150): 902.00
c. Scum Removal Operation:
1) In AUTO-SCUM mode, the pump will be controlled by the PLC as follows:
a) The pump shall utilize wet well level transmitter (LE/LIT150) and control system to remove scum from the wet well.
(1) The AUTO-SCUM mode sequence shall not initiate if the AUTO-SLUDGE mode sequence is in progress.
(2) Setpoint levels shall be user adjustable with the following initial setpoint values:
(a) High Level Alarm: 905.00
(b) Pump ON: 904.75
(c) Pump OFF: 902.50
(d) Low Level Alarm: 902.25
(3) The scum pump shall start when level rises above the Pump On setpoint.
(4) The scum pump will stop at the Pump Off setpoint level.
(5) All setpoints shall be operator adjustable via the user interface.

~~5. Primary Clarifier Control:~~
~~a. It shall be possible to place each pair of primary clarifiers (1 and 2, 3 and 4, or 5 and 6) Online, Offline, or in Sludge Removal Mode.~~
~~1) A primary clarifier pair is Online when its common drive (CD1, CD2, or CD3) is ON and the two sludge valves are closed.~~
~~2) A primary clarifier pair is Offline when its common drive is OFF and two sludge valves are closed.~~
~~3) See Primary Sludge Control for Sludge Removal Mode.~~

~~6.~~4. Primary Sludge Control:
a. General:
1) Primary sludge must be removed and withdrawn from the primary clarifier tanks' sludge hoppers on regular intervals, and drawn through the grinder, by the primary sludge pumps.
2) Selection of which primary clarifier is being drawn from at a given time is controlled through the use of electrically actuated valves located in Primary Clarifiers 1 through 6 (Valves 101, 102, 103, 104, 105, and 106).
b. Flow Monitoring:
1) FE/FIT140 shall monitor and transmit primary sludge flow rate via a flow proportional 4-20 mAdc signal to PPP and SCADA for control, indication, totalization, logging, and trending.
c. Sludge Wet Well Level Monitoring:
1) There are no provisions to pump sludge from the Primary Sludge Wet Well.
2) Level within the Primary Sludge Wet Well will be monitored by high level float switch (LSH120). LSH120 shall be wired to PPP and SCADA for alarm.
a) Float shall be set at the following elevation:
(1) High Level Alarm (LSH120): 901.00

~~b.~~d. Sludge Removal Operation:

1) The overall system for Clarifiers 1 through 6 shall have a control faceplate available on SCADA to allow AUTO or MANUAL Sludge Removal Mode selection.
   a) In MANUAL:
      (1) A START push button on the control faceplate shall initiate a sludge removal cycle for all available clarifiers in sequential order.
      (2) The initial order of sludge removal for clarifiers shall be user adjustable via the user interface.
         (a) Default: 1, 2, 3, 4, 5, 6.
      (3) Prior to the start of a cycle, the control system shall determine if the clarifier drive is required to run.
         (a) If the clarifier drive is running and has been running for the user adjustable drive run time, then the cycle shall start.
         (b) If the clarifier drive is not running, the clarifier drive will be called to start and run for the user adjustable drive run time. The cycle shall not start until the drive run time has elapsed.
      (4) During a sludge removal cycle, the pumps, grinder, and sludge valve will be controlled by the PLC as follows:
         (a) The sludge valve shall open when a cycle is initiated via the control system.
         (b) Once the sludge valve hits the open limit switch, the grinder will start.
         (c) Once the grinder starts, the Lead pump will start.
         (d) The Lead pump will stop when the pump run time has elapsed.
         (e) The grinder will stop after the Lead pump is stopped.
         (f) The sludge valve will close after the grinder is stopped.
   b) In AUTO:
      (1) AUTO shall have all the functionality of MANUAL with the following additional functional intent.
      (2) Subsequent cycles shall initiate independently for each clarifier based on a user selected number of cycles per day (24-hour period).
      (3) The number of sludge removal cycles per day (24-hour period) shall be operator adjustable via the user interface:
         (a) User selectable between 4 cycles and 24 cycles.
         (b) Default: 24.
      (4) Time remaining until next cycle shall be calculated by the control system and displayed for each clarifier.
      (5) When the time remaining until next cycle reaches the clarifier drive run time setpoint, the clarifier drive shall be called to start.
      (6) A sludge removal cycle shall not initiate if the sludge removal cycle is in progress for another clarifier. The sludge removal cycle shall be queued and shall initiate after completion of the sludge removal cycle that is in progress and any sludge removal cycles that are ahead in the queue.
2) Each individual clarifier shall have a control faceplate available on SCADA to indicate Sludge Removal Mode status and allow user adjustment of pump run time.
   a) A START push button on the control faceplate shall initiate a sludge removal cycle for the selected clarifier. Manual start of a sludge removal cycle shall reset the time until the next cycle.
   b) A STOP push button on the control faceplate shall immediately end the cycle for the selected clarifier and reset the time until the next cycle.
   c) The duration of sludge pump run time shall be operator adjustable via the user interface:
      (1) User selectable between 0 and 45 minutes.
      (2) Default: 7 minutes.
      (3) Cannot exceed the duration of the sludge removal cycle.
3) OFFLINE Clarifiers:
   a) A primary clarifier is offline when its common drive is OFF or its sludge valve is closed in LOCAL or REMOTE-MANUAL. Primary clarifiers that are offline shall not be called to start in AUTO or MANUAL sludge removal mode.
   b) Sludge removal cycle shall not initiate for a clarifier if that clarifier is offline and OFF shall be displayed on the user interface.

e. Primary Clarifier Drives (CD1, CD2, CD3):
1) CD1, CD2, and CD3 shall be wired to PPP and SCADA for control, indication, logging/trending and alarm.
2) Each drive motor starter (MCC mounted) shall be equipped with:
a) LOCAL-OFF-REMOTE (LOR) selector switch for control mode selection.
b) START and STOP push button for local control.
c) RUNNING pilot light for local indication.
d) FAULT pilot light for local indication.
3) The following signals shall be sent to SCADA:
a) IN REMOTE for indication and alarm (dry contact).
b) RUNNING for indication, alarm, event logging, and runtime totalization (dry contact).
c) STOPPED for indication, alarm, event logging, and runtime totalization (dry contact).
d) FAULT for indication, alarm, event logging, and runtime totalization (dry contact).
4) LOCAL Mode:
a) Pumps shall be controlled manually at motor starter when LOR switch is placed in LOCAL and OFF positions. Refer to drive wiring diagram for operation in LOCAL mode.
5) REMOTE Mode:
a) In REMOTE-MANUAL:
(1) A drive shall be operated manually from the SCADA operator interface terminal or PPP human machine interface (HMI).
(2) A START-STOP control faceplate shall be available on either screen to allow for starting and stopping.
b) In REMOTE-AUTO:
(1) SCADA shall automatically start and stop drive(s). Drives shall be called to run for a set time before the start of the sludge removal cycle and shall continue to run for the duration of the sludge removal cycle.
(a) CD1 shall be called to start before the Sludge Removal Cycle for Primary Clarifiers 1 and 2.
(b) CD2 shall be called to start before the Sludge Removal Cycle for Primary Clarifiers 3 and 4.
(c) CD3 shall be called to start before the Sludge Removal Cycle for Primary Clarifiers 5 and 6.
(2) Drive runtime setpoint shall be operator adjustable from PPP or from SCADA.
(a) User selectable between 15 minutes and 90 minutes.
(b) Default: 30 minutes.
(3) Runtime remaining shall be displayed by the SCADA system.

~~c.~~f. ~~Pump Control~~Primary Sludge Pumps (PSP1, PSP2, PSP3):
1) PSP1, PSP2, and PSP3 shall be wired to PPP and SCADA for control, indication, logging/trending and alarm.
~~1)~~2) Each pump motor starter (MCC mounted) shall be equipped with:
a) LOCAL-OFF-REMOTE (LOR) selector switch for control mode selection.
b) START and STOP push button for local control.
c) RUNNING pilot light for local indication.
d) FAULT pilot light for local indication.
~~2)~~3) The following signals shall be sent to SCADA:
a) IN REMOTE for indication and alarm (dry contact).
b) RUNNING for indication, alarm, event logging, and runtime totalization (dry contact).
c) PUMP TEMPERATURE for indication and alarm (dry contact).
d) PUMP PRESSURE for indication and alarm (dry contact).
e) STOPPED for indication, alarm, event logging, and runtime totalization (dry contact).
f) FAULT for indication, alarm, event logging, and runtime totalization (dry contact).
~~3)~~4) LOCAL Mode:
a) Pumps shall be controlled manually at motor starter when LOR switch is placed in LOCAL and OFF positions. Refer to pump wiring diagram for operation in LOCAL mode.
~~4)~~5) REMOTE Mode:
a) In REMOTE-MANUAL:
(1) A pump shall be operated manually from the SCADA operator interface terminal or PPP human machine interface (HMI).

(2) A START-STOP control faceplate shall be available on either screen to allow for starting and stopping.

b) In REMOTE-AUTO:

(1) In REMOTE-AUTO mode, SCADA shall automatically start and stop pump(s).

(2) A control faceplate shall be available on SCADA and PPP HMI screens for selection of SLUDGE and SCUM control methods.

(3) In REMOTE-AUTO-SLUDGE mode:~~, if more than one pump is selected, the pumps shall be alternated automatically between Duty and Standby. Duty pump shall be called to run according to the Sludge Removal Sequence.~~

(a) If more than one pump is selected, the pumps shall operate in a LEAD-STANDBY rotation.

(b) The status of each pump in the rotation shall adjust after each start of the Lead pump where the Lead pump will become the Standby pump and Standby pump will become the Lead pump.

(c) If the Lead pump is not available, then the Standby pump will become the Lead pump.

(d) Duty pump shall be called to run according to the Sludge Removal Sequence.

(e) A maximum of one pump shall be allowed to run simultaneously.

~~(3)~~(4) In REMOTE-AUTO-SCUM mode, the pump shall be started and stopped based on on-level and off-level setpoints according to Primary Scum Control. ~~Setpoints shall be operator adjustable from PPP or from SCADA.~~

~~c) Runtime remaining or level remaining shall be displayed by the SCADA system.~~

~~d.~~g. Primary Sludge Valves:

1) Valves 101. 102, 103, 104, 105, and 106 shall be wired to PPP and SCADA for control and indication.

2) Valve control:

a) Each valve shall be equipped with the following located at the valve actuator:

(1) LOCAL-OFF-REMOTE (LOR) selector switch.

(2) OPEN and CLOSE selector switch.

(3) OPENED and CLOSED indication.

b) The following valve information shall be sent to SCADA:

(1) IN REMOTE for indication and alarm (dry contact).

(2) OPENED for indication and alarm (dry contact).

(3) CLOSED for indication and alarm (dry contact).

c) LOCAL mode:

(1) Valve shall be controlled locally at valve actuator when LOR is placed in LOCAL.

d) REMOTE mode:

(1) In REMOTE-MANUAL mode:

(a) Valve shall be operated manually from the SCADA operator interface terminal or PPP HMI.

(b) An OPEN-CLOSE control faceplate shall be available on either screen to allow for opening and closing.

(2) In REMOTE-AUTO mode;

~~(a) A control faceplate shall be available to allow for TIME-SCADA selection.~~

~~(b) Control faceplate shall include an operator adjustable cycle timer with input from 60 to 360 minutes.~~

~~(c)~~(a) Valves shall be called to run according to the Sludge Removal Sequence.

~~e.~~h. Grinder:

1) GRN-1 shall be wired to PPP and SCADA for control, indication, logging/trending, and alarm.

2) Grinder Control:

a) Grinder motor starter (located in Grinder Control Panel) shall be equipped with:

(1) LOCAL-OFF-REMOTE (LOR) selector switch for control mode selection.

(2) FORWARD-REVERSE selector switch.

(3) START and STOP pushbutton for local control.

(4) RUNNING pilot light for local indication.

(5) FAULT pilot light for local indication.

b) The following shall be sent to SCADA:

(1) IN REMOTE for indication and alarm (dry contact).

(2) RUNNING for indication, alarm, event logging, and runtime totalization (dry contact).

(3) JAMMED for indication and alarm (dry contact).

(4) STOPPED for indication, alarm, event logging, and runtime totalization (dry contact).
(5) FAULT for indication, alarm, event logging, and runtime totalization (dry contact).

3) Grinder Modes:
a) LOCAL mode:
(1) Grinder shall be controlled manually at grinder controller when LOR is placed in LOCAL and OFF positions.
b) REMOTE mode:
(1) IN REMOTE-AUTO mode:
(a) The grinder shall be started and stopped based on the Sludge Removal Sequence.

E. Additional Programming:
1. BPPHPP shall monitor Blower Building temperature through Honeywell temperature controller (TE-420) via a 4-20mA signal. A SCADA alarm shall be generated when a space low or high temperature is detected, see Mechanical Drawings for settings.
2. PPP shall monitor Primary Sludge Building temperature through Honeywell temperature controller (TE-172) via a 4-20mA signal. A SCADA alarm shall be generated when a space low or high temperature is detected, see Mechanical Drawings for settings.
3. Primary Sludge Building HVAC:
a. MAU-101 controller shall alarm (dry contact closure) to PPP when low air flow is detected by MAU-101 or for a general fault from MAU-101. Generate a SCADA alarm for each condition.
b. EF-101 motor starter shall monitor EAD-101 (damper) opened position and shall alarm (dry contact closure) to PPP when damper closes. Generate a SCADA alarm for damper closed condition.
c. EF-101 air flow monitor shall generate an alarm (dry contact closure) to PPP when air flow from EF-101 fall below setpoint. Generate a SCADA alarm for low air flow condition.
d. Sump pump controller shall generate a general fault (dry contact closure) to PPP when failure is detected. Generate a SCADA alarm for sump failure.
4. Blower Building HVAC:
a. EF-201, EF-202, and EF-203 VFD running and fault status shall be monitored by Owner's SCADA system via BPPHPP.
5. Provide programming, in addition to that described above, as required to provide a fully functioning system.
6. Provide field modification of SCADA programming as required where system is found, through testing or Owner operation to require the following:
a. Additional functionality.
b. Modification of functionality.

F. Wonderware Interface:
1. Graphic Screens:
a. New or modified graphic screens shall match existing graphic screen layouts, colors, etc.
2. Blower Building Screen(s):
a. Update existing graphic screen to show new blowers.
b. Blowers will be monitored only from control screens.
c. Operator shall be able to click on a blower to see operating parameters.
3. Aeration Tanks Screen(s):
a. Update existing graphic screen to show new flow meters, air flow control valves, and DO sensors.
b. Valves and instruments will be monitored only from control screens.
4. Primary Sludge Screen:
a. Provide new graphic screen(s) to show new primary sludge processes.
1) Sludge pumps, sludge valves, and grinder will be controlled and monitored from screen.
2) Sludge flow meter and scum wet well level will be monitored from screen.
b. General: The following requirements and standards shall apply unless in direct conflict with the existing application, in which case the standards of the existing application shall be followed. New programming and development for new and modified process equipment shall meet these requirements.
1) Analog signals shall be displayed on the operator interface and shall indicate a decimal readout to the tenths position.
2) Unless indicated otherwise, screens shall be viewable from all view clients.

3) Operating equipment from an operator interface shall be a 2-step process to minimize unintended equipment operation.
4) In addition to a display for the analog value, totalizing counter indicators shall be provided for all flow meters. Previous day's totals shall also be displayed. Totalizers shall automatically reset at the end of each day and the daily totals shall be logged to a database for later retrieval or use in reports.
5) Provide indicating counters for equipment run times displaying in hours and tenths of hours. Previous day's total shall also be displayed. Run time counters shall automatically reset at the end of each day and the daily totals shall be logged to a database for later retrieval or use in reports.
6) Whenever a control function is locked out, a pop-up shall appear on the computer indicating reason for lockout.
7) Process control shall be executed in PLCs and shall not rely on operator interface(s).
8) Equipment control and operation screens shall be separate from system configuration screens.
9) Control pop-ups/faceplates that provide mode selection shall determine additional operational selections or user input based on mode that is selected. Unused or non-meaningful selection or input shall be "grayed out" or hidden to simplify the pop-up/faceplate.

c. See other Functional Intent sections for additional graphic screen requirements.
d. Modifications and additions shall be made as determined by Shop Drawing review, pre-installation programming meetings, Owner coordination, and start-up and testing activities.
e. Historical Trending:
1) All analog values.
2) Provide the following type of trend screens:
a) Provide minimum of 12 predefined trends available for operator selection. Coordinate with Owner to determine data and time span.
b) Provide ability to simultaneously configure 3 trends/trend screens which allow "ad hoc" comparison of trended data over different time spans or different data over a similar time span.
c) Selection of any instrument symbol on any overview screen shall display a trend screen for that instrument. Coordinate trend time span with Owner.
3) All historical trends shall be configured to use data stored on historical data server (Historian).
4) Historical trends shall be viewable from all computers.
5) Tagnames for trended data shall follow a naming convention that is repeatable, enhances tagname look-up/browsing, and is used throughout the project. A key to the naming convention shall be included on Legend Screen and shall explain all abbreviations used. Tagnames that are found to not follow the convention shall be changed. Changes shall be re-tested and re-demonstrated.
6) Coordinate real-time trend requirements with Owner.
f. Totalized Values for Motors:
1) Run Times: Provide a table of the following running totals on a separate screen(s). Send totals to a database daily.
a) Today's total.
b) Yesterday's total.
c) This month's total.
d) Last month's total.
2) Starts Per Hour: For motorized equipment automatically started and stopped based on configurable parameter changes, where the starts per hour may vary. Provide a table of the following start totals on a separate screen(s). Send totals to a database daily.
a) Current Hour's total.
b) Previous Hour's total.
c) Provide a user adjustable starts per hour high alarm, initially set at 6 starts per hour.
g. Totalized Values for Flow Meters:
1) The following requirements and standards shall apply to new components of the SCADA system and process equipment:
a) Provide a table of the following flow totals on a separate screen(s). Send totals to a database daily.
(1) Today's total.
(2) Yesterday's total.

(3) This month's total.
(4) Last month's total.

2) The following requirements and standards shall apply to new and existing components of the control panels and process equipment.
   a) Verify proper operation of existing totalized values.
   b) Provide totals as required for report data generation.
3) Provide user adjustable low level cutoff for each totalized value.

h. Summary and Current Alarms:
1) General:
   a) Alarm conditions shall be determined in the PLC.
   b) Shall be stored in a non-volatile database.
   c) Alarm inputs shall have time delay. Discrete alarms shall have 5 second delay unless noted otherwise. Analog alarms shall have user adjustable delay with an initial setting of 20 seconds.
   d) Analog alarms shall have user adjustable setpoint limits.
   e) Shall be displayed and alarm messages shall remain active on a screen until acknowledged by operator.
   f) Alarm messages shall describe alarm condition and include date and time stamp. Coordinate additional alarm display requirements with Owner.
   g) Provide means to add alarm comment to the alarm record and store/retrieve with alarm message.
   h) Provide capability to make any alarm audible at user's discretion. Alarms shall be able to be made audible per control panel equipped with horn. Provide screen with dynamically populated list of currently audible alarms.
   i) Provide capability to disable any alarm at operator's discretion. Provide screen with dynamically populated list of currently disabled alarms.
   j) Provide separate screens for current and summary (historical) alarms.
   k) Provide method to sort alarms by multiple criteria. Coordinate with Owner.
   l) Provide means to acknowledge alarm in groups or individually.
   m) Alarms shall be printed as they occur.
2) Nuisance Alarms:
   a) Reoccurring alarms that have low or no operational importance shall be avoided.
   b) Time delay or other programming shall be applied to all alarm conditions to avoid nuisance alarms.
   c) Contractor shall continue to adjust alarm logic programming for duration of Warranty period to eliminate nuisance alarms.

i. Historical Data Collection:
1) Collect all analog values (minimum).
2) Minimum Storage Period: 6 years, 3 years online.
3) Data Retrieval: Via Compact Flash memory module.
4) Convert to MS Excel as required. Provide conversion utility as required.
5) Work with Owner to design and implement a Microsoft Excel based data repository to reside on Owner's computer. Repository shall include capacity for data for one year and shall be able to be copied for successive years.
6) Convert/migrate all existing historical data from all InTouch nodes to Historical Data Server.

j. Out of Service:
1) General: Provide screen with dynamically populated list of all equipment that is currently OOS.
2) All equipment shall have an "Out of Service" mode. Functionality shall be as follows:
   a) All equipment shall have "In/Out of Service" selection buttons.
   b) "Out of Service" equipment shall display white.
   c) Equipment selected to be "Out of Service" shall not be able to be operated via the computer. "Start," "Stop," "Auto," "Manual" and related controls shall be made invisible and disabled.
   d) Equipment shall not be able to be placed in "Out of Service" mode unless they are in "Manual" mode and are "Off" (not running).
   e) Equipment being placed in and taken out of "Out of Service" mode shall be an Event.
   f) Alarms shall be disabled while equipment is "Out of Service."
   g) An alarm shall be generated if equipment is operated (e.g., locally) while Out of Service.

3) All instruments shall have an “Out of Service Mode.” Functionality shall be as follows:
   a) Instruments shall have “In/Out of Service” selection buttons.
   b) “Out of Service” instruments shall display white.
   c) When an instrument is put into “Out of Service” mode,” readings shall not be logged. “OOS” shall be reported during this time period when data is queried for reports.
   d) Alarms shall be disabled while instrument is “Out of Service.”
   e) Instrument being placed in and taken out of “Out of Service” mode shall be an Event. Interlocks with “Out of Service” instruments shall be disabled.
   f) An instrument shall remain out of service until placed back into service by an operator.

5. PLC Program(s):
   a. PLC programming software versions shall be consistent with Owner’s programming software version.
   b. Programs shall be fully documented.
   c. Existing PLC program(s) shall be edited to remove logic and documentation associated with existing devices that are removed as part of project.

1.8 GUARANTEE AND WARRANTY

A. Process control and instrumentation system Supplier shall guarantee the entire system for a period of 1 year. This guarantee shall cover all parts, labor, troubleshooting, telephone consulting, travel, and equipment recalibration.

B. The 1-year guarantee period shall begin at Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL

A. Acceptable Manufacturers for major system components are specified herein.

B. Not all components are specified. Furnish and install components necessary to achieve the functional intent and to meet or exceed the governing local, state or national standards and/or codes.

C. Coordinate field mounted instrumentation device installation:
   1. Mounting of each device shall be designed with consideration to:
      a. Manufacturer’s installation recommendations.
      b. Ease of removal for maintenance.
      c. Safety.
   2. Provide all mounting hardware required.
   3. All mounting hardware shall be of the following corrosion resistant material. Coordinate mounting material with surrounding environment:
      a. PVC.
      b. Stainless steel.
      c. FRP.
   4. Provide sufficient length of sensor to transmitter cable for each field device.
   5. Provide unions, bulkhead fittings, isolation valves, etc.

D. Existing and Owner-Furnished New Control Panels:
   1. It is the Contractor’s responsibility to install and/or wire existing and new Owner-furnished controls panels:
      a. Control Panel PPP (new, install and wire).
      b. Control Panel AEPP (new, install and wire).
      c. Control panel AWPP (existing, wire new devices to).
      d. Control panel BPPHPP (existing, wire new devices to).
      e. Control panel NP-1 (existing, wire new devices to).
   2. Programming of panels will be by Owner or other contractors.

2.2 CONTROL PANELS

A. General:
1. Install all wiring in a workmanlike manner. Group, bundle, label, support, and route horizontally and vertically to provide a neat and organized appearance.
2. All field 4-20mAdc signals shall be powered from panels, unless indicated otherwise on the Drawings.
3. All wiring shall be sized, labeled and color coded in accordance with Division 26 Section “Conductors and Cables - 600V and Below.” All panel wiring shall be type MTW unless indicated otherwise on the Drawings.
4. When required, shunt resistors shall be 250 Ohm ± 0.01%.
5. Wiring entering and leaving panels shall be terminated at labeled terminal strips.
6. Network wiring entering and leaving panels shall terminate at patch panels.
7. Conduit shall not enter into panels from top. Side, rear and bottom entry permitted only. Cast metal, O-ring type sealing conduit hubs shall be used on NEMA rated enclosures.

B. Modification to Existing Control Panels:
1. Provide all field modification, wiring changes, and wiring additions as indicated on Drawings or as required to achieve function as described in this section.
2. Where additional equipment or devices are required, new equipment or devices shall match manufacturer and model of existing similar devices.

2.3 FIELD INSTRUMENTS

A. General:
1. Schedules are provided as an aid to Contractor. It is Contractor’s responsibility to verify information contained in the schedules for completeness and to provide equipment that is indicated elsewhere in Drawings and Specifications, but not listed in schedules.
2. Provide instruments rated for environment.
3. Field verify Manufacturer’s cable lengths prior to Shop Drawing submittal.
4. Existing instruments that are relocated or modified shall be recalibrated.
5. Existing instruments with unknown scaling or ranges shall be recalibrated.
6. Existing instruments that do not agree with new instrumentation shall be recalibrated.
7. Existing instruments that are used in conjunction with new control systems shall be recalibrated.
8. Tagging: Equip all instruments with a permanently attached, stamped or engraved identification tag. The tags shall include the device name, Engineer's tag identification, and manufacturer's tag identification if different from Engineer's.
9. Finish: Finish on the instruments and accessories shall provide protection against corrosion by the elements in the environment in which they are to be installed.
10. Temperature Rating: Instruments shall be suitable for the temperature in which they are to be exposed. Therefore, instruments located outdoors or in unheated spaces shall be suitable for -20 degrees F to 120 degrees F. Instruments exposed to direct sunlight (without sunshield) shall be suitable for temperatures up to 140 degrees F.
11. Provide configuration software and cables or hand held device(s) for any instrument which cannot be fully programmed via keypad/interface which is integral to device.

B. Sun Shield:
1. General: 4-sided non-metallic shade to protect field instruments from sunlight, dirt accumulation, rain and snow, and mechanical damage.
2. Provide for each instrument installed outdoors.
3. Material: UV-resistant.
4. Mounting hardware as required.
5. Manufacturers:
   a. Intertec, Diashade SD 67.
   b. O’Brien, E1B Sunshade.
   c. Or equal.

C. Instrument Pipe Stand:
1. General: Modular support system for mounting of instrumentation components.
2. Provide for each instrument that cannot be wall mounted.

3. Material of construction: Galvanized carbon steel, aluminum or stainless steel as required by environment to prevent corrosion.
4. Floor stands shall have gussets for strength and stability.
5. Size as required to mount instrument at 4′-6″ above operating level, unless otherwise noted.
6. Manufacturers:
   a. O'Brien, Sadlepak.
   b. Techline Mfg.
   c. Or equal.

D. Continuous Level Measurement:
   1. Ultrasonic (Integral Head):
      a. Application: Primary scum wet well.
      b. Level Sensor:
         1) Range: 1 to 30 feet.
         2) Accuracy: 0.15% of range.
         3) Beam Angle: 5 degrees (maximum).
         4) Resolution of 0.12-inch.
         5) Integral temperature sensor and built-in temperature compensation.
         6) Provide 3-inch ANSI PVC mounting flange.
         7) Hazardous Location: Level sensor and sensor circuit shall be intrinsically safe and suitable for sensor mounting in Class 1, Division 1, Group D hazardous location.
      c. Level Transmitter:
         1) Power: 24 VDC.
         2) Display: Integral to sensor, multi-field back lit LCD.
         3) Configuration: Integral keypad.
         4) Output: 4-20 mAdc.
         5) Enclosure: NEMA 12 rated.
      d. Schedule:
         1) LE/LIT150.
      e. Manufacturers:
         1) Siemens/Milltronics, SITRANS Probe LU.
         2) Endress + Hauser, Prosonic.
         3) Pulsar.
         4) Magnetrol.
         5) Drexelbrook, Usonic; with custom mounting assembly as required.
   2. Submersible Level (Pressure) Sensor and Transmitter:
      a. Alternate 1.
      b. Application: Power House primary effluent and return sludge wet wells.
      c. Level Sensor:
         1) Construction: Stainless steel.
         2) Accuracy: ±0.1% of full scale.
         3) Solid state.
         4) Ceramic capacitive.
         5) Provide vented signal cable in length as required.
         6) Output: 4-20 mAdc proportional to level.
         7) Power: 10 to 30 Vdc.
      d. Schedule:
         1) LT500.
         2) LT550
      e. Manufacturer and Model:
         1) MJK, Expert 3400.
         2) Flygt, LS 100.
         3) Or equal.
      f. Accessories for Each Sensor:
         1) Cable bracket.
         2) Vented terminal box.
         3) Loop Powered Indicator (LI-500):
            a) 3-1/2 digit, 1/2-inch high digits, LCD display.
            b) 4-20mA input.
            c) Wall mounted.
            d) NEMA 12 enclosure.

e) Engineering units indication.
f) Yokagawa, Eurotherm/Action, or Equal.

E. Continuous Flow Measurement:
1. Magnetic Flow Meters:
a. Accuracy: Within ±0.2% of meter scale for a velocity of 1 to 39.4 fps and the repeatability shall be within ±0.1% of full scale.
b. No greater than one diameter length of upstream straight pipe from the flange and zero diameter length of downstream straight pipe from the flange shall be required to maintain specification performance.
c. Complete with grounding rings. Grounding probes are not acceptable.
d. Provide required lengths of Manufacturer's cable between meter tube and wall mounted transmitter.
e. Provide a standard 3-point calibration report traceable to a recognized standard.
f. Meter Tube:
1) 304 stainless steel flow tube.
2) Meter shall maintain ISO 13359 standard lay lengths.
3) Liner:
a) Teflon, PFA, or Tefzel for 10-inch or smaller.
b) Polyurethane for 12-inch or greater.
c) It is the Supplier's responsibility to provide liner that is chemically compatible with the process fluid being measured.
4) Electrodes:
a) Bullet nose type.
b) Hasteloy C.
c) It is the Supplier's responsibility to provide electrodes that are chemically compatible with the process fluid being measured.
5) Grounding Rings:
a) 316 Stainless Steel for 12-inch or smaller.
b) 304 Stainless Steel for 14-inch or greater.
c) It is the Supplier's responsibility to provide grounding rings that are chemically compatible with the process fluid being measured.
6) Flanges:
a) ANSI 150-pound, 4-inch diameter.
b) Flange to flange lay length: 9.84 inches
c) Meter shall be fully rated to withstand the same design pressure as the flanges.
7) Epoxy or Powder Coated: 2 coats for a minimum of 7 mils.
8) Meters above grade and smaller than 12 inches shall be capable of accidental submergence. Meters 14 inches and larger or meters installed in a meter vault shall be capable of continuous submergence or direct burial (IP68/NEMA 6P).
g. Transmitter:
1) One for each flow tube.
2) Solid state type.
3) Housing:
a) Die-cast aluminum.
b) Remote mounted transmitters shall have rectangular housing.
4) Remote mounted from meter tube when indicated on Drawings.
5) Display:
a) Flow rate and totalized flow displayed on a backlit display.
b) Integral transmitter display shall be able to rotated 90 or 180 degrees to accommodate meter mounting position/orientation.
6) Transmitter shall include nonvolatile memory so that flow totalization is not lost during power interruptions. Provide totalizers for forward, reverse and net flow.
7) Output:
a) 4-20 mAdc into 0 to 800 ohms, proportional and calibrated to stated flow range.
b) Pulse output to be used for flow totalization. Configurable from 0 to 1000 pulses per second or pulses per unit volume. Pulse width shall be adjustable from 0.5 to 100 ms.
8) Provide empty pipe detection as standard.
9) Power: 120Vac, 60 HZ.
10) Enclosure: NEMA 12 rated.
11) Provide required lengths of Manufacturer's cable for remote mounted indicators.

h. Schedule: See Drawings.
   1) FE/FIT140.
i. Manufacturer:
   1) Toshiba, model LF654.
   2) Or approved equal.

F. Discrete Level Switch:
   1. Float Type Switch (Mercury Free):
      a. Application: Primary sludge wet well and primary scum wet well.
      b. Mechanical acting.
      c. Molded corrosion resistant, polypropylene or PVC body suitable for fluid application.
      d. Float switches shall have 3.5-inch actuation/de-actuation level.
      e. Output Contact: SPDT, 7/3.5 A, 120/230 VAC.
      f. Cable shall be PVC type STO with No. 18 AWG (minimum) conductors:
         1) Jacket for cable shall be factory molded to the float.
         2) Minimum cable length of 20 feet.
      g. Hazardous Location: Level switch and switch circuit shall be intrinsically safe and suitable for switch mounting in a Class I, Division 1, Group D hazardous location.
      h. Schedule:
         1) LSH120.
         2) LSH150.
         3) LSL150.
      i. Manufacturer: Anchor Scientific “Eco-Float”; or equal.
      j. Accessories:
         1) Corrosion resistant hardware and mounting accessories.
         2) See installation detail(s) for additional requirements.

PART 3 - EXECUTION

3.1 INSTALLATION COORDINATION

A. Install process control equipment and instrumentation in conformance with:
   1. Shop Drawings reviewed by Engineer.
   2. Manufacturer’s recommendation.

B. Electrical:
   1. Install wiring in conformance with applicable Sections of Division 26 – Electrical.
   2. Run all 4-20 mAdc process control wiring in separate conduit from power and control wiring.
   3. Communication cabling shall be in separate conduits from power control and analog signal wiring.

C. Mount Control Panels:
   1. Securely with framing and fasteners capable of handling additional future loads.
   2. In a way that does not restrict access to internal components.

3.2 FIELD QUALITY CONTROL

A. Contractor shall work with Owner or Owner’s systems integrator to verify that all instrumentation and networking is properly installed and working with SCADA system.

B. Contractor shall coordinate with Owner’s systems integrator to schedule programming of control panels.

C. Contractor shall promptly make all changes and additions required and as necessary for proper operation of the system.

3.3 I/O LIST

A. Reference the Drawings.

3.4 INSTRUMENT RANGE SCHEDULE

A. Schedules are provided in the Drawings as an aid to the Contractor. Not all instruments may be listed. Provide instruments as indicated elsewhere in the Contract Documents. It is the Contractor's responsibility to provide all instruments of the correct type, quantity and measurement range to provide a complete and functioning system.

END OF SECTION 40 90 00

November 14, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: Backwash Strainer Control Points.

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Provide and install conduit and wiring between Strainer CP and Scada panel AEPP per submittal comments.

**Total Cost ……..……..……..……..$4,939.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

Jackson WWTP  Backwash Strainer Control Points
Date; 11/15/2023

| Material | Rate | Hours/Units | Total |
|---|---|---|---|
| **Equipment** | | | |
| Total Material & Equip | | | $0.00 |
| **Labor** | | | |
| Project Manager | $108.70 | | $0.00 |
| Foreman | $104.35 | 1 | $52.18 |
| Journeyman | $100.00 | 0 | $0.00 |
| Apprentice | $88.70 | 0 | $0.00 |
| Safety Rep | $108.70 | 0 | $0.00 |
| Total Piping Labor | | | $52.18 |
| **OT Premium** | | | |
| Foreman 1-1/2 | $41.74 | 0 | $0.00 |
| Foreman Double | $83.48 | 0 | $0.00 |
| Journeyman 1-1/2 | $40.00 | 0 | $0.00 |
| Journeyman Double | $80.00 | 0 | $0.00 |
| Total OT Premium | | | $0.00 |
| **Sheet Metal Shop Labor** | | | |
| Foreman | $108.70 | 0 | $0.00 |
| Journeyman | $100.00 | 0 | $0.00 |
| Foreman OT | $41.74 | 0 | $0.00 |
| Journeyman OT | $40.00 | 0 | $0.00 |
| Total Sheet Metal Shop | | | $0.00 |
| Total Material, Equipment, & Labor | | | $52.18 |
| **Subcontractors** | | | |
| Murray Paint | | | $0.00 |
| Centennial | | | $4,243.00 |
| Grand River | | | $0.00 |
| Total Subcontractors | | | $4,243.00 |

| | | |
|---|---|---|
| Subtotal | | $4,295.18 |
| | 15.00% | |
| Total Value of Extra | | **$4,939.45** |

O 517.543.9900
F 517.543.9911

CENTENNIAL ELECTRIC
COMMERCIAL INDUSTRIAL

PO BOX 490
POTTERVILLE,MI 48876

11/14/2023

ATT: Bob Sweet
Allied Mechanical Services
5688 E ML Ave.
Kalamazoo, MI 49048

RE: City of Jackson WWTP CWSRF 2022 Improvements- Backwash Strainer Control Points

Dear Mr. Sweet,

Centennial Electric, LLC, is pleased to quote you for the above mentioned project. We have included the following:

- Field wiring between the Backwash Strainer Control Panel and AEPP for SCADA communication. We are providing (4) #14 for a high differential pressure signal and motor overload signal.

| | | |
|---|---|---|
| Material: | | 1,433.00 |
| Labor: | | 2,182.00 |
| Tax: | | 86.00 |
| OH&P: | | 542.00 |
| **Total:** | **$** | **4,243.00** |

Please do not hesitate to contact me with any questions.

Sincerely,

Trevor Strang
Project Manager
Centennial Electric LLC

# Bid Summary Report



**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

**Bid Date:** 7/14/2022

| Summary Description | Material | | | Labor | | |
|---|---|---|---|---|---|---|
| | Extended | % | Adjusted | Extended | % | Adjusted |
| Backwash Strainer Control Panel Points | $1,432.78 | 100.00% | $1,432.78 | 22.02 | 100.00% | 22.02 |

## Top Sheet

| | | | | |
|---|---|---|---|---|
| Raw Cost | | $3,615.11 | Sales per Month | $0.00 |
| Tax | | $85.97 | Return per Month | $0.00 |
| Raw Cost with Tax | | $3,701.08 | Price per Square Foot | $0.00 |
| Overhead | | $542.27 | Hours per Square Foot | 0.00 |
| Profit | | $0.00 | Square Feet | 0.00 |
| Total Return Amount | | $542.27 | Job Months | 0.00 |
| Total Return % | | 12.78% | Hours per Week | 0.00 |
| Remaining Labor Hours | | 0.00 | Average Hourly Rate w/ Burden | 99.12 |
| Price | | $4,243.34 | Workers per Day | 0.00 |
| Bond | | $0.00 | Total Hours | 22.02 |
| Sell Price | | **$4,243.34** | Markup Sales Tax (Overhead) | No |
| Adjusted Sell | | $0.00 | Markup Sales Tax (Profit) | No |
| Adjusted Sell Return | 0.00% | $0.00 | Use Bond Table | No |

## Labor

| Class Description | Percent of Total | Hours Distributed | Hourly Rate | Burden Rate | Burden Percent | Labor Cost |
|---|---|---|---|---|---|---|
| Journeyman 252 | 100.00% | 22.02 | $99.12 | $0.00 | 0.00% | $2,182.33 |
| Foreman 252 | 0.00% | 0.00 | $113.99 | $0.00 | 0.00% | $0.00 |
| General Foreman 252 | 0.00% | 0.00 | $123.90 | $0.00 | 0.00% | $0.00 |
| **Totals** | 100.00% | 22.02 | $99.12 | $0.00 | 0.00% | $2,182.33 |

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

## Mark Ups

| | | | OVERHEAD | | | PROFIT |
|---|---|---|---|---|---|---|
| | **Total** | | **%** | **Amount** | | **%** | **Amount** |
| Materials | $1,432.78 | + | 15.00% | $1,647.70 | + | 0.00% | $1,647.70 |
| Labor | $2,182.33 | + | 15.00% | $2,509.67 | + | 0.00% | $2,509.67 |
| Supplier Quotes | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| SubContractors | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Direct Job Expense | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Equipment Rental | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Fixtures Quotes | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| **Totals** | **$3,615.11** | | **15.00%** | **$4,157.38** | | **0.00%** | **$4,157.38** |

## Tax Report

| | **Taxed Amount** | **Tax Rate %** | **Tax Amount** |
|---|---|---|---|
| Materials | $1,432.78 | 6.00% | $85.97 |
| Labor | $2,182.33 | 0.00% | $0.00 |
| Supplier Quotes | $0.00 | 6.00% | $0.00 |
| SubContractors | $0.00 | 6.00% | $0.00 |
| Direct Job Expense | $0.00 | 6.00% | $0.00 |
| Equipment Rental | $0.00 | 6.00% | $0.00 |
| Fixtures Quotes | $0.00 | 6.00% | $0.00 |
| | | **Total Tax:** | $85.97 |

Job Name: Jackson WWTP
Job Number: 2043
Extension Name: Backwash Strainer Control Panel Points

| Item # | Item Name | Quantity | Book Price | U | Ext Book Price | NECA 1 | U | Labor 1 Ext | CCode | % of Extended Price | % of Extended Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Label Set: Combined, Combined, Combined, Combined, Combined** | | | | | **$1,432.78** | | | **22.02** | | **100%** | **100%** |
| CCode: <undefined> | | | | | $250.00 | | | 2.00 | | 17.45% | 9.08% |
| 60,308 | 1 1/2" Floor Penetration | 2.00 | $125.00 | E | $250.00 | 1.00 | E | 2.00 | | | |
| CCode: Branch Rough | | | | | $656.73 | | | 8.74 | | 45.84% | 39.7% |
| 1,262 | 3/4 GRC | 80.00 | $615.17 | C | $492.14 | 6.00 | C | 4.80 | cb | | |
| 2,731 | 3/4 LOCKNUT | 16.00 | $127.96 | C | $20.47 | 0.12 | E | 1.92 | cb | | |
| 2,769 | 3/4 BUSH PLASTIC | 8.00 | $158.23 | C | $12.66 | 0.12 | E | 0.96 | cb | | |
| 5,489 | 1/2 FLEX WP | 10.00 | $194.42 | C | $19.44 | 4.00 | C | 0.40 | cb | | |
| 5,501 | 1/2 FLEX WP CONN | 2.00 | $2,126.91 | C | $42.54 | 0.15 | E | 0.30 | cb | | |
| 5,549 | 1/2 FLEX WP 90 CONN | 2.00 | $3,474.13 | C | $69.48 | 0.18 | E | 0.36 | cb | | |
| CCode: Hangers/Anchors | | | | | $31.65 | | | 1.95 | | 2.21% | 8.83% |
| 3,315 | 1/4-20 X 3/4 RH MACH SCREW | 10.00 | $6.28 | C | $0.63 | 2.75 | C | 0.28 | ch | | |
| 3,696 | 1/4 FLAT STL WASHER | 10.00 | $282.75 | C | $28.28 | 0.70 | C | 0.07 | ch | | |
| 3,774 | 1/4 MACHINE BOLT ANCH | 10.00 | $27.49 | C | $2.75 | 16.00 | C | 1.60 | ch | | |
| CCode: Straps | | | | | $23.34 | | | 0.40 | | 1.63% | 1.82% |
| 3,073 | 3/4 GRC 1H STL STP | 10.00 | $233.39 | C | $23.34 | 4.00 | C | 0.40 | cs | | |
| CCode: Lugs/Termination/Ground | | | | | $0.99 | | | 5.44 | | 0.07% | 24.71% |
| 5,735 | 14 GA TERMINATION | 8.00 | $0.00 | X | $0.00 | 0.12 | E | 0.96 | sl | | |
| 5,736 | 12 GA TERMINATION | 32.00 | $0.00 | X | $0.00 | 0.14 | E | 4.48 | sl | | |
| 5,837 | RED 3M WIRE NUT | 8.00 | $12.37 | C | $0.99 | 0.00 | C | 0.00 | sl | | |
| CCode: Branch Wire | | | | | $470.07 | | | 3.49 | | 32.81% | 15.86% |
| 41 | 12 THHN CU STRANDED | 52.00 | $1,116.88 | M | $58.08 | 6.00 | M | 0.31 | wb | | |
| 60,277 | 14 THHN CU STRANDED | 60.00 | $663.54 | M | $39.81 | 5.00 | M | 0.30 | wb | | |
| 60,278 | 12 THHN CU STRANDED | 480.00 | $775.38 | M | $372.18 | 6.00 | M | 2.88 | wb | | |
| | | | | | **$1,432.78** | | | **22.02** | | | |

May 9, 2024
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #99 Sludge Pumps 4-20MA Pressure Transducers. Rev.1

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Purchase and install (3) Ashcroft K1 Transducers.

**Total Cost ……..……..……..……..$2,047.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

Jackson WWTP RFI 99 Rev.1
Date; 5/9/2024

| Material | Rate | Hours/Units | Total |
|---|---|---|---|
| | | | $1,171.00 |
| **Equipment** | | | |
| Total Material & Equip | | | $1,171.00 |
| **Labor** | | | |
| Project Manager | $108.70 | 0 | $0.00 |
| Foreman | $104.35 | 2 | $208.70 |
| Journeyman | $100.00 | 2 | $200.00 |
| Apprentice | $88.70 | 0 | $0.00 |
| Safety Rep | $108.70 | 0 | $0.00 |
| Total Piping Labor | | | $408.70 |
| **OT Premium** | | | |
| Foreman 1-1/2 | $41.74 | 0 | $0.00 |
| Foreman Double | $83.48 | 0 | $0.00 |
| Journeyman 1-1/2 | $40.00 | 0 | $0.00 |
| Journeyman Double | $80.00 | 0 | $0.00 |
| Total OT Premium | | | $0.00 |
| **Sheet Metal Shop Labor** | | | |
| Foreman | $108.70 | 0 | $0.00 |
| Journeyman | $100.00 | 2 | $200.00 |
| Foreman OT | $41.74 | 0 | $0.00 |
| Journeyman OT | $40.00 | 0 | $0.00 |
| Total Sheet Metal Shop | | | $200.00 |
| Total Material, Equipment, & Labor | | | $1,779.70 |
| **Subcontractors** | | | |
| Murray | | | $0.00 |
| Centennial | | | $0.00 |
| Grand River | | | $0.00 |
| Total Subcontractors | | | $0.00 |
| Subtotal | | | $1,779.70 |

15.00%

Total Value of Extra **$2,046.66**

June 10, 2024
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #107 Conduit Investigation.

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Investigation and attempts to clear and make usable existing conduit for new Sub 4 cables.

**Total Cost ……..……..……..……..$6,794.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

Jackson WWTP  RFI 107 Conduit Investigation
Date; 6/10/2024

| Material | Rate | Hours/Units | Total |
|---|---|---|---|
| | | | $0.00 |
| **Equipment** | | | |
| Total Material & Equip | | | $0.00 |
| **Labor** | | | |
| Project Manager | $108.70 | 0 | $0.00 |
| Foreman | $104.35 | 2 | $208.70 |
| Journeyman | $100.00 | 0 | $0.00 |
| Apprentice | $88.70 | 0 | $0.00 |
| Safety Rep | $108.70 | 0 | $0.00 |
| Total Piping Labor | | | $208.70 |
| **OT Premium** | | | |
| Foreman 1-1/2 | $41.74 | 0 | $0.00 |
| Foreman Double | $83.48 | 0 | $0.00 |
| Journeyman 1-1/2 | $40.00 | 0 | $0.00 |
| Journeyman Double | $80.00 | 0 | $0.00 |
| Total OT Premium | | | $0.00 |
| **Sheet Metal Shop Labor** | | | |
| Foreman | $108.70 | 0 | $0.00 |
| Journeyman | $100.00 | 0 | $0.00 |
| Foreman OT | $41.74 | 0 | $0.00 |
| Journeyman OT | $40.00 | 0 | $0.00 |
| Total Sheet Metal Shop | | | $0.00 |
| Total Material, Equipment, & Labor | | | $208.70 |
| **Subcontractors** | | | |
| Centennial | | | $5,699.00 |
| Grand River | | | $0.00 |
| Total Subcontractors | | | $5,699.00 |
| Subtotal | | | $5,907.70 |
| | 15.00% | | |
| Total Value of Extra | | | **$6,793.86** |

O 517.543.9900
F 517.543.9911

CENTENNIAL ELECTRIC
COMMERCIAL INDUSTRIAL

PO BOX 490
POTTERVILLE,MI 48876

6/10/2024

ATT: Bob Sweet
Allied Mechanical Services
5688 E ML Ave.
Kalamazoo, MI 49048

RE: City of Jackson WWTP CWSRF 2022 Improvements- Sub-4 Existing Conduit Condition Investigation

Dear Mr. Sweet,

Centennial Electric, LLC, is pleased to quote you for the above mentioned project. We have included the following:

- Investigation and attempts to unclog (2) 4" existing conduits between MVMH01 at the Blower Building and MVMH04 at Sub-4. Attempts were made to pull rags through conduits, then a drain king which water to assist with unclogging was used to attempt to unclog existing conduits. We also assisted in 3 separate trips of pushing a camera in existing conduits to further investigate the condition of the existing conduits to Sub-4.

| | | |
|---|---|---|
| Labor: | | 4,956.00 |
| OH&P: | | 743.00 |
| **Total:** | **$** | **5,699.00** |

Please do not hesitate to contact me with any questions.

Sincerely,

Trevor Strang
Project Manager
Centennial Electric LLC

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

**Bid Date:** 7/14/2022

| Summary Description | Material | | | Labor | | |
|---|---|---|---|---|---|---|
| | Extended | % | Adjusted | Extended | % | Adjusted |
| Sub-4 Existing Conduit Investigation | $0.00 | 0.00% | $0.00 | 50.00 | 100.00% | 50.00 |

## Top Sheet

| | | | | |
|---|---|---|---|---|
| Raw Cost | | $4,956.00 | Sales per Month | $0.00 |
| Tax | | $0.00 | Return per Month | $0.00 |
| Raw Cost with Tax | | $4,956.00 | Price per Square Foot | $0.00 |
| Overhead | | $743.40 | Hours per Square Foot | 0.00 |
| Profit | | $0.00 | Square Feet | 0.00 |
| Total Return Amount | | $743.40 | Job Months | 0.00 |
| Total Return % | | 13.04% | Hours per Week | 0.00 |
| Remaining Labor Hours | | 0.00 | Average Hourly Rate w/ Burden | 99.12 |
| Price | | $5,699.40 | Workers per Day | 0.00 |
| Bond | | $0.00 | Total Hours | 50.00 |
| Sell Price | | **$5,699.40** | Markup Sales Tax (Overhead) | No |
| Adjusted Sell | | $0.00 | Markup Sales Tax (Profit) | No |
| Adjusted Sell Return | 0.00% | $0.00 | Use Bond Table | No |

## Labor

| Class Description | Percent of Total | Hours Distributed | Hourly Rate | Burden Rate | Burden Percent | Labor Cost |
|---|---|---|---|---|---|---|
| Journeyman 252 | 100.00% | 50.00 | $99.12 | $0.00 | 0.00% | $4,956.00 |
| Foreman 252 | 0.00% | 0.00 | $113.99 | $0.00 | 0.00% | $0.00 |
| General Foreman 252 | 0.00% | 0.00 | $123.90 | $0.00 | 0.00% | $0.00 |
| **Totals** | 100.00% | 50.00 | $99.12 | $0.00 | 0.00% | $4,956.00 |

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

## Mark Ups

| | | | OVERHEAD | | | PROFIT | |
|---|---|---|---|---|---|---|---|
| | **Total** | | **%** | **Amount** | | **%** | **Amount** |
| Materials | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Labor | $4,956.00 | + | 15.00% | $5,699.40 | + | 0.00% | $5,699.40 |
| Supplier Quotes | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| SubContractors | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Direct Job Expense | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Equipment Rental | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Fixtures Quotes | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| **Totals** | **$4,956.00** | | **15.00%** | **$5,699.40** | | **0.00%** | **$5,699.40** |

## Tax Report

| | **Taxed Amount** | **Tax Rate %** | **Tax Amount** |
|---|---|---|---|
| Materials | $0.00 | 6.00% | $0.00 |
| Labor | $4,956.00 | 0.00% | $0.00 |
| Supplier Quotes | $0.00 | 6.00% | $0.00 |
| SubContractors | $0.00 | 6.00% | $0.00 |
| Direct Job Expense | $0.00 | 6.00% | $0.00 |
| Equipment Rental | $0.00 | 6.00% | $0.00 |
| Fixtures Quotes | $0.00 | 6.00% | $0.00 |
| | | **Total Tax:** | $0.00 |

# CENTENNIAL ELECTRIC LLC

P.O. Box 490
Potterville, MI 48876
**Phone: 517-543-9900**
**Fax: 517-543-9911**

# ELECTRICAL
## WORK ORDER

| | |
|---|---|
| DATE OF ORDER 6/4/24 | TELEPHONE |
| STARTING DATE 4/9/24 | CUSTOMER ORDER NO. |
| JOB NAME/NO. Jackson WWTP | |
| JOB LOCATION 2995 Lansing Ave. Jackson MI | |
| INVOICE DATE | JOB TELEPHONE |

TO: Allied Mechanical

**TERMS:**

DESCRIPTION OF WORK

Investigation and attempts to unclog (2) 4" existing conduits between MVMH01 & MVMH04. Attempts were made to pull rags through conduits then a drain king was used to attempt to unclog existing conduit. We also assisted in 3 seperate trips of pushing a camera in existing conduits to further investigate the issue.

| HR | LABOR | HR | | HRS. | @ |
|---|---|---|---|---|---|
| 15 | Electrician 1,2,3 - April 9 | 2 | Electrician - April 16 | 2 | April 29 |
| 15 | Electrician 1,2,3 - April 10 | 4 | Electrician 1,2,3,4 - April 18 | 8 | May ? |
| 2 | Electrician 1 - April 11 | 2 | Electrician - April 19 | TOTAL LABOR | |

| QTY. | MATERIALS | @ |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL MATERIALS | |

WORK ORDERED BY

TOTAL LABOR

I hereby acknowledge the satisfactory completion of the shown described work.

Signature Date

June 12, 2024
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #112 Clarifier High Torque Alarm/Shutdown.

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Provide and install (3) Eaton contactors, additional wiring, and labels to meet the intent of RFI 112 response.

**Total Cost ……..……..……..……..$4,686.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

Jackson WWTP  RFI 112 High Torque Warning Light
Date; 6/12/2024

| Material | Rate | Hours/Units | Total |
|---|---|---|---|
| | | | $0.00 |
| **Equipment** | | | |
| Total Material & Equip | | | $0.00 |
| **Labor** | | | |
| Project Manager | $108.70 | 0 | $0.00 |
| Foreman | $104.35 | 0 | $0.00 |
| Journeyman | $100.00 | 0 | $0.00 |
| Apprentice | $88.70 | 0 | $0.00 |
| Safety Rep | $108.70 | 0 | $0.00 |
| Total Piping Labor | | | $0.00 |
| **OT Premium** | | | |
| Foreman 1-1/2 | $41.74 | 0 | $0.00 |
| Foreman Double | $83.48 | 0 | $0.00 |
| Journeyman 1-1/2 | $40.00 | 0 | $0.00 |
| Journeyman Double | $80.00 | 0 | $0.00 |
| Total OT Premium | | | $0.00 |
| **Sheet Metal Shop Labor** | | | |
| Foreman | $108.70 | 0 | $0.00 |
| Journeyman | $100.00 | 0 | $0.00 |
| Foreman OT | $41.74 | 0 | $0.00 |
| Journeyman OT | $40.00 | 0 | $0.00 |
| Total Sheet Metal Shop | | | $0.00 |
| Total Material, Equipment, & Labor | | | $0.00 |
| **Subcontractors** | | | |
| Centennial | | | $4,075.00 |
| Grand River | | | $0.00 |
| Total Subcontractors | | | $4,075.00 |
| Subtotal | | | $4,075.00 |
| | 15.00% | | |
| Total Value of Extra | | | **$4,686.25** |

O 517.543.9900
F 517.543.9911

CENTENNIAL ELECTRIC
COMMERCIAL INDUSTRIAL

PO BOX 490
POTTERVILLE,MI 48876

6/12/2024

ATT: Bob Sweet
Allied Mechanical Services
5688 E ML Ave.
Kalamazoo, MI 49048

RE: City of Jackson WWTP CWSRF 2022 Improvements- Clarifier Drive Warning Light Changes

Dear Mr. Sweet,

Centennial Electric, LLC, is pleased to quote you for the above mentioned project. We have included the following:

- Install 3 contactors and additional control wires required to change two torque warning lights on 3 Clarifier Drive MCC buckets from “High Torque” High High Torque” to “High East” “High West”.

| | | |
|---|---|---|
| Material: | | 1,627.00 |
| Labor: | | 1,832.00 |
| Tax: | | 98.00 |
| OH&P: | | 518.00 |
| **Total:** | **$** | **4,075.00** |

Please do not hesitate to contact me with any questions.

Sincerely,

Trevor Strang
Project Manager
Centennial Electric LLC

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

**Bid Date:** 7/14/2022

| Summary Description | Material | | | Labor | | |
|---|---|---|---|---|---|---|
| | Extended | % | Adjusted | Extended | % | Adjusted |
| Clarifier 1-6 Warning Light Changes | $1,627.24 | 100.00% | $1,627.24 | 18.48 | 100.00% | 18.48 |

## Top Sheet

| | | | | |
|---|---|---|---|---|
| Raw Cost | | $3,458.98 | Sales per Month | $0.00 |
| Tax | | $97.63 | Return per Month | $0.00 |
| Raw Cost with Tax | | $3,556.62 | Price per Square Foot | $0.00 |
| Overhead | | $518.85 | Hours per Square Foot | 0.00 |
| Profit | | $0.00 | Square Feet | 0.00 |
| Total Return Amount | | $518.85 | Job Months | 0.00 |
| Total Return % | | 12.73% | Hours per Week | 0.00 |
| Remaining Labor Hours | | 0.00 | Average Hourly Rate w/ Burden | 99.12 |
| Price | | $4,075.46 | Workers per Day | 0.00 |
| Bond | | $0.00 | Total Hours | 18.48 |
| Sell Price | | **$4,075.46** | Markup Sales Tax (Overhead) | No |
| Adjusted Sell | | $0.00 | Markup Sales Tax (Profit) | No |
| Adjusted Sell Return | 0.00% | $0.00 | Use Bond Table | No |

## Labor

| Class Description | Percent of Total | Hours Distributed | Hourly Rate | Burden Rate | Burden Percent | Labor Cost |
|---|---|---|---|---|---|---|
| Journeyman 252 | 100.00% | 18.48 | $99.12 | $0.00 | 0.00% | $1,831.74 |
| Foreman 252 | 0.00% | 0.00 | $113.99 | $0.00 | 0.00% | $0.00 |
| General Foreman 252 | 0.00% | 0.00 | $123.90 | $0.00 | 0.00% | $0.00 |
| **Totals** | 100.00% | 18.48 | $99.12 | $0.00 | 0.00% | $1,831.74 |

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

## Mark Ups

| | | OVERHEAD | | | PROFIT | |
|---|---|---|---|---|---|---|
| | **Total** | | **%** | **Amount** | **%** | **Amount** |
| Materials | $1,627.24 | + | 15.00% | $1,871.33 | + 0.00% | $1,871.33 |
| Labor | $1,831.74 | + | 15.00% | $2,106.50 | + 0.00% | $2,106.50 |
| Supplier Quotes | $0.00 | + | 15.00% | $0.00 | + 0.00% | $0.00 |
| SubContractors | $0.00 | + | 15.00% | $0.00 | + 0.00% | $0.00 |
| Direct Job Expense | $0.00 | + | 15.00% | $0.00 | + 0.00% | $0.00 |
| Equipment Rental | $0.00 | + | 15.00% | $0.00 | + 0.00% | $0.00 |
| Fixtures Quotes | $0.00 | + | 15.00% | $0.00 | + 0.00% | $0.00 |
| **Totals** | **$3,458.98** | | **15.00%** | **$3,977.83** | **0.00%** | **$3,977.83** |

## Tax Report

| | **Taxed Amount** | **Tax Rate %** | **Tax Amount** |
|---|---|---|---|
| Materials | $1,627.24 | 6.00% | $97.63 |
| Labor | $1,831.74 | 0.00% | $0.00 |
| Supplier Quotes | $0.00 | 6.00% | $0.00 |
| SubContractors | $0.00 | 6.00% | $0.00 |
| Direct Job Expense | $0.00 | 6.00% | $0.00 |
| Equipment Rental | $0.00 | 6.00% | $0.00 |
| Fixtures Quotes | $0.00 | 6.00% | $0.00 |
| | | **Total Tax:** | $97.63 |

Job Name: Jackson WWTP
Job Number: 2043
Extension Name: Clarifier 1-6 Warning Light Changes

| Item # | Item Name | Quantity | Book Price | U | Ext Book Price | NECA 1 | U | Labor 1 Ext | CCode | % of Extended Price | % of Extended Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Label Set: Combined, Combined, Combined, Combined, Combined** | | | | | **$1,627.24** | | | **18.48** | | **100%** | **100%** |
| CCode: <undefined> | | | | | $1,569.09 | | | 11.31 | | 96.43% | 61.2% |
| 60,320 | Warning Light Label: Eato | 3.00 | $60.00 | E | $180.00 | 0.45 | E | 1.35 | | | |
| 60,321 | Eaton Contactor | 3.00 | $447.03 | E | $1,341.09 | 1.40 | E | 4.20 | | | |
| 60,322 | Control Wire Label | 48.00 | $1.00 | E | $48.00 | 0.12 | E | 5.76 | | | |
| CCode: Lugs/Termination/Ground | | | | | $0.00 | | | 6.72 | | 0% | 36.36% |
| 5,761 | #14 CONTROL TERMINAT | 48.00 | $0.00 | X | $0.00 | 0.14 | E | 6.72 | sl | | |
| CCode: Branch Wire | | | | | $58.15 | | | 0.45 | | 3.57% | 2.44% |
| 60,278 | 12 THHN CU STRANDED | 75.00 | $775.38 | M | $58.15 | 6.00 | M | 0.45 | wb | | |
| | | | | | **$1,627.24** | | | **18.48** | | | |

June 20, 2024
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #110 Aeration Control and Blower Inlet Valves Disconnects.

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Provide, install, and bring power to (3) blower inlet actuated valves.
- Provide disconnects for (7) aeration control valves. Please see proposed disconnect on last page of the proposal.

**Total Cost ……..……..……..……..$22,589.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

Jackson WWTP  RFI 110
Date; 6/20/2024

| Material | Rate | Hours/Units | Total |
|---|---|---|---|
| | | | $0.00 |
| **Equipment** | | | |
| Total Material & Equip | | | $0.00 |
| **Labor** | | | |
| Project Manager | $108.70 | 0 | $0.00 |
| Foreman | $104.35 | 0 | $0.00 |
| Journeyman | $100.00 | 0 | $0.00 |
| Apprentice | $88.70 | 0 | $0.00 |
| Safety Rep | $108.70 | 0 | $0.00 |
| Total Piping Labor | | | $0.00 |
| **OT Premium** | | | |
| Foreman 1-1/2 | $41.74 | 0 | $0.00 |
| Foreman Double | $83.48 | 0 | $0.00 |
| Journeyman 1-1/2 | $40.00 | 0 | $0.00 |
| Journeyman Double | $80.00 | 0 | $0.00 |
| Total OT Premium | | | $0.00 |
| **Sheet Metal Shop Labor** | | | |
| Foreman | $108.70 | 0 | $0.00 |
| Journeyman | $100.00 | 0 | $0.00 |
| Foreman OT | $41.74 | 0 | $0.00 |
| Journeyman OT | $40.00 | 0 | $0.00 |
| Total Sheet Metal Shop | | | $0.00 |
| Total Material, Equipment, & Labor | | | $0.00 |
| **Subcontractors** | | | |
| Centennial | | | $19,643.00 |
| Grand River | | | $0.00 |
| Total Subcontractors | | | $19,643.00 |
| Subtotal | | | $19,643.00 |
| | 15.00% | | |
| Total Value of Extra | | | **$22,589.45** |

O 517.543.9900
F 517.543.9911

CENTENNIAL ELECTRIC
COMMERCIAL INDUSTRIAL

PO BOX 490
POTTERVILLE,MI 48876

6/20/2024

ATT: Bob Sweet
Allied Mechanical Services
5688 E ML Ave.
Kalamazoo, MI 49048

RE: City of Jackson WWTP CWSRF 2022 Improvements- RFI 110 Valve Actuator Disconnects

Dear Mr. Sweet,

Centennial Electric, LLC, is pleased to quote you for the above mentioned project. We have included the following:

- Supply and install (3) 30A fusible disconnects for from existing 20A fused bucket in MCC-E to power valve actuators
- Install ¾" GRC conduit raceway to feed each of the 3 disconnects within line of sight of each valve actuators

| | | |
|---|---|---|
| Material: | | 3,308.00 |
| Labor: | | 4,331.00 |
| Supplier Quotes: | | 2,643.00 |
| Tax: | | 357.00 |
| OH&P: | | 1,542.00 |
| Sub Total: | $ | 12,181.00 |

- Supply (7) 30A fusible disconnects for East and West Aeration Valve Actuators

| | | |
|---|---|---|
| Supplier Quotes: | | 6,167.00 |
| Tax: | | 370.00 |
| OH&P: | | 925.00 |
| Total: | $ | 7,462.00 |
| **RFI #110 Total:** | **$** | **19,643.00** |

Please do not hesitate to contact me with any questions.

Sincerely,

Trevor Strang
Project Manager
Centennial Electric LLC

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

**Bid Date:** 7/14/2022

| Summary Description | Material | | | Labor | | |
|---|---|---|---|---|---|---|
| | Extended | % | Adjusted | Extended | % | Adjusted |
| RFI 110 Blower Valve Disc Power Only | $3,308.23 | 100.00% | $3,308.23 | 43.69 | 100.00% | 43.69 |

## Top Sheet

| | | | | |
|---|---|---|---|---|
| Raw Cost | | $10,282.07 | Sales per Month | $0.00 |
| Tax | | $357.07 | Return per Month | $0.00 |
| Raw Cost with Tax | | $10,639.14 | Price per Square Foot | $0.00 |
| Overhead | | $1,542.31 | Hours per Square Foot | 0.00 |
| Profit | | $0.00 | Square Feet | 0.00 |
| Total Return Amount | | $1,542.31 | Job Months | 0.00 |
| Total Return % | | 12.66% | Hours per Week | 0.00 |
| Remaining Labor Hours | | 0.00 | Average Hourly Rate w/ Burden | 99.12 |
| Price | | $12,181.45 | Workers per Day | 0.00 |
| Bond | | $0.00 | Total Hours | 43.69 |
| Sell Price | | **$12,181.45** | Markup Sales Tax (Overhead) | No |
| Adjusted Sell | | $0.00 | Markup Sales Tax (Profit) | No |
| Adjusted Sell Return | 0.00% | $0.00 | Use Bond Table | No |

## Labor

| Class Description | Percent of Total | Hours Distributed | Hourly Rate | Burden Rate | Burden Percent | Labor Cost |
|---|---|---|---|---|---|---|
| Journeyman 252 | 100.00% | 43.69 | $99.12 | $0.00 | 0.00% | $4,330.84 |
| Foreman 252 | 0.00% | 0.00 | $113.99 | $0.00 | 0.00% | $0.00 |
| General Foreman 252 | 0.00% | 0.00 | $123.90 | $0.00 | 0.00% | $0.00 |
| **Totals** | 100.00% | 43.69 | $99.12 | $0.00 | 0.00% | $4,330.84 |

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

## Mark Ups

| | Total | | OVERHEAD % | | OVERHEAD Amount | | PROFIT % | PROFIT Amount |
|---|---|---|---|---|---|---|---|---|
| Materials | $3,308.23 | + | 15.00% | + | $3,804.46 | + | 0.00% | $3,804.46 |
| Labor | $4,330.84 | + | 15.00% | + | $4,980.46 | + | 0.00% | $4,980.46 |
| Supplier Quotes | $2,643.00 | + | 15.00% | + | $3,039.45 | + | 0.00% | $3,039.45 |
| SubContractors | $0.00 | + | 15.00% | + | $0.00 | + | 0.00% | $0.00 |
| Direct Job Expense | $0.00 | + | 15.00% | + | $0.00 | + | 0.00% | $0.00 |
| Equipment Rental | $0.00 | + | 15.00% | + | $0.00 | + | 0.00% | $0.00 |
| Fixtures Quotes | $0.00 | + | 15.00% | + | $0.00 | + | 0.00% | $0.00 |
| **Totals** | **$10,282.07** | | **15.00%** | | **$11,824.37** | | **0.00%** | **$11,824.37** |

## Tax Report

| | Taxed Amount | Tax Rate % | Tax Amount |
|---|---|---|---|
| Materials | $3,308.23 | 6.00% | $198.49 |
| Labor | $4,330.84 | 0.00% | $0.00 |
| Supplier Quotes | $2,643.00 | 6.00% | $158.58 |
| SubContractors | $0.00 | 6.00% | $0.00 |
| Direct Job Expense | $0.00 | 6.00% | $0.00 |
| Equipment Rental | $0.00 | 6.00% | $0.00 |
| Fixtures Quotes | $0.00 | 6.00% | $0.00 |
| | | **Total Tax:** | $357.07 |

## Supplier Quotes

| Name | Supplier | Tax (6.0%) | Unit Cost | Mult | Amount |
|---|---|---|---|---|---|
| Switchgear | Eaton | Yes | $881.00 | 3.00 | $2,643.00 |
| **Totals:** | | | | | $2,643.00 |

Job Name: Jackson WWTP
Job Number: 2043
Extension Name: RFI 110 Blower Valve Disconnects

| Item # | Item Name | Quantity | Book Price | U | Ext Book Price | NECA 1 | U | Labor 1 Ext | CCode | % of Extended Price | % of Extended Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Label Set: Combined, Combined, Combined, Combined, Combined** | | | | | **$3,308.23** | | | **43.69** | | **100%** | **100%** |
| CCode: <undefined> | | | | | $435.48 | | | 1.80 | | 13.16% | 4.12% |
| 60,323 | 3A/20A Fuse | 12.00 | $36.29 | E | $435.48 | 0.15 | E | 1.80 | | | |
| CCode: Pull/Junction Boxes | | | | | $186.63 | | | 3.00 | | 5.64% | 6.87% |
| 15,667 | 4X6X4" NEMA 1 S/C J-BOX | 3.00 | $62.21 | E | $186.63 | 1.00 | E | 3.00 | bp | | |
| CCode: Branch Rough | | | | | $1,763.27 | | | 17.31 | | 53.3% | 39.62% |
| 1,262 | 3/4 GRC | 150.00 | $843.02 | C | $1,264.53 | 6.00 | C | 9.00 | cb | | |
| 2,731 | 3/4 LOCKNUT | 30.00 | $127.96 | C | $38.39 | 0.12 | E | 3.60 | cb | | |
| 2,769 | 3/4 BUSH PLASTIC | 15.00 | $158.23 | C | $23.73 | 0.12 | E | 1.80 | cb | | |
| 2,834 | 3/4 HUB - MEYERS | 11.00 | $1,302.96 | C | $143.33 | 0.00 | C | 0.00 | cb | | |
| 5,490 | 3/4 FLEX WP | 15.00 | $305.31 | C | $45.80 | 5.00 | C | 0.75 | cb | | |
| 5,502 | 3/4 FLEX WP CONN | 3.00 | $3,112.13 | C | $93.36 | 0.18 | E | 0.54 | cb | | |
| 5,550 | 3/4 FLEX WP 90 CONN | 3.00 | $5,137.63 | C | $154.13 | 0.22 | E | 0.66 | cb | | |
| 60,301 | 3/4 GRC BEND | 8.00 | $0.00 | X | $0.00 | 12.00 | C | 0.96 | cb | | |
| CCode: Hangers/Anchors | | | | | $59.69 | | | 3.65 | | 1.8% | 8.35% |
| 3,315 | 1/4-20 X 3/4 RH MACH SCREW | 18.75 | $8.08 | C | $1.52 | 2.75 | C | 0.52 | ch | | |
| 3,696 | 1/4 FLAT STL WASHER | 18.75 | $282.75 | C | $53.02 | 0.70 | C | 0.13 | ch | | |
| 3,774 | 1/4 MACHINE BOLT ANCH | 18.75 | $27.49 | C | $5.15 | 16.00 | C | 3.00 | ch | | |
| CCode: Straps | | | | | $43.76 | | | 0.75 | | 1.32% | 1.72% |
| 3,073 | 3/4 GRC 1H STL STP | 18.75 | $233.39 | C | $43.76 | 4.00 | C | 0.75 | cs | | |
| CCode: Disc/Safety Switches | | | | | $0.00 | | | 6.60 | | 0% | 15.11% |
| 10,880 | 30A 600V 3PH 12 F SW | 3.00 | $0.00 | Q | $0.00 | 2.20 | E | 6.60 | sd | | |
| CCode: Lugs/Termination/Ground | | | | | $4.56 | | | 5.60 | | 0.14% | 12.82% |
| 5,736 | 12 GA TERMINATION | 28.00 | $0.00 | X | $0.00 | 0.14 | E | 3.92 | sl | | |
| 5,737 | 10 GA TERMINATION | 12.00 | $0.00 | X | $0.00 | 0.14 | E | 1.68 | sl | | |
| 5,838 | GRAY 3M WIRE NUT | 12.00 | $37.97 | C | $4.56 | 0.00 | C | 0.00 | sl | | |
| CCode: Branch Wire | | | | | $814.85 | | | 4.99 | | 24.63% | 11.41% |
| 42 | 10 THHN CU STRANDED | 78.00 | $3,090.60 | M | $241.07 | 7.00 | M | 0.55 | wb | | |
| 60,278 | 12 THHN CU STRANDED | 740.00 | $775.38 | M | $573.78 | 6.00 | M | 4.44 | wb | | |
| | | | | | **$3,308.23** | | | **43.69** | | | |

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

**Bid Date:** 7/14/2022

| Summary Description | Material | | | Labor | | |
|---|---|---|---|---|---|---|
| | Extended | % | Adjusted | Extended | % | Adjusted |
| RFI 110 Aeration Valve Disconnects | $0.00 | 0.00% | $0.00 | 0.00 | 0.00% | 0.00 |

## Top Sheet

| | | | | |
|---|---|---|---|---|
| Raw Cost | | $6,167.00 | Sales per Month | $0.00 |
| Tax | | $370.02 | Return per Month | $0.00 |
| Raw Cost with Tax | | $6,537.02 | Price per Square Foot | $0.00 |
| Overhead | | $925.05 | Hours per Square Foot | 0.00 |
| Profit | | $0.00 | Square Feet | 0.00 |
| Total Return Amount | | $925.05 | Job Months | 0.00 |
| Total Return % | | 12.40% | Hours per Week | 0.00 |
| Remaining Labor Hours | | 0.00 | Average Hourly Rate w/ Burden | 0.00 |
| Price | | $7,462.07 | Workers per Day | 0.00 |
| Bond | | $0.00 | Total Hours | 0.00 |
| Sell Price | | **$7,462.07** | Markup Sales Tax (Overhead) | No |
| Adjusted Sell | | $0.00 | Markup Sales Tax (Profit) | No |
| Adjusted Sell Return | 0.00% | $0.00 | Use Bond Table | No |

## Labor

| Class Description | Percent of Total | Hours Distributed | Hourly Rate | Burden Rate | Burden Percent | Labor Cost |
|---|---|---|---|---|---|---|
| Journeyman 252 | 100.00% | 0.00 | $99.12 | $0.00 | 0.00% | $0.00 |
| Foreman 252 | 0.00% | 0.00 | $113.99 | $0.00 | 0.00% | $0.00 |
| General Foreman 252 | 0.00% | 0.00 | $123.90 | $0.00 | 0.00% | $0.00 |
| **Totals** | 100.00% | 0.00 | $0.00 | #Error | #Error | $0.00 |

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

## Mark Ups

| | | | OVERHEAD | | | PROFIT | |
|---|---|---|---|---|---|---|---|
| | **Total** | | **%** | **Amount** | | **%** | **Amount** |
| Materials | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Labor | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Supplier Quotes | $6,167.00 | + | 15.00% | $7,092.05 | + | 0.00% | $7,092.05 |
| SubContractors | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Direct Job Expense | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Equipment Rental | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Fixtures Quotes | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| **Totals** | **$6,167.00** | | **15.00%** | **$7,092.05** | | **0.00%** | **$7,092.05** |

## Tax Report

| | **Taxed Amount** | **Tax Rate %** | **Tax Amount** |
|---|---|---|---|
| Materials | $0.00 | 6.00% | $0.00 |
| Labor | $0.00 | 0.00% | $0.00 |
| Supplier Quotes | $6,167.00 | 6.00% | $370.02 |
| SubContractors | $0.00 | 6.00% | $0.00 |
| Direct Job Expense | $0.00 | 6.00% | $0.00 |
| Equipment Rental | $0.00 | 6.00% | $0.00 |
| Fixtures Quotes | $0.00 | 6.00% | $0.00 |
| | | **Total Tax:** | $370.02 |

## Supplier Quotes

| **Name** | **Supplier** | **Tax (6.0%)** | **Unit Cost** | **Mult** | **Amount** |
|---|---|---|---|---|---|
| Switchgear | Eaton | Yes | $881.00 | 7.00 | $6,167.00 |
| **Totals:** | | | | | $6,167.00 |

401 E ELM ST
LANSING MI 48912-1007
Phone: 419-727-6431
Fax: 517-487-0532

To: CENTENNIAL ELECTRIC
3300 W MAIN ST
LANSING MI 48917
Attn: Trevor Strang
Phone: 517-819-1200
Fax: 517-543-9911
Email: TREVORS@centennial-electric.com

Date: 06/13/2024
**Proj Name: JACKSON WWTP-DISCONNECTS**
**GB Quote #: 0246333402**
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 06/13/2024
Valid To: 07/13/2024
Contact: Kevin Adams
Email: Kevin.Adams@graybar.com

# Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes: FACTORY STOCK-SUBJECT TO PRIOR SALE**

| Item | Item/Type | Quantity | Supplier | Catalog Nbr | Description | Price | Unit | Ext.Price |
|---|---|---|---|---|---|---|---|---|
| 100 | | **7 EA** | **HUBBELL** | **FDS30** | FUSED DISCO SW 3P 30A | **$881.00** | **1** | **$6,167.00** |

GB Part #: 94035029 UPC #: 78358551930

**Total in USD (Tax not included): $6,167.00**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

**To learn more about Graybar, visit our website at www.graybar.com** **24-Hour Emergency Phone#: 1-800-GRAYBAR**

**Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.**

To: CENTENNIAL ELECTRIC
3300 W MAIN ST
LANSING MI 48917
Attn: Trevor Strang

Date: 06/13/2024
**Proj Name: JACKSON WWTP-DISCONNECTS**
**GB Quote #: 0246333402**

# Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1.ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2.GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3.MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4.PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
5.REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6.RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7.TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8.PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9.DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10.CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11.SOFTWARE AND FIRMWARE - -Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

**Signed:**_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

**To learn more about Graybar, visit our website at www.graybar.com** **24-Hour Emergency Phone#: 1-800-GRAYBAR**

**Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill.**
**Unless noted the estimated ship date will be determined at the time of order placement.**

**Switched Disconnects and Enclosures**

**Circuit-Lock® Fused Disconnect Switches**

# Circuit-Lock® 30 Ampere Fused Disconnect Switches

## Features

- Non-metallic enclosure meets UL 50E Type 4X (watertight) 12 (dust-tight) and IP66 suitability requirements
- Fused disconnect switches accept Class “J” fuses
- Removable door for ease of wiring and installation
- Enclosure door can be locked to prevent unauthorized access. Additionally, if the switch is ON, the door cannot be opened
- Lockable highly visible red handle to meet OSHA lockout/tagout




## Ordering Information

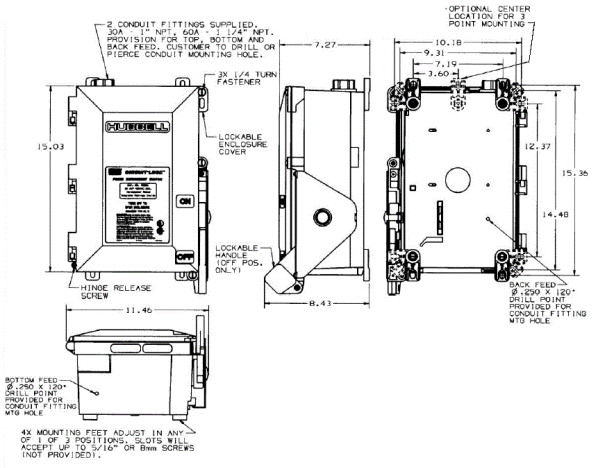
| Description | UPC Number | Catalog Number |
|---|---|---|
| 30A Circuit-Lock® Fused Disconnect Switches | 783585519302 | **FDS30** |

## Listings

UL 50E

## Specifications

| | |
|---|---|
| Enlosure Material | PBT |
| Frame & Ground Plate | Galvanized Steel |
| Enclosure Gasket | Neoprene |
| Enclosure Screws | Stainless Steel 300 Series |
| Conduit Hub | Zinc, 1 in. |




## Performance

**Electrical**

| | |
|---|---|
| Dielectric Voltage | Withstands 3000V AC minimum |
| Max. Working Voltage | 600V AC RMS |

**Mechanical**

| | |
|---|---|
| Impact Resistance | In accordance with UL 746C |
| Mounting | External fully adjustable feet |

**Environmental**

| | |
|---|---|
| Flammability | UL94-5VA and V0 Classification |
| Moisture Resistance | UL Type 4X, 12 |
| Operating Temperature | Max. Continous: 75°C; Min. Continuous: -40°C without impact |

## Complementary Products

| | |
|---|---|
| Replacement Switches | HBL30MIFRS |
| Watertight Closure Plug Kits | MICPK30 |
| Replacement Mounting Feet | HBLRFT2 |

## Online Resources

Customer Use Drawing
eCatalog
Installation Instructions

Dimensions in Inches (mm)

July 2, 2024
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: RFI #115 Clarifier 13 Conduit & Wire Replacement.Rev.1

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Excavation, concrete walk removal & replacement.
- Install new conduit from MCC-G in the Thickener building to Clarifier 13 walkway at the edge of the tank and new wire from MCC G in the Thickener building to the clarifier drive.

**Total Cost ……..……..……..……..$17,984.00**

**Pricing is firm for 30 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

Allied Mechanical Services

Cost summary

Jackson WWTP  RFI 115 Clarifier 13 Conduit & Wire Replacement Rev.1
Date; 7/2/2024

| Material | Rate | Hours/Units | Total |
|---|---|---|---|
| | | | $0.00 |
| **Equipment** | | | |
| Total Material & Equip | | | $0.00 |
| **Labor** | | | |
| Project Manager | $108.70 | 0 | $0.00 |
| Foreman | $104.35 | 0 | $0.00 |
| Journeyman | $100.00 | 0 | $0.00 |
| Apprentice | $88.70 | 0 | $0.00 |
| Safety Rep | $108.70 | 0 | $0.00 |
| Total Piping Labor | | | $0.00 |
| **OT Premium** | | | |
| Foreman 1-1/2 | $41.74 | 0 | $0.00 |
| Foreman Double | $83.48 | 0 | $0.00 |
| Journeyman 1-1/2 | $40.00 | 0 | $0.00 |
| Journeyman Double | $80.00 | 0 | $0.00 |
| Total OT Premium | | | $0.00 |
| **Sheet Metal Shop Labor** | | | |
| Foreman | $108.70 | 0 | $0.00 |
| Journeyman | $100.00 | 0 | $0.00 |
| Foreman OT | $41.74 | 0 | $0.00 |
| Journeyman OT | $40.00 | 0 | $0.00 |
| Total Sheet Metal Shop | | | $0.00 |
| Total Material, Equipment, & Labor | | | $0.00 |
| **Subcontractors** | | | |
| Centennial | | | $15,638.00 |
| Grand River | | | $0.00 |
| Total Subcontractors | | | $15,638.00 |
| Subtotal | | | $15,638.00 |
| | 15.00% | | |
| Total Value of Extra | | | **$17,983.70** |

O 517.543.9900
F 517.543.9911

CENTENNIAL ELECTRIC
COMMERCIAL INDUSTRIAL

PO BOX 490
POTTERVILLE,MI 48876

7/2/2024

ATT: Bob Sweet
Allied Mechanical Services
5688 E ML Ave.
Kalamazoo, MI 49048

RE: City of Jackson WWTP CWSRF 2022 Improvements- RFI 115 Clarifier 13 UG Replacement

Dear Mr. Sweet,

Centennial Electric, LLC, is pleased to quote you for the above mentioned project. We have included the following:

- Install (3) ¾" conduits and conductors from MCC-G to Clarifier 13 tank edge to refeed the clarifier with power and controls

| | | |
|---|---|---|
| Material: | | 6,957.00 |
| Labor: | | 5,143.00 |
| DJE: | | 1,135.00 |
| Tax: | | 418.00 |
| OH&P: | | 1,985.00 |
| Total: | $ | 15,638.00 |

Please do not hesitate to contact me with any questions.

Sincerely,

Trevor Strang
Project Manager
Centennial Electric LLC

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

**Job Name:** Jackson WWTP

**Contractor:**

**Estimator:** Mike

**Notes:**

**Bid Date:** 7/14/2022

| Summary Description | Material | | | Labor | | |
|---|---|---|---|---|---|---|
| | Extended | % | Adjusted | Extended | % | Adjusted |
| RFI 115 Clarifier 13 UG Replacement | $6,957.23 | 100.00% | $6,957.23 | 51.88 | 100.00% | 51.88 |

## Top Sheet

| | | | | |
|---|---|---|---|---|
| Raw Cost | | $13,234.90 | Sales per Month | $0.00 |
| Tax | | $417.43 | Return per Month | $0.00 |
| Raw Cost with Tax | | $13,652.33 | Price per Square Foot | $0.00 |
| Overhead | | $1,985.23 | Hours per Square Foot | 0.00 |
| Profit | | $0.00 | Square Feet | 0.00 |
| Total Return Amount | | $1,985.23 | Job Months | 0.00 |
| Total Return % | | 12.70% | Hours per Week | 0.00 |
| Remaining Labor Hours | | 0.00 | Average Hourly Rate w/ Burden | 99.12 |
| Price | | $15,637.56 | Workers per Day | 0.00 |
| Bond | | $0.00 | Total Hours | 51.88 |
| Sell Price | | **$15,637.56** | Markup Sales Tax (Overhead) | No |
| Adjusted Sell | | $0.00 | Markup Sales Tax (Profit) | No |
| Adjusted Sell Return | 0.00% | $0.00 | Use Bond Table | No |

## Labor

| Class Description | Percent of Total | Hours Distributed | Hourly Rate | Burden Rate | Burden Percent | Labor Cost |
|---|---|---|---|---|---|---|
| Journeyman 252 | 100.00% | 51.88 | $99.12 | $0.00 | 0.00% | $5,142.66 |
| Foreman 252 | 0.00% | 0.00 | $113.99 | $0.00 | 0.00% | $0.00 |
| General Foreman 252 | 0.00% | 0.00 | $123.90 | $0.00 | 0.00% | $0.00 |
| **Totals** | 100.00% | 51.88 | $99.12 | $0.00 | 0.00% | $5,142.66 |

# Bid Summary Report

**Jackson WWTP** **Estimator: Mike** **Job #2043**

## Mark Ups

| | Total | | % | OVERHEAD Amount | | % | PROFIT Amount |
|---|---|---|---|---|---|---|---|
| Materials | $6,957.23 | + | 15.00% | $8,000.82 | + | 0.00% | $8,000.82 |
| Labor | $5,142.66 | + | 15.00% | $5,914.06 | + | 0.00% | $5,914.06 |
| Supplier Quotes | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| SubContractors | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Direct Job Expense | $1,135.00 | + | 15.00% | $1,305.25 | + | 0.00% | $1,305.25 |
| Equipment Rental | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| Fixtures Quotes | $0.00 | + | 15.00% | $0.00 | + | 0.00% | $0.00 |
| **Totals** | **$13,234.90** | | **15.00%** | **$15,220.13** | | **0.00%** | **$15,220.13** |

## Tax Report

| | Taxed Amount | Tax Rate % | Tax Amount |
|---|---|---|---|
| Materials | $6,957.23 | 6.00% | $417.43 |
| Labor | $5,142.66 | 0.00% | $0.00 |
| Supplier Quotes | $0.00 | 6.00% | $0.00 |
| SubContractors | $0.00 | 6.00% | $0.00 |
| Direct Job Expense | $0.00 | 6.00% | $0.00 |
| Equipment Rental | $0.00 | 6.00% | $0.00 |
| Fixtures Quotes | $0.00 | 6.00% | $0.00 |
| | | **Total Tax:** | $417.43 |

## Direct Job Expense

| Name | Supplier | Tax (6.0%) | Unit Cost | Mult | Amount |
|---|---|---|---|---|---|
| Concrete | | No | $1,135.00 | 1.00 | $1,135.00 |
| **Totals:** | | | | | $1,135.00 |

Job Name: Jackson WWTP
Job Number: 2043
Extension Name: RFI 115 Clarifier 13 UG Replacement

| Item # | Item Name | Quantity | Book Price | U | Ext Book Price | NECA 1 | U | Labor 1 Ext | CCode | % of Extended Price | % of Extended Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Label Set: Combined, Combined, Combined, Combined, Combined** | | | | | **$6,957.23** | | | **51.88** | | **100%** | **100%** |
| CCode: <undefined> | | | | | $3,096.53 | | | 13.70 | | 44.51% | 26.41% |
| 60,299 | 1 5/8" Stainless Strut | 6.00 | $4,365.21 | C | $261.91 | 10.00 | C | 0.60 | | | |
| 60,303 | Cut/Thread PVC Coated Nipple | 6.00 | $5.00 | E | $30.00 | 0.25 | E | 1.50 | | | |
| 60,324 | Trench/Backfill | 35.07 | $68.57 | E | $2,404.61 | 0.00 | E | 0.00 | | | |
| 60,325 | Drill Wall | 6.00 | $25.00 | E | $150.00 | 0.60 | E | 3.60 | | | |
| 60,326 | Demo Sidewalk Flag | 1.00 | $250.00 | E | $250.00 | 8.00 | E | 8.00 | | | |
| CCode: Branch Rough | | | | | $2,377.84 | | | 29.75 | | 34.18% | 57.34% |
| 1,262 | 3/4 GRC | 40.00 | $843.02 | C | $337.21 | 6.00 | C | 2.40 | cb | | |
| 1,449 | 16 OZ CAN SEALING CEMENT | 1.00 | $19.70 | E | $19.70 | 0.00 | X | 0.00 | cb | | |
| 1,457 | 1-OZ WOOL FIBER | 1.00 | $18.79 | E | $18.79 | 0.00 | X | 0.00 | cb | | |
| 2,398 | 3/4 GRC LB BODY | 4.00 | $22.70 | E | $90.80 | 0.65 | E | 2.60 | cb | | |
| 2,458 | 3/4 GRC FLAT COVER | 4.00 | $10.05 | E | $40.20 | 0.00 | X | 0.00 | cb | | |
| 2,470 | 3/4 GRC GASKET | 4.00 | $3.20 | E | $12.80 | 0.00 | X | 0.00 | cb | | |
| 2,731 | 3/4 LOCKNUT | 8.00 | $127.96 | C | $10.24 | 0.12 | E | 0.96 | cb | | |
| 2,769 | 3/4 BUSH PLASTIC | 10.00 | $158.23 | C | $15.82 | 0.12 | E | 1.20 | cb | | |
| 4,263 | 3/4 GRC/PVC COUP | 12.00 | $1,268.14 | C | $152.18 | 0.35 | E | 4.20 | cb | | |
| 4,290 | 3/4 GRC/PVC 90 ELBOW | 6.00 | $4,517.44 | C | $271.05 | 0.60 | E | 3.60 | cb | | |
| 4,588 | 3/4 GRC/PVC LB BODY | 3.00 | $146.02 | E | $438.06 | 0.65 | E | 1.95 | cb | | |
| 5,070 | 3/4 PVC 80 | 40.02 | $324.95 | C | $130.03 | 4.50 | C | 1.80 | cb | | |
| 60,302 | 3/4 GRC/PVC COATED | 69.00 | $1,218.79 | C | $840.97 | 16.00 | C | 11.04 | cb | | |
| CCode: Hangers/Anchors | | | | | $15.92 | | | 0.97 | | 0.23% | 1.87% |
| 3,315 | 1/4-20 X 3/4 RH MACH SCREW | 5.00 | $8.08 | C | $0.40 | 2.75 | C | 0.14 | ch | | |
| 3,696 | 1/4 FLAT STL WASHER | 5.00 | $282.75 | C | $14.14 | 0.70 | C | 0.04 | ch | | |
| 3,774 | 1/4 MACHINE BOLT ANCH | 5.00 | $27.49 | C | $1.37 | 16.00 | C | 0.80 | ch | | |
| CCode: Straps | | | | | $562.65 | | | 0.92 | | 8.09% | 1.77% |
| 3,073 | 3/4 GRC 1H STL STP | 5.00 | $233.39 | C | $11.67 | 4.00 | C | 0.20 | cs | | |
| 4,846 | 3/4 GRC/PVC 1H STRAP | 18.00 | $30.61 | E | $550.98 | 4.00 | C | 0.72 | cs | | |
| CCode: Lugs/Termination/Ground | | | | | $0.00 | | | 0.42 | | 0% | 0.81% |
| 5,767 | 20A WIRE TERMINATION | 2.00 | $0.00 | X | $0.00 | 0.14 | E | 0.28 | sl | | |

Job Name: Jackson WWTP
Job Number: 2043
Extension Name: RFI 115 Clarifier 13 UG Replacement

| Item # | Item Name | Quantity | Book Price | U | Ext Book Price | NECA 1 | U | Labor 1 Ext | CCode | % of Extended Price | % of Extended Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 5,768 | 30A WIRE TERMINATION | 1.00 | $0.00 | X | $0.00 | 0.14 | E | 0.14 | sl | | |
| CCode: Branch Wire | | | | | $904.30 | | | 6.12 | | 13% | 11.8% |
| 60,277 | 14 THHN CU STRANDED | 720.00 | $663.54 | M | $477.75 | 5.00 | M | 3.60 | wb | | |
| 60,282 | 10 THHN CU STRANDED | 360.00 | $1,184.87 | M | $426.55 | 7.00 | M | 2.52 | wb | | |
| | | | | | **$6,957.23** | | | **51.88** | | | |

**Change Order No. 6**
**To Contract for**
**Jackson WWTP CWSRF 2022 Improvements**
**Wastewater Treatment Plant Jackson, Michigan**

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

| | |
|---|---|
| **ORIGINAL CONTRACT AMOUNT** | **$11,030,000.00** |
| **CHANGE ORDER NO. 1** | **$158,668.00** |
| **CHANGE ORDER NO. 2** | **$704,785.00** |
| **CHANGE ORDER NO. 3** | **$103,054.00** |
| **CHANGE ORDER NO. 4** | **$40,345.00** |
| **CHANGE ORDER NO. 5** | **$39,149.00** |
| **CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDERS NO. 1 THROUGH NO. 5** | **$12,076,001.00** |
| **CHANGE ORDER NO. 6** | **$59,039.00** |
| **NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 6** | **$12,135,040.00** |

**REASON FOR AMENDMENT:**

As outlined in the attached memo from Fishbeck, additional work is needed for the following: Revisions to programming for the primary sludge system. At the strainer control panel, to provide wiring back to SCADA panel AEPP. At the primary sludge pumps, to provide instrumentation for monitoring. At Unit Substation 4, to provide investigation and attempts to clear and reuse the existing conduit. At Primary Clarifiers 1–6, to provide instrumentation and wiring for protective alarms. At the aeration tank valve, to provide electrical disconnects for safe operation and maintenance. At Primary Clarifier 13, to replace degraded underground conduit and wiring and associated sidewalk. The changes outlined in this change order will have no impact on the substantial completion date of May 1, 2025.

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Bob Sweet, Project Manager
Allied Mechanical Service, Inc

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** 2024-2028 Labor Agreement between the City of Jackson and the International Association of Fire Fighters Local 1306 (IAFF)

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**Recommendation:**

Approve the 2024-2028 Labor Agreement between the City of Jackson and the International Association of Fire Fighters Local 1306 (IAFF)

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** Doria LaPorte, Human Resources Director

**DATE:** July 16, 2024

**RECOMMENDATION:** Approve the 2024-2028 Labor Agreement between the City of Jackson and the International Association of Fire Fighters Local 1306 (IAFF)

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## ISSUE STATEMENT

This memorandum is to advise the Council that management's discussions with the International Association of Fire Fighters Local 1306 (IAFF) for a negotiated labor contract have ended with achieving a negotiated labor contract for the years 2024-2028.

The City of Jackson has four collective bargaining units. The City works with representatives of each unit to negotiate the terms of an agreement which lay out conditions of employment. This agreement is then brought to the respective union members for a vote, and sent to the City Council for review, discussion, and approval. Of those four bargaining units, the International Association of Fire Fighters Local 1306 contract expires at the end of June 2024. The IAFF unit represents the city's thirty-one (31) employees in the following classifications:

- Firefighter (19)
- Fire Lieutenant (6)
- Fire Inspector (1)
- Fire Captain (3)
- Assistant Fire Chief (2)

As part of the negotiation process, staff and union representatives looked at both internal and external market comparisons regarding wages and benefits. City staff and union members from the IAFF bargaining unit have found common ground for a settlement on a contract that spans four (4) years. At this time, staff is asking the Council to consider the draft contract for the IAFF unit whose members have voted to accept the proposed terms and conditions.

## DESCRIBE THE CONSEQUENCES

The IAFF unit and the City have achieved the main objective of collective bargaining by coming to a strong mutual agreement on employment terms that benefit both parties involved. Without Council approval of the new certified bargaining agreement, the relationship between management and the IAFF unit will suffer as both parties will not be able to reap the negotiated benefits that they both credit to contribute to a successful working organization.

## OWNERSHIP

This memorandum is to advise the Council that management's discussions with the International Association of Fire Fighters Local 1306 (IAFF) for a negotiated labor contract have ended with achieving a negotiated labor contract for the years 2024-2028.

The City of Jackson has four collective bargaining units. The City works with representatives of each unit to negotiate the terms of an agreement that lays out conditions of employment. This agreement is then brought to the respective union members for a vote and sent to the City Council for review, discussion, and approval. Of those four bargaining units, the International Association of Fire Fighters Local 1306 contract expires at the end of June 2024. The IAFF unit represents the city's thirty-one (31) employees in the following classifications:

- Firefighter (19)
- Fire Lieutenant (6)
- Fire Inspector (1)
- Fire Captain (3)
- Assistant Fire Chief (2)

Management has been engaged actively with the Association of Fire Fighters Local 1306 (IAFF) for several months to achieve a mutually agreeable labor contract for our fire suppression staff. Within the past week, the parties arrived at mutually agreeable language for all the contract articles, which included a wage package that would keep our fire suppression staff within the 75th percentile of the top-paid supervisory fire departments in Michigan in relation to our identified comparable cities per GovHR and other enhancements to the fire suppression staff's working conditions.

City staff and union members from the IAFF bargaining unit have found common ground for a settlement on a contract that spans four (4) years.
As part of the negotiation process, staff and union representatives looked at both internal and external market comparisons regarding wages and benefits. The City's compensation policy objectives include:

- Internal Equity - maintaining a compensation and benefit package that is as consistent as possible between the City's four union and non-union groups.
- External Equity- maintaining compensation and benefits packages that are equivalent to comparable cities for comparable positions.

The following are the substantive changes to the current terms:

## 1. Contract Duration:

- Article 29: Term of 4 years from 7/1/2024 – 6/30/2028

## 2. Wages:

- Section 6.1: Effective July 1, 2024, employees hired on or after July 1, 2012, shall be paid at the Schedule I wage scale thus eliminating Schedule II.
- Section 6.1 Cost of Living Adjustment of 0% effective July 1, 2024, 0% effective July 1, 2025, 3% effective April 1, 2026, and 2% effective April 1, 2027.
- Appendix A: The City and the Union agree to add a 1.5 step to the IAFF salary schedule for this CBA to accurately reflect current process.
- Appendix A: The City and the Union agree to strike the preceding rate language on the IAFF salary schedule to remove the provision that the IAFF members are to take a step back in pay for their probation period when promoted.
- Section 6.4: Call-Back Pay: Addition of new language stating a Fire Inspector called back for a fire-related call will receive compensation for actual time worked at the rate of time and one-half their regular hourly rate. They may choose to work the entire four hours referenced in Section 6.4.

## 3. Agency Shop:

- Section 4.3: Language has been modified in this section to reflect the current Union due collection schedule in place (biweekly).

## 4. Union Activities:

- Section 5.2: Language added to include Union conventions, conferences, seminars, classes, trainings, and symposiums with approval of the Director of Police and Fire Services.

## 5. Staffing Assignments:

- Section 8.3: New language entered in the agreement stating that members may be selected to receive training/certification as Fire Investigator, including when deemed necessary, a certified Fire Investigator of the department or the Summit Township Fire Department shall be utilized. Management agreed to consult with the Union regarding any changes to the policy and/or protocol related to Fire Investigators. This reflects current practice.
- Section 8.4: New language entered in the agreement stating the Fire Inspector shall provide recommendations regarding fire safety compliance, but the final

sign-off authority remains with the Fire Marshal, who will make the ultimate decision based on the inspector's findings and reports.

## 6. Sick Leave, Funeral Leave, Military Leave and Personal Leave:

- Section 10.5: New language agreed upon permits members who present official military orders to be compensated the differential amount between an employee's military leave pay and regular pay for a normal shift up to a maximum of 15 military days annually.
- Section 10.6: New language agreed upon states effective July 1, 2024, firefighters shall accrue thirty-six (36) hours of personal leave time, which can be used for any purpose on proper notice and at no less than one (1) hour intervals, with the approval of the Deputy Chief. Members assigned to forty (40) hour positions shall accrue eight (8) hours of personal leave. Personal leave time that is approved is not subject to cancellation.

## 7. Insurance:

- Section 11.1: Termination of member and spouse participation in annual cotinine testing.
- Section 11.2: Effective July 1, 2024, an agreement has been made to allow IAFF members to elect MERP as their Retiree Health Savings Plan contingent upon the feasibility of changing the MERS plan document in place. A decision on this matter shall take place before January 1, 2025. In the event an IAFF member does not elect MERP, the RHS plan in place will apply.

## 8. Subsistence Allowance:

- Section 13.1: Increase in the annual subsistence allowance for members from $8.00 an employee to $12.00 ( $5.00 for lunch and $7.00 for dinner) for each day actually worked. In addition, all union 40-hour positions shall receive an annual subsistence allowance of $5.00 for each day actually worked.

## 9. Duties and Assignments:

- Section 14.8: Language changed to increase the length of time that Management can temporarily assign employees and language changed to decrease the notice required before moving an employee. Language added that an employee temporarily moved cannot be moved again for 365 days.
- Section 14.9: New section added to outline shift rebids and in-shift rebids.

## 10. Training and Education:

- Section 21.1: The maximum annual reimbursement per employee shall now be $1250 from $800.

## 11. Pension Age and Service Requirements:

- Section 23.8: For the duration of this agreement, both the City and Union parties agree and acknowledge the terms of the letter of agreement between the City of Jackson and Local No. 1306 of the International Association of Firefighters signed on December 18, 2023, regarding Pension Age and Service Requirements, remains in place for all current and future members eligible for pension benefits. The terms of this LOA grant retirement eligibility for members who have twenty-five years of service. The cost of increased member pension contributions is paid by the union members. In addition, language in this section was modified for employees hired on or after July 1, 2012, who are members of the hybrid pension system, the state that the City shall contribute a flat six percent (6%) ( previously 3%) to the defined contribution pension plan and the employee must contribute a six percent (6%) (previously 3- 12%).

## 12. Seniority:

- Section 24.2: New language allowing management to elect to extend the probationary period for members that have two or more substandard reviews up to an additional six months during the twelve-month probationary period; the purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify them for regular employee service.

## 13. Promotions:

- Section 25.3: New language stating that the Fire Inspector shall be appointed by the Director of Police and Fire Services.
- Section 25.5 New language granting educational credits for a Master’s degree, and a State of Michigan AEMT or Paramedic License.

## 14. Physical Fitness:

- Section 26.1: Language modified to reflect that a member will be reimbursed for proven expenses at an approved facility, not to exceed the cost of a one-person adult membership at the Y Center, if the member uses that facility provided the employee shows proof of at least eighty-four (84) visits to the approved facility. Requiring proof of visits ensures the City has paid for a membership that has been utilized.
- Section 26.1: New language stating that the City and Union may mutually agree to a Physical Fitness Testing Program as a replacement for the Wellness Incentive program.

## SOLUTION

At this time, staff is asking the Council to consider the draft contract for the IAFF unit whose members have voted to accept the proposed terms and conditions.

## FACILITATE IMPLEMENTATION

Staff recommends approval of the 2024-2028 IAFF unit contract terms.

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ATTACHMENTS

1. DL FINAL Draft IAFF LABOR AGREEMENT 2024-2028
2. DL FINAL Department report memo IAFF 7.5.2024
3. DL w-track FINAL Draft IAFF LABOR AGREEMENT 2024-2028

# LABOR AGREEMENT

July 1, 2024 - June 30, 2028

BETWEEN

CITY OF JACKSON

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Local 1306

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## AGREEMENT

THIS AGREEMENT, entered into effect this 1st day of July, 2024, between the CITY OF JACKSON, MICHIGAN, a Municipal Corporation hereinafter called the "City," and LOCAL NO. 1306 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the SUMMIT/JACKSON FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter called the "Union."

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

## ARTICLE 1 – PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of the Public Acts of 1965, as amended, to incorporate understandings reached into a written Agreement.

## ARTICLE 2 – COVERAGE

This Agreement shall be applicable to all sworn employees of the Fire Department of the City, except the Chief and Deputy Chief thereof and except civilian employees and Fire Cadets.

## ARTICLE 3 – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of said employees of the Fire Department, for the purpose of collective bargaining in regard to wages, hours and other terms and conditions of employment.

## ARTICLE 4 - AGENCY SHOP

**Section 4.1.** All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Union in good standing, following the date of signing of this Agreement, or at the beginning of their employment, shall, as a condition of their employment, remain members of the Union in good standing during the term of this Agreement, or shall pay Union dues in accordance with the provisions of Section 4.2 thereof.

**Section 4.2**. Any employee covered by this Agreement who is not, or does not become a Union member, shall be required, within thirty (30) days from the effective date hereof, or in the case of a new employee, within thirty (30) days from the date of his/her employment, as a condition of employment, to have an amount equal to the Union monthly dues, not including any initiation fees, deducted from his/her wages in the same manner as check-off Union dues.

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**Section 4.3.** Upon receipt of a written authorization from any employee covered by this Agreement, the City will, every pay period of the month, deduct from the employees' pay, the amount owed to the Union by such employee for Union membership dues.

**Section 4.4.** The Union agrees to furnish to the City written authorizations, in suitable legal form, for such pay deductions from its members and to present such forms forthwith to all employees covered by this Agreement who are nonmembers for signature. In the event the Union, after a good faith effort, fails to procure the signature of such nonmembers, it shall notify the City forthwith.

**Section 4.5.** The Union will indemnify, defend and hold the City harmless against any claims made, liability incurred, and any suit instituted against the City on account of any check-off of Union dues and against any liability of any kind whatsoever arising to the City from the provisions of this Article.

**Section 4.6.** The Union agrees to refund to the City any amounts paid to it in error, on account of the provisions of this Article upon presentation of proper evidence thereof.

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## ARTICLE 5 - UNION ACTIVITIES

**Section 5.1. General.** Employees and their Union representatives shall have the right to join the Union, to engage in lawful activities for the purposes of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, or complaint in accordance with the procedures set forth in this Agreement, related to the conditions or compensation of their employment, all free from any and all restraint, coercion, discrimination, or reprisal.

**Section 5.2. Released Time**. Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay for Union purposes ( IAFF or MPFFU sponsored conventions, conferences, seminars, classes, trainings, and symposiums), with the approval of the Director of Police and Fire Services, including negotiations with the City and settlement of grievances arising under this Agreement. Union delegate members, not to exceed two (2) in number, shall be afforded time off with pay to attend the Michigan Professional Firefighters Convention held every two (2) years not to exceed three (3) days and the same shall apply to Union delegates attending the International Association of Fire Fighters Convention held every two (2) years, not to exceed five (5) days.

A. Prior to January 1 of each year, the Union shall notify the Director of Police and Fire Services which officers will be responsible for grievance processing during the succeeding calendar year.

In addition, prior to vacation picks each year, the Union shall notify the Chief which delegates will be attending conventions during the succeeding twelve (12) months and the dates of said conventions.

**Section 5.3. Bulletin Boards**. The Union shall be provided suitable bulletin board space at each fire station for the posting of Union notices of the following type:

1. Notices of recreational and social events of the Union.

2. Notices of Union election.

3. Notices of results of Union elections.

4. Notices of meetings of the Union.

5. Also, such other notices as receive the prior approval of the Director of Police and Fire Services.

Such space shall be identified with the name of the Union and the Union will designate persons responsible therefor and inform the City of the names of such persons.

**Section 5.4. Union Meetings.** The Union may hold its general or special meetings on Fire

Department property if the Union obtains prior approval of the Chief of the Fire Department, and further provided that if permission is granted, it does not disrupt the duties of the employees or the efficient operations of the Department. Executive Board meetings may be held on Fire Department property as long as they do not disrupt the Fire Department operations and advance notice is given to the Director of Police and Fire Services of such meetings.

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## ARTICLE 6 - WAGES

**Section 6.1. Rates of Pay.**

A. The job classifications, applicable rates of pay, and periodic increases therefor are set forth in Appendix A attached hereto and by this reference made a part thereof.

B. The following method shall be used in calculating rates of pay in the future for Class Grades 58: Class Grade 58 shall be 15.0% higher than Class Grade 55.

C. The salary rates for the period of July 1, 2024 through June 30, 2028 shall be as set forth in the attached Appendix A, Schedule I

D. Effective July 1, 2024, employees hired on or after July 1, 2012 shall be paid at the Schedule I wage scale thus eliminating Schedule II.

| | |
|---|---|
| Year 1 | 0% |
| Year 2 | 0% |
| Year 3 (Effective 4/1/2026) | 3% |
| Year 4 (Effective 4/1/2027) | 2% |

**Section 6.2. Holiday Pay.**

A. All personnel in the Fire Department working on the platoon system and thereby required to work on ordinarily observed holidays shall be entitled and are hereby granted leave of absence in the amount of four (4) work shifts (96 hours) in lieu of receiving holidays and this additional time off in lieu of holidays shall be at such time as agreed upon by the Chief of the Department and in accordance with vacation scheduling policy.

Such employees hired after January 1 of any given year, but before October 1 of said year, shall be allowed to select one (1) duty day off for every three (3) holidays which occur during said nine (9) month period, provided said employee is still employed after the holidays occur for which they are claiming duty days off. Such duty days must be taken off prior to December 31 of the year in which hired.

Effective January 1, 2009, when an employee on the platoon system works on any day celebrated as one of the specified holidays listed below, he shall be paid one and one-half times his regular straight time hourly rate for all hours worked on the holiday. Time worked for this purpose will include those hours between 12:01 a.m. and 12:00 midnight on the day the holiday is observed.

Employees who retire in accordance with either City retirement program on or after January 1 of any given year, shall be entitled to a pro-rata holiday pay-off of one (1) duty day for each three (3) holidays that occur prior to the employee's retirement, unless the employee has elected to schedule the holiday leave days off as part of his/her vacation pick.

B. All other full-time employees not working on the platoon system shall receive holidays as follows:

| | |
|---|---|
| The first day of January | New Year's Day |
| The third Monday of January | Martin Luther King Day |
| The third Monday of February | Presidents' Day |
| The Friday immediately preceding Easter | Good Friday |
| The last Monday in May | Memorial Day |
| The fourth day of July | Independence Day |
| The first Monday of September | Labor Day |
| The eleventh day of November | Veteran's Day |
| The fourth Thursday of November | Thanksgiving Day |
| The Friday immediately following Thanksgiving. | |
| The day before Christmas | Christmas Eve Day |
| The twenty-fifth day of December | Christmas Day |

If a holiday falls on any such employee's regularly scheduled day off, he/she shall celebrate such holiday on his/her closest regularly scheduled working day. Any holiday which falls within an employee's vacation period shall not be considered as part of the vacation period and the employee shall receive his/her full vacation and one (1) additional day for each holiday which falls within such vacation period.

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**Section 6.3. Overtime Pay.** All employees covered by this Agreement shall be paid overtime pay for all authorized overtime work at the rate of time and one-half (1-½) in cash. For purposes of this Agreement, the employee's hourly rate of pay shall be the annual salary for each employee divided by 2080 hours.

**Section 6.4. Call-Back Pay.** Except for scheduled overtime, when an employee is called back to work at any time other than his/her regular designated shift, he/she shall be given not less than four (4) hours work at one and one-half (1-½) times his/her regular rate. Provided, however, that all other work in addition to the first four (4) hours shall be paid at such regular rate, except to the extent that the same may entitle the employee to overtime pay as provided for in Section 6.3. This provision shall not apply to employees who are called back prior to their normal starting time and continue to work their regular shift thereafter. In these cases, employees shall only receive call back pay for the hours worked prior to the start of his/her regularly starting time.

Further, no call-back pay will be paid more than once during any twelve (12) hour period. For purposes of computation of call-back pay, as such, the employee's hourly rate will be computed by dividing his/her annual salary by 2080 hours.

In the event of sick leave or worker's compensation leave, employees working the platoon system must work one (1) regular work shift before being eligible for any unscheduled overtime call-back.

A Fire Inspector called back for a fire related call or as an investigator outside of the business hours, will be compensated for actual time worked at the rate of time and one-half their regular hourly rate. They may choose to work the entire four (4) hours referenced in Section 6.4.

## ARTICLE 7 - HOURS OF EMPLOYMENT

**Section 7.1. Work Week.** The work week of employees in the fire suppression division shall be fifty-six (56) hours per week on a three (3) platoon system (California system). The Assistant Chief who are not assigned to a suppression shift shall be considered salaried employees for purposes of their regular work assignments. Other non-suppression employees (including suppression employees assigned to light duty on a 40-hour schedule) shall normally work a forty (40) hour week; their normal hours shall continue to be eight (8) hours per day, five (5) days per week. These eight-hour employees are eligible to adjust their work schedules to accommodate work-related meetings, presentations, etc., as well as personal appointments. Schedule adjustments are subject to the approval of the Director of Police and Fire Services.

The Assistant Chief may be required to rotate availability for call during off-duty hours and shall respond to calls via car radio or a pager, which shall be carried at all times when on call. The types of calls that require a response by the on-call Assistant Chief shall be controlled by Department policy. Assistant Chief who are required to report for emergencies outside business hours will be compensated for reporting to work for actual time worked at the rate of time and one-half their regular hourly rate. Assistant Chief who respond to emergency call-in may choose to work the entire four (4) hours referenced in Section 6.4.

Assistant Chief who are assigned to a suppression shift shall be considered hourly employees for purposes of their regular work assignments, and will be compensated for working additional hours in the same manner as other suppression staff.

Any changes or adjustments in the fire fighter work week, hours per week or platoon system shall be made only after negotiations and agreement between the parties. If such changes are hereafter mandated by law, then the parties hereafter may utilize all existing legal procedures for negotiating the economic impact of those changes upon the respective parties. Such procedures shall include negotiation, fact finding, mediation and arbitration.

**Section 7.2. Trading of Days**

A. Employees in the suppression division shall be permitted to voluntarily trade work or leave days with the approval of the Chief of the Department.

B. When trading of days occur, an employee holding a lower classification may trade with someone in a higher classification and will be paid the acting rate for a higher classification when appropriate. When the trading of such time is reversed or paid back for the previous trade, such trade will be permitted only when there is a vacancy present on that shift in the higher classification so that no requirement to pay out-of-grade pay exists. Traded time shall not require more than three (3) Captains or three (3) Fire Motor Drivers to be on duty on any one shift.

C. Time trades (or time trades in combination with vacation leave) should not place the employee in a position to be away from work for longer than 30 calendar days. Time trades used in combination with paid sick leave to cover an extended leave of absence may exceed 30 calendar days. The seniority date and service date of employees who are absent more than 30 consecutive calendar days, for reasons of unpaid sick leave and/or time trades will be adjusted accordingly. Similarly, sick leave accrual may be impacted by extended time trade periods (see Section 10.1.b).

**Section 7.3. Short Time Trades**. Employees in the suppression division shall be permitted to voluntarily trade one (1) short time period during the work or leave day, with the approval of the Chief of the Department (or designee). "Short time" shall be defined as twelve (12) hours or less in any twenty-four (24) hour shift, and the trading of such time is not limited to employees holding the same rank. In general, the employee working the short time trade will assume the responsibilities and assignment of the employee they are replacing so as to avoid excessive movements. Exceptions to the general rule will be made when it is necessary to reassign a Fire Fighter to act as a Driver or to reassign a Driver to act as a Captain, as a result of the trade.

**Section 7.4. All Time Trades.**

A. If an employee fails to report for duty on a time trade, the employee will forfeit hours of unscheduled vacation (or scheduled vacation at the employee's discretion) for the hours of the uncovered trade. If the employee does not have any unscheduled vacation in his bank at the time of the missed trade, and chooses not to forfeit scheduled vacation, the hours will be deducted from the next year's vacation bank prior to any new vacation time being scheduled for the next year. If the employee terminates employment before the vacation is forfeited, compensation for an equivalent period will be deducted from the employee's final payout. Vacation forfeited in this manner will be considered as time worked for purposes of the negotiated time trade.

B. Time trades will be completed within two (2) calendar years except in extraordinary

Circumstances.

**Section 7.5. Leave Donation.** Fire department members may give time from their leave banks to other fire department members at the sole discretion of the Director of Police and Fire services.

## ARTICLE 8 – STAFFING ASSIGNMENTS

**Section 8.1.** The emergency and nonemergency dispatching of Fire Department personnel shall be performed by a central dispatch service. The Fire Department employees may be assigned and expected to place paging devices in their homes as part of the call-back system to be used. Employees may, but shall not be required to, carry these paging devices with them when they leave their homes during off-duty hours.

**Section 8.2.** The City agrees to continue the practice of assigning a Captain or Acting Captain to the ladder truck on each shift and the parties agree that the pumpers may be used to perform emergency medical runs. A Captain or Acting Captain will continue to staff the Aerial apparatus on a daily basis. With the exception of the Aerial, a Lieutenant or Acting Lieutenant will be assigned to every apparatus that is in service for the shift. There shall be a minimum of two (2) Lieutenant position's assigned to each shift.

In the event there is an acting Officer on the Primary Mutual aid apparatus and there is a promoted Officer available, the promoted Officer will assume the Officer's role on that apparatus.

**Section 8.3.** Employees covered by this Agreement may be selected to receive training/certification as a Fire Investigator. When deemed necessary, a certified Fire Investigator of the Department or of the Summit Township Fire Department shall be utilized. Management agrees to consult with the Union regarding any changes to the policy and/or protocol related to Fire Investigators.

**Section 8.4.** The Fire Inspector shall provide recommendations regarding fire safety compliance, but the final sign-off authority remains with the Fire Marshal, who will make the ultimate decision based on the inspector's findings and reports.

## ARTICLE 9 - VACATIONS

**Section 9.1. Eligibility and Amount**.

A. All present employees covered by this Agreement who work the platoon system (56-hour week) in the suppression division, shall accrue vacation leave as follows:

Employees working the platoon system shall be entitled to carry over no more than eighty-four (84) hours vacation leave, except that such employees with ten (10) or more years of service shall be entitled to carry over no more than one hundred sixty-eight (168) hours vacation leave. This carry over shall be computed as vacation leave accrued on December 31 of any year.

All employees working the platoon system shall normally be granted their first pick, one (1) vacation period of no less than 144 hours which includes 96 hours of leave in lieu of holidays. A maximum of 216

hours shall be allowed from April 1 through September 30 of each year. There shall be no maximum number of hours from January 1 through March 31 and from October 1 through December 31. Second picks and beyond can be in any amount in twelve (12) hour increments where vacation openings occur.

All employees covered by this Agreement who work the platoon system (56-hour week) in the suppression division, shall accrue vacation leave as follows:

ANNUAL

| YEARS OF SERVICE | ACCRUAL | BASIS OF ACCRUAL |
|---|---|---|
| Less than five years | 168 hrs. | 14 hrs. per mo. worked |
| 5 but less than 10 years | 180 hrs. | 15 hrs. per mo. worked |
| 10 but less than 15 years | 216 hrs. | 18 hrs. per mo. Worked |
| 15 but less than 20 years | 288 hrs. | 24 hrs. per mo. worked |
| 20 or more years | 312 hrs. | 26 hrs. per mo. Worked |

B. All present employees covered by this Agreement who work a forty (40) hour week (non- platoon, non-suppression) shall accrue vacation leave as follows:

Employees working a forty (40) hour week (non-platoon, non-suppression) shall be entitled to carry over no more than forty (40) hours vacation leave, except that such employees with ten (10) or more years of service shall be entitled to carry over no more than eighty (80) hours vacation leave. This carry over shall be computed as vacation leave accrued on December 31 of any year.

All employees working the forty (40) hour week (non-platoon, non-suppression) shall normally be granted one (1) vacation period of at least eighty (80) hours. All vacation usage shall be under the direction and approval of the Director of Police and Fire Services.

ANNUAL

| YEARS OF SERVICE | ACCRUAL | BASIS OF ACCRUAL |
|---|---|---|
| Less than 5 years | 80 hrs. | 6.66 hrs. per mo. worked |
| 5 but less than 10 years | 96 hrs. | 8 hrs. per mo. worked |
| 10 but less than 15 years | 120 hrs. | 10 hrs. per mo. worked |
| 15 but less than 20 years | 160 hrs. | 13.33 hrs. per mo. worked |
| More than 20 years | 184 hrs. | 15.33 hrs. per mo. Worked |

C. Annual accrual will be credited on January 1 of each year in the hourly amounts shown for all

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present employees with five (5) or more years of service. For employees with one (1) but less than five (5) years of service, vacation will accrue at the rate of one-half (½) the employees' current annual vacation leave for each six (6) months of continuous service. For employees hired subsequent to February 17, 1989, vacation leave shall accrue at the rate stated above and be credited to each employee's account at the completion of each month worked. "Each month worked" for accrual purposes shall include time off duty charged against vacation leave, sick leave, duty-disability leave or similar types of absence only as long as the employee continues to remain on the active payroll and receives a bi-weekly paycheck as a regular employee. An employee's anniversary date, for purposes of this Section, shall be the date of hire as a regular employee of the City and shall be the date each month upon which vacation leave is accrued. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

D. All employees covered by this Agreement shall take at least one (1) vacation leave period each year utilizing the minimum number of hours as indicated above. Additional time off may be scheduled as vacation accrual and departmental operations allow.

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**Section 9.2. Designation of Vacation Period**. Employees shall be afforded a reasonable time to designate their preferred vacation period(s), with such selection to be made prior to January 1 of each year. The Director of Police and Fire Services shall schedule vacation leave with particular regard to department seniority of employees and with regard to departmental operating requirements and, insofar as possible, with the written request of the employees.

Absence on account of sickness, injury or disability in excess of hereinafter authorized for such purposes, may, at the request of the employee and with the approval of the Director of Police and Fire Services, be charged against vacation leave accrual.

**Section 9.3. Payoff of Accrued Vacation Leave**. If an employee with less than five (5) years of credited service, who is otherwise eligible for vacation with pay quits or is discharged and not reinstated on or after the monthly anniversary date upon which he/she qualified for such vacation with pay without having received same, such employee will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such monthly anniversary date. If an employee quits or is discharged prior to the monthly anniversary date upon which he/she would be qualified for a vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such monthly anniversary date.

**Section 9.4. Additional Vacation Days**. Effective June 30, 1994, additional vacation time shall be granted to the ranking employees as follows:

Assistant Chief - 2 (8-hour) days

Employees may add such additional bonus time to their vacation leave, and if so, then must follow the requirements of vacation leave provisions. Employees shall have the option of either selling the day(s) back or using said day(s) as vacation time. Members entitled to said incentive payments shall make their election no later than July 1 of each year. Members shall be paid on the cash option no later than August of each year.

Requirements Governing Additional Vacation Time:

A. Time shall be given on the 1st of July each year.

B. Newly promoted employees shall be entitled to this vacation on a prorated basis until July 1st following the promotion, at which time they shall start receiving the full benefit.

C. This time shall be used in the fiscal year in which it is given and cannot be carried over.

**Section 9.5. Vacation Credit Conversion.** When it is necessary for the employer to assign an employee to a 40-hour work week from a 56-hour work week, whether temporary or permanent, the employee's vacation credits will be converted as outlined below.

Vacation time credits will be converted by multiplying the employee's current number of hours by the results of dividing the employee's vacation accrual as a 40-hour work week employee by the vacation accrual he/she would earn as a 56-hour work week employee. As of January 15, 2021, the formula would be:

| | |
|---|---|
| Less than 5 years of service: | 80 / 168 = 0.4762 |
| More than 5 years, but less than 10 years: | 96 / 180 = 0.5333 |
| More than 10 years, but less than 15 years: | 120 / 216 = 0.5556 |
| More than 15 years, but less than 20 years: | 160 / 288 = 0.5556 |
| More than 20 years: | 184 / 312 = 0.5897 |

In the event of a temporary assignment, when the employee is returned to a 56-hour work week, their sick and vacation credits will be converted again:

Vacation:

| | |
|---|---|
| Less than 5 years of service: | 168 / 80 = 2.100 |
| More than 5 years, but less than 10 years: | 180 / 96 = 1.875 |
| More than 10 years, but less than 15 years: | 216 / 120 = 1.800 |
| More than 15 years, but less than 20 years: | 288 / 160 = 1.800 |
| More than 20 years: | 312 / 184 = 1.696 |

In this section, temporary shall be defined as 30 days or more unless agreed upon by the Union and employer.

## ARTICLE 10 - SICK LEAVE, FUNERAL LEAVE & MILITARY

**Section 10.1.** Every seniority employee covered by this Agreement who works a fifty-six (56) hour work week schedule shall accrue twelve (12) hours of sick leave allowance for each completed calendar month of service. When a fifty-six (56) hour employee actually uses a day of sick leave, he/she shall have twenty-four (24) hours deducted from his/her accumulated unused sick leave.

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Every seniority employee who works a forty (40) hour work schedule shall accrue eight (8) hours of sick leave allowance for each completed calendar month of service. When a forty (40) hour employee actually uses a day of sick leave, he/she shall have eight (8) hours deducted from his/her accumulated unused sick leave.

Such sick leave allowance may only be used by an employee when incapacitated to perform his/her duties due to sickness or injury, or when quarantined, or in the event of a serious illness or death in the employee's immediate family. All foreseeable leaves for such purposes shall require specific prior approval of the Director of Police and Fire Services. In the event of sick leave for any purpose, the Director of Police and Fire Services may require a certificate of a medical doctor or other competent professional individual giving information as to the circumstances involved. The immediate family, for these purposes, shall be regarded to include the parents, current spouse, children, brothers, sisters, grandparents, grandchildren and current parents-in-law.

A. The rate of accrual and usage of sick leave allowance as described above shall be initially computed by this method retroactively to the date each current employee in the unit was hired as a sworn officer in the Jackson Fire Department.

B. In order to accumulate sick leave for any given month, an employee must actually work one hundred twenty (120) hours or be on Worker's Compensation, vacation or holiday.

C. Effective July 1, 1991, the City hereby agrees to pay retirees after that date an amount equal to one hundred percent (100%) of salary for unused sick leave at the time of retirement with a maximum of seven hundred twenty (720) hours accumulation.

D. It is understood and agreed that sick leave will not be abused. An employee who makes a false claim for paid sick leave shall be subject to appropriate disciplinary action depending on the circumstances involved.

E. Employees are required to provide medical certification of illness or injury supporting the employees' inability to work in all of the following circumstances. (Appropriate certification to use sick leave as funeral leave may also be required in these circumstances.) The department may require employees to use a department-issued form to ensure the medical professional provides all appropriate information (duration of sick leave, nature of injury/illness, date of treatment, etc.).

1. For 56-hour workweek personnel, appropriate documentation will be required to substantiate all absences of more than two (2) consecutive 24-hour shifts.

2. For 40-hour workweek personnel, appropriate medical documentation will be required to substantiate all absences of more than three (3) consecutive work shifts.

3. An employee experiencing more than four (4) separate incidents of illness/injury in the previous 12-month period will furnish appropriate documentation before returning to work, regardless of the number of days absent. (Use of sick leave to attend funerals of immediate family members will not be counted as an incident for this purpose.)

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4. In unusual circumstances in which it is not possible to obtain appropriate medical certification before the employee's scheduled workday, the employee may request and the Director of Police and Fire Services may approve modification of these requirements.

F. Employees who are incapacitated to perform their duties are expected to remain at home and be available to report to the Employer's physician for evaluation. Exceptions to this requirement include employees who are hospitalized, are otherwise receiving medical care, or were out of town when they became ill or injured. If not at home, the employee will provide the Employer with a telephone number through which he can be reached.

**Section 10.2. Funeral Leave.** Employees working the platoon system shall be entitled to one (1) duty day (24 hours) of funeral leave with pay (not deducted from leave banks), to make arrangements for and attend the funeral of their immediate family, as herein defined, but absence because of such funerals in excess of one (1) duty day will be charged against sick leave or vacation leave, provided he/she attends the funeral and circumstances require his/her being absent beyond the first day following death. At the sole discretion of the Director of Police and Fire Services, additional days of funeral leave may be approved with pay (not deducted from leave banks) for employees working the platoon system to accommodate the employee to make arrangements for and attend a funeral of a spouse, child or parent.

Employees working the forty (40) hour schedule shall receive the amount of pay they should have received on a regular eight (8) hour straight time basis for time necessarily lost during their normal scheduled work week, not to exceed three (3) duty days (24 hours), to make arrangements for and attend the funeral of a member of their immediate family. Absences beyond three (3) eight (8) hour work days to attend funerals will be charged against sick leave or vacation leave, provided he/she attends the funeral and the circumstances require his/her being absent beyond the day of the funeral. At the sole discretion of the Director of Police and Fire Services, additional days of funeral leave may be approved with pay (not deducted from leave banks) for employees working a (40) hour schedule to accommodate the employee to make arrangements for and attend a funeral of a spouse, child or parent.

For the purpose of this Section, immediate family for these purposes shall be regarded to include the parents, spouse, children, brothers, sisters, grandparents, grandchildren, immediate in-laws, domestic partners, and foster or step relatives thereof. The leave days above referred to shall end not later than the calendar day following the day of the funeral, and to be eligible for such pay the employees must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral, and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

A. In case of the death of an aunt or uncle, one (1) duty day of sick leave may be used to attend the funeral in accordance with the above conditions.

**Section 10.3. Family and Medical Leave.** Full time employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the applicable City personnel policy.

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The FMLA and the associated regulations allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks in a twelve month period, and for certain military-related reasons for up to 26 work weeks in a twelve month period, without loss of Employer-paid health benefits. Eligible employees taking FMLA leave will be allowed to use accumulated sick leave and vacation leave during the FMLA leave as detailed below. Upon return from the FMLA leave, the employee will be restored to a comparable position, in accordance with the Act.

A. Documentation: Applications for leave must be submitted in writing 30 days in advance of the commencement of the leave, or as soon as possible when a 30-day notice is not possible. Appropriate documentation to confirm the appropriateness of the leave will be required. Family leave application forms are available in the Personnel & Labor Relations Department.

B. Eligibility: To be eligible, employees must have worked for the City for at least twelve months, including at least 1250 hours during the twelve months immediately preceding the commencement of the leave.

C. Reasons for leave: Eligible employees may use FMLA leaves for the birth of the employee's child; as parental leave to care for a newly adopted child (during first 12 months of the adoption placement) or a child not yet 12 months old; to care for the employee's spouse, child or parent with a serious health condition; or while the employee is unable to work due to a serious health condition. The eligible employee may also use leave for qualifying exigencies related to a family member's military service and/or a family member's active duty injury, in accordance with the statute.

D. In some circumstances involving serious health conditions, the FMLA leave may be used intermittently.

E. Use of paid leave banks:

1. Health Related Leaves: In all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations (with that definition of serious illness used only as it applies to the FMLA), the employee will be required to use his unused sick leave credits. If the employee uses all his accrued sick leave while absent or does not have any unused sick leave credits, the employee must then use his accrued, unused vacation time off until all but forty-eight (48) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

2. Parental Leaves and Military Exigency Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary) or involving a qualifying exigency related to a family member's current or impending active military service, the employee will first use up to seventy-two (72) hours of unused sick leave credits. If the absence continues beyond seventy-two (72) hours, the employee will use his

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accumulated vacation days until all but forty-eight (48) hours are expended (or until the vacation bank is exhausted at the employee's option) or the employee returns to work.

3. Workers Compensation Leaves: The Employer may simultaneously designate a health leave resulting from a work-related injury as FMLA leave when such leave exceeds six (6) calendar weeks. In such cases, the employee will not be required to use paid sick leave bank time because the Workers Compensation Statute provides for alternate income replacement.

F. Verification: For all qualifying absences involving the serious health condition of the eligible employee or family member, the terms of the FMLA will be assumed to be effective for absences of more than three (3) consecutive work days, unless medical documentation cannot support the serious health condition standard. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job. Appropriate verification may be required to support military-related absences, in accordance with the FMLA statute and regulations.

**Section 10.4 Sick Time Credit Conversion.** When it is necessary for the employer to assign an employee to a 40-hour work week from a 56-hour work week, whether temporary or permanent, the employee's sick credits will be converted as outlined below.

Sick time credits will be converted by multiplying the employee's current number of hours by the results of dividing the current administration sick accrual (8 hours) by the current suppression sick accrual (12 hour). The result of this is 0.6667 as of January 15, 2021.

8 / 12 = 0.6667

In the event of a temporary assignment, when the employee is returned to a 56-hour work week, their sick and vacation credits will be converted again:

Sick: 12 / 8 = 1.5

In this section, temporary shall be defined as 30 days or more unless agreed upon by the Union and employer.

**Section 10.5. Military Leave.** Any employee who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to such leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Military Leave ACT, or any federal law or provision regarding military leave. Additionally, employees may be compensated with a "make up" provision (the differential amount between an employee's military pay and regular pay as bargaining unit member) for pay to be calculated upon what would be the employee's regular pay for normal shift up to a maximum of fifteen military days per contract year upon presentation of competent orders to fulfill any military obligation including weekend drills.

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**Section 10.6. Personal Leave.** Effective July 1, 2024, firefighters shall accrue thirty-six (36) hours of personal leave time, which can be used for any purpose on proper notice and at no less than one (1) hour intervals, with the approval of the Deputy Chief. Members assigned to forty (40) hour positions shall accrue eight (8) hours of personal leave. Personal leave time that is approved is not subject to cancellation.

Following the initial allocation of the personal leave listed above, the same amounts shall be accrued on an annual basis on January 1st beginning on January 1, 2026. An employee may carry over a total of thirty-six (36) hours (firefighters) or eight (8) hours (staff assigned to 40-hour positions) respectively to the following calendar year. Any additional leave time shall be forfeited.

Upon separation of employment, a full-time employee shall receive full compensation for all of his/her then current accumulated and unused personal time at his/her current hourly rate. If employment is separated by death, the employees designated beneficiary shall receive said compensation for the employee's then current accumulated and unused personal time at this then current hourly rate. This compensation shall not count towards an employee's FAC calculation for determining pension benefits.

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## ARTICLE 11 - HOSPITALIZATION/LIFE INSURANCE

**Section 11.1. Current Employees.** Each employee, their spouse, and eligible dependents shall be entitled to participate in a high deductible health care and any prescription drug plan provided by the Employer. Employees will share the cost of the deductible as follows: $500 Employee/$4,500 City for single or $1,000 Employee/$9,000 City for two person or family coverage. All employees shall pay 20% of the annual premium costs for medical plans (including prescription drug coverage).

Spouse Healthcare Eligibility – For all benefit eligible employees, if a member's spouse who is a full-time employee with another employer and who is eligible for medical coverage under his/her own employer's plan but elects not to enroll in that plan even if they have to pay for coverage, that spouse is NOT eligible for coverage under the City of Jackson's plan, except as provided as follows. A member's spouse may be put on the City of Jackson's plan as secondary, once a copy of the primary insurance cards are received by the City of Jackson. If the medical healthcare coverage under the spouse's employer's plan is not comparable in cost and not comparable in all provided benefits to the City of Jackson's plan as determined by the City of Jackson's third party benefit administrator, effective July 1, 2021, the spouse is not required to enroll in their employer's plan and shall be covered under the City of Jackson's plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source.

**Section 11.2. Full Service Retirees.**

All service members covered by this Agreement who were hired on or before June 30, 2016 and who meet the requirements of a full service retirement, not deferred, will be offered the same health insurance as active employees but shall pay 20% of the annual premium costs of the medical plan selected (single, two person, family). This benefit will be retained until Medicare eligible.

All employees Hired On/After July 1, 2016 will not be eligible for health insurance in retirement. Full time employees will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the

Employer. The Employer and employee shall contribute annually to be the RHS plan according to the table below. Employees participating in the RHS plan shall be vested in the RHS after three (3) years. RHS plan participants are eligible to receive medical benefit payments upon separation from service pursuant to plan provision and in accordance with Internal Revenue Code sections. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

| Employer Contribution | Employee Contribution |
|---|---|
| $3,000 | $350 |

Effective July 1, 2024, an agreement has been made to allow IAFF members to elect MERP as their Retiree Health Savings Plan contingent upon the feasibility of changing the MERS plan document in place. A decision on this matter shall take place before January 1, 2025. In the event a IAFF member does not elect MERP, the RHS plan in place will apply.

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**Section 11.3. Non Full Service Retirees.**

All non-full service retirees covered by this Agreement shall contribute towards their health insurance premium the percent indicated below:

| Description | Retiree Premium Share |
|---|---|
| Duty disability retiree, must have at least 10 years of City fire service to be eligible for retiree health insurance | 25% |
| Non-duty disability retiree must have at least 20 years of City fire service to be eligible for retiree health for a 25 to 28 year employee | 35% |
| Non-duty disability retiree must have at least 25 years of City fire service to be eligible for retiree health for a 29 year and above year employee | 35% |

The specified insurance coverage and Employer's liability for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above, even if there is a cost to the retiree. A retired employee, who cease to be covered by the Employer's insurance because of his employment or his spouses' employment and the resulting insurance coverage may, upon termination of coverage elsewhere, re-enter the employer's insurance coverage described in this section. If a retiree who retires after the execution of this agreement and who is being provided retiree health insurance by the Employer, should subsequently expire, the insurance coverage as provided to his spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of $250 per month for the retiree or $450 per month for the eligible retiree and spouse, or the city's actual cost to provide said insurance respectively, or the retiree may receive this stipend to purchase alternate coverage.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.

**Section 11.4. Dental/Optical Reimbursement**. The Employer will reimburse employees for proven dental and/or optical expenses, not to exceed six hundred fifty dollars ($650.00) [effective July 1, 2009, seven hundred fifty dollars ($750.00)] combined in any given contract year, for the employee, his/her spouse and dependent children. There shall be no carry over of unused benefits from any contract year to another. If the dental and/or optical expenses are eligible for payment from another source; i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by the City reimbursing only that portion not eligible for payment from the primary source. Reimbursement Request Forms for dental and/or 19 optical expenses shall require the employee's certification that the dental and/or optical coverage is not available from any other source.

**Section 11.5. Life Insurance.**

A. The City will provide a forty-thousand dollar ($40,000.00) life insurance policy with double indemnity provisions for employees covered by this Agreement at no cost to the employee. (If the employee's base annual earnings are more than $40,000, the insurance policy coverage will match the employee's base annual earnings.) Such insurance policy shall be reduced to five thousand ($5,000.00) coverage at regular service retirement and shall be maintained to age 65, regardless of age of retirement.

B. The City will provide a five thousand dollar ($5,000.00) life insurance policy for all employees covered by this Agreement who retire on or after July 1, 1974, on duty-disability pension from either the City of Jackson Police and Fire Pension System or the City of Jackson Act 345 Pension System.

C. The City will provide for a payment of a five thousand dollar ($5,000.00) death benefit for any employee covered by this Agreement who is killed in the performance of his/her duties with the City of Jackson.

**Section 11.6. Cafeteria Plan/Medical Insurance Opt-Out**: Employees are eligible to participate in the health insurance plans offered by the Employer pursuant to the terms of this Agreement. Employees who have comparable health insurance from a spouse's Employer or other source, and therefore are not participating in the City's group health insurance plan, are eligible for cash in lieu of health insurance for

the plan year. This benefit is payable bi-weekly over twenty-six (26) pays and is prorated for persons hired after the beginning of the medical benefit plan year. The annual health insurance opt-out stipend is as follows:

| | |
|---|---|
| Single Subscriber | $1,500 per year. |
| Two persons | $1,850 per year. |
| Family | $2,200 per year. |

Employees are eligible to participate in any cafeteria benefit plans offered by the Employer. Such plans are subject to change or cancellation at the Employer's discretion and/or when changes are precipitated by changes in law or benefit availability.

**Section 11.7. National/State Health Care**. If, during the term of the parties' Agreement, the federal or state government implement a health care plan that replicates all or part of the health insurance benefits provided by the Employer, the parties will re-open negotiations on this subject with the goal of achieving an Agreement on ensuring the employees and retirees maintain a comparable benefit without causing unnecessary expense to the taxpayers.

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## ARTICLE 12 – UNIFORM ALLOWANCE

**Section 12.1.** All uniforms and clothing required shall be furnished by the City. Employees covered by this Agreement who are required to wear and continuously maintain prescribed items of uniform clothing shall clean and maintain such items at their own expense.

The wearing of uniforms shall be in accordance with Fire Department General and Special Orders pertaining to Uniforms. The Department will establish a schedule for uniform replacement and distribution. Uniform distribution will generally occur once each year.

## ARTICLE 13 - SUBSISTENCE ALLOWANCE

**Section 13.1.** All employees on the payroll and required to take their meals at the engine house shall receive an annual subsistence allowance of $12 ($5 for lunch and $7 for dinner) for each employee for each day actually worked. In addition, all union 40-hour positions shall receive an annual subsistence allowance of $5.00 for each day actually worked. Employees shall be paid on or about November 1 of each year, or as soon as possible thereafter, but no later than November 30. In the event an employee leaves the City service after the November payment in any year before completion of a full year from that date, he/she shall receive the allowance for any days worked as severance pay.

## ARTICLE 14 - DUTIES AND ASSIGNMENTS

**Section 14.1. Assignments and Work Details.** Station duties, assignments and work details shall be as required by the Chief and officers of the Department with reasonable observance of seniority and ability.

**Section 14.2. Maintenance.** Maintenance of equipment, station and grounds shall also be as required by the Chief of the Department. No building maintenance, interior or exterior, normally contracted for with members of other trade Unions shall be required to be performed by the Union.

**Section 14.3.** Vacancies in shift, station and/or equipment assignments shall be posted on the department bulletin boards for a period of seven (7) calendar days, during which period employees may bid for such opening or vacancy by submitting a written request to the Assistant Chief/Operations. The seven (7) day posting period may be waived with mutual agreement by the Union and Director of Police and Fire Services. In such cases, the bid process may be handled by oral communications.

**Section 14.4.** Bidding for vacancies as described in Section 14.3 of this Article, shall be by classification and only employees who have completed their probationary period in the classification shall be eligible for bidding.

**Section 14.5.** Bid awards shall be by seniority in the classification or position that is vacant. If no requests are submitted, the employee with the least seniority in the classification shall be assigned to the vacancy.

**Section 14.6.** When an employee bids for a vacancy and is awarded such position, he/she shall not be eligible to bid for another vacancy for a period of thirty (30) days from the effective date of filling the vacancy. If no one bids for a given vacancy, the employee assigned by the City to fill the vacancy shall not be restricted from bidding for future vacancies.

**Section 14.7.** It is hereby understood that bid awards that require a shift transfer could result in some loss of time off or a change in vacation picks for the affected employee. The employee being awarded the bid will be required to assume the scheduled work cycle that exists for the vacancy. In the case of a shift change by bidding, the employee's prior vacation picks will be honored when the schedule permits as determined by the Chief. If such prior pick is not available, the employee who bids into the new shift shall select a new pick as the schedule permits.

**Section 14.8.** Management retains the right to temporarily assign employees to various shifts, stations and equipment for a minimum of thirty (30) calendar days up to a maximum of three hundred and sixty-five (365) calendar days as determined by the Director of Police and Fire Services. Management will give the affected employee four (4) calendar days' notice before he or she is moved. After an employee is moved and returns to their previous assignment, the employee shall not be moved for three hundred and sixty-five (365) calendar days. Within this 365-day period, if there is need for another temporary assignment, the next least senior employee on the affected shift may be moved. The provisions in this section may be modified upon mutual agreement between management and the Union.

**Section 14.9 Shift Rebid Process.** Shift bids will be done on a Rank and Seniority basis. i.e. Senior Captain, Senior Lieutenant, and then Firefighters. Shift bids will be done to allow no less than sixty (60) days of notice of change and will not occur more than once every five (5) years. In addition, a shift rebid may be conducted upon mutual agreement between management and the Union when there is a change in working conditions ( i.e. new station, additional apparatus).

In-Shift Rebid:

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By establishing a regular schedule for in-shift rebids every six months, the clause aims to provide suppression staff with the opportunity to periodically review and adjust their duty assignments in a transparent and equitable manner. Furthermore, in-shift rebids for suppression shall be conducted every six months. Prior to commencement of each rebid period, departmental management shall provide written notice to all firefighters, specifying the dates of the upcoming rebid periods and any relevant procedures or deadlines. During the Rebid period, all suppression staff (including probationary staff) shall submit requests for in-shift rebids in accordance with the procedures outlined in this contract and department policy. In-shift bids will be done on a rank and seniority basis. i.e. Lieutenant, and then Firefighters.

## ARTICLE 15 - RULES AND REGULATIONS

**Section 15.1.** The Chief shall formulate rules and regulations not inconsistent with this Agreement under which employees must work. The City will offer the Union the opportunity to meet to discuss and review said rules and regulations.

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## ARTICLE 16 – RESIDENCY

**Section 16.1.** Employees shall live within forty (40) miles of the geographic limits of the City of Jackson, Michigan, within one year of being hired and for the duration of their employment. The only exception to the above is for an employee living beyond forty (40) miles prior to July 1, 2021. If any employee living beyond forty (40) miles moves residency, they will be required to comply with the forty (40) mile residency requirement.

Employees who maintained their residency status within the Jackson City Limits for the entire previous calendar year are eligible to receive a $1,800.00 residency stipend in January of each year. (Note: This stipend will not be prorated for partial year residency.) The residency stipend is only payable to one (1) City employee per household per year.

In order to qualify for the residency stipend, the employee must meet the following residency requirements: Establish and occupy a dwelling within the limits defined in the previous paragraph; and maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address, and in all manners maintain as a normal residence.

## ARTICLE 17 - PAY FOR ACTING RANK

**Section 17.1.** An employee temporarily assigned or required, for a minimum of at least thirteen (13) hours during a shift, to accept the responsibility and duties of a position above that which he/she normally holds shall be paid at the rate of pay for the job to which he/she is transferred or assigned as though he/she had been permanently promoted to such job. Effective July 1, 2009, the rate of pay shall be figured hourly by dividing the annual salary of the employee by the hours regularly scheduled per year (2300 hours). The employee shall be paid the difference in hourly pay between his/her present salary and the salary of the job being performed. When an employee has accumulated 2300 hours in the first step to which he/she

would be promoted, he/she shall be entitled to receive acting pay at the next step rate and will continue to move from step to step after accumulating 2300 hours at any step. The need for and appointment to the rank of Acting Assistant Chief shall be in the discretion of the Chief.

For purposes of this provision only, the City shall pay the employees for such work on or about the 1st of January and the 1st of July of each year.

**Section 17.2.** For forty (40) hour employees, the need and appointment to an acting rank shall be in the discretion of the Director of Police and Fire Services. Effective July 1, 1986, acting positions in a platoon position shall be filled first from employees on a certified promotional list, and secondly, from employees who have not dropped below 70% on their last two (2) performance evaluations.

## ARTICLE 18 – MANAGEMENT

**Section 18.1.** Except as specifically limited or abrogated by this Agreement, the Employer shall remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures.

## ARTICLE 19 - STRIKE PROHIBITION

**Section 19.1.** The Union will not engage in, or sanction, strike action during the life of this Agreement. It is expressly recognized that any strike or work stoppage is prohibited by the Hutchinson Act, as amended. It is also expressly recognized and understood that any such illegal strike or work stoppage may be enjoined by the Circuit Court for the County of Jackson.

## ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

**Section 20.1.** Management and the Union Executive Board may designate joint labor-management committees to address matters that arise during the term of the contract, on a case-by-case basis.

## ARTICLE 21 - TRAINING AND EDUCATION

**Section 21.1.**

A. The City shall pay for all course work (including books) for courses toward a Fire Science degree, or other work related undergraduate degree, and Fire Officer I and II, when such costs are not covered by other programs. Any such courses must have written approval of the Director of Police and Fire Services prior to taking such course to be eligible for reimbursement. The maximum dollar reimbursement for tuition shall be the per credit rate charged at Michigan State University or the applicable conversion rate table, and in order to be eligible for reimbursement, the employee must successfully complete the course with a grade of "C" OR 2.0 (if a grade is issued for the courses). The City will only

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pay for the cost of a course (or the associated credits) once. Application for approved reimbursement shall be in accordance with departmental policy.

B. The maximum annual expense per employee shall be: Effective July 1, 2024 $1250.

C. A Joint Education Labor-Management Committee will be selected and will make recommendations on the allocation of excess educational funds for the Chief's approval. If the Committee decides to recommend using excess educational funds to provide a higher educational reimbursement per eligible employee, the committee will recommend that excess funds be equitably divided among employees. If excess funds are available in the account after the Committee equitably distributes the balance for undergraduate level courses taken, the Committee may use the same standards to reimburse job-related graduate level courses.

D. It is the parties' general expectation that employees will continue to work for the Employer for two (2) years following reimbursement for any degree-related work. The employee who voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received for tuition, books or fees received within the two (2) years immediately preceding voluntary termination. The Employer may waive such reimbursement.

E. Costs associated with maintaining a required certification will not be taken form the employee's annual training and education allotment if they are approved in advance.

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## ARTICLE 22 - GRIEVANCE PROCEDURE

**Section 22.1.** A grievance is hereby defined to be any dispute between the parties to this Agreement with respect to matters arising out of said Agreement, involving differences, disputes or complaints as to wages, hours, or working conditions arising hereunder.

**Section 22.2.** Any grievance not presented for disposition through the Grievance Procedure in ten (10) calendar days, following the event or condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement, unless circumstances are established showing that it was impossible for the employee to be aware of the alleged grievance prior to that time.

**Section 22.3.** The Grievance Procedure shall be as follows, provided, however, that the time limitations herein contained may be mutually waived.

STEP ONE. Any employee having a grievance shall take the matter up with his/her immediate supervisor within ten (10) calendar days of its occurrence. Settlements at this step shall not be binding upon the City in any other situation, or otherwise be deemed precedent-setting. The immediate supervisor shall have no authority to respond to grievances based upon actions of the Director of Police and Fire Services; they shall be filed directly at Step Two.

STEP TWO. If the grievance is not settled at the preceding step within ten (10) calendar days after receiving the first step response, the aggrieved employee, with not more than two (2) Union representatives, shall present the grievance, in written form, to the Chief of the Department. The grievance shall be written on a form mutually acceptable to both the Employer and the Union and

shall contain complete information regarding the alleged infraction of this Agreement, including the names of all parties involved. The Chief shall respond to the grievance in writing to the aggrieved employee within ten (10) calendar days of meeting with the aggrieved employee, giving his/her disposition.

STEP THREE. If the grievance is not settled in the preceding step, the grievance shall be submitted in written form to the Director of Personnel and Labor Relations within fifteen (15) calendar days after receiving the second step answer, stating reasons why such answer was not acceptable. Arrangements shall be made for a meeting with the Director of Personnel and Labor Relations within fifteen (15) calendar days after submission of the grievance at this step. The aggrieved employee may be represented by the Union or its designee. After the hearing, the Director of Personnel and Labor Relations shall be given fifteen (15) calendar days to submit his/her answer.

STEP FOUR. ARBITRATION. Any unresolved grievances, which relate to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which have been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought.

A. Within thirty (30) days after notice of intention to arbitrate is given to the other party, the City and the Union shall attempt to agree upon an arbitrator within ten (10) days and if this cannot be done, the American Arbitration Association shall be requested to provide an arbitrator.

B. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of the Agreement and he/she shall be without power and authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or

2. Granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

C. The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure or establish new jobs or change existing job content, or to establish work standards.

D. The decision of the arbitrator in a case may not require a retroactive wage adjustment in another case.

E. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City.

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F. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

G. The expenses of the arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employees other than the aggrieved and his/her Union representative shall not apply to their participation in arbitration cases.

**Section 22.4.** The following provisions shall apply to all steps of the Grievance Procedure:

A. Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

B. With respect to grievances involving the disciplinary suspension or discharge of an employee or employees, the person hearing the grievance shall determine if the discharge or discipline was for just cause and review the penalty imposed, and if he/she shall determine it to be inappropriate and/or unduly severe, the penalty may be modified accordingly. The person hearing the grievance shall have the authority in cases concerning discharge, discipline and/or other matters, if he/she shall so determine, to order the payment of back wages. The City will not be responsible for back-pay for any period(s) of delay caused by the Union's request to delay a hearing date.

C. The back wages ordered shall be that compensation which the employee would otherwise have received less compensation, if any, earned elsewhere during the period in question, which said, compensation is attributable to the discharge, suspension or layoff, in issue, and which would not have been earned otherwise.

**Section 22.5. Discipline Investigation Time Period**. An investigation into a personnel complaint or other alleged misconduct shall be conducted with due diligence in an effort to complete the investigation within thirty (30) days from the date the complaint was received or discovered by the Department. If discipline is rendered, the Director of Police and Fire Services or the authorized designee shall render a timely written decision to the member and specify the grounds and reasons for discipline.

## ARTICLE 23 - PENSION AMENDMENTS

**Section 23.1.** Effective January 1, 1987, an employee hired before July 1, 2012 covered by the Agreement who is eligible for a duty-disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at sixty-six and two-thirds percent (66-2/3%) of average final compensation.

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Employees hired on or after July 1, 2012 who are eligible for a duty-disability pension as provided by Act 345 shall receive a pension to age fifty-five (55) calculated at thirty-three percent (33%) of the average final compensation. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

**Section 23.2.** Effective January 1, 2009, an employee hired before July 1, 2012, covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated at two and three-quarters percent (2.75%) of average final compensation multiplied by years of service earned on or before June 30, 2009, and multiplied by two and nine-tenths percent (2.9%) of average final compensation multiplied by years of service earned on or after July 1, 2009. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

An employee hired on or after July 1, 2012 covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated at one and one-half percent (1.5%) of average final compensation multiplied by the first twenty-five years (25) years of service, plus 1.0% of the average final compensation for service years in excess of twenty-five (25).

**Section 23.3**. For members of the unit, the City will add an annuity withdrawal option to its Act 345 Pension System. If the employee elects to exercise such annuity withdrawal option at the time of retirement, he/she will withdraw their employee contributions and interest thereon, and the employee's annual or monthly pension benefit shall be reduced in accordance with the table below:

| | |
|---|---|
| For eligible employees hired before January 1, 2003: | 1.5% on contributions made on or before January 31, 2009, and<br>5.25% for contributions made on or after February 1, 2009 |
| For eligible employees hired on or after January 1, 2003: | 1.85% on contributions made on or before January 31, 2009, and<br>6.75% on contributions made on or after February 1, 2009 |
| For eligible employees hired on or after October 1, 2016: | 8% on all contributions |

**Section 23.4**. All unit members who are currently members of the Act 345 Retirement System shall remain members of that system. All employees hired on or after July 1, 2012 shall become members of both the defined benefit pension system (Act 345 Retirement System) and the defined contribution pension system (which constitutes a hybrid pension system).

**Section 23.5.** Members of the unit who retire under provisions of Act 345 Retirement System on or after July 1, 1991, shall have their retirement benefit calculated on the average final compensation.

Final Average Compensation (FAC) shall be calculated based upon the average of the employees years of service with the City based on the table below.

| Hire Date | Years of Service |
|---|---|
| On or before June 30, 2003 | Highest consecutive 3 Years of 10 Years |
| After July 1, 2003 and before June 30, 2016 | Highest consecutive 4 Years of 10 Years |
| After July 1, 2016 | Final 6 Years |

If he/she has less than three (3) years of service, then the average final compensation shall be calculated on the annual average compensation received during his/her total years of service.

**Section 23.6.** Spouse Death Benefits, Duty Disability. Effective July 1, 1991, upon the death of an Act 345 disability retiree prior to the age of 55, a pension benefit shall be paid to his/her surviving spouse equal to fifty (50%) percent of what should have been the deceased employee's normal regular pension had the deceased employee taken a normal retirement.

**Section 23.7**. Purchase of Military Service Time. As of February 1, 2009, any member of the unit wishing to retire as a regular retiree with military buy-back must pay to the City the actual cost as determined by the City's actuary of such military buy-back. If the employee upon retirement elects the employee contribution withdrawal option and any military buy-back occurred within five (5) years prior to the date of retirement, the employee contribution withdrawal will be reduced by a penalty amount which is the difference between the interest the military buy-back amount would have earned if purchased five (5) years prior and the amount actually earned. The Employer's actuary will compute these amounts using five percent (5%) as the rate of assumed investment return. If the military buy-back occurred more than five years previous to retirement, no penalty will be assessed.

**Section 23.8.Pension Age and Service Requirements.**

For the duration of this agreement, both the City and Union parties agree and acknowledge the terms of the letter of agreement between the City of Jackson and Local No. 1306 of the International Association of Firefighters signed on December 18, 2023, regarding Pension Age and Service Requirements, remains in place for all current and future members eligible for pension benefits. This LOA supersedes the language in the chart below.

All employees eligible for an Act 345 retirement must satisfy the following years of service as a full time employee and age requirements to be eligible for the defined benefit pension:

| Hire Date | Minimum Years of Service for a full service retirement | Minimum Age | Multiplier First 25yrs | Multiplier After 25yrs | Pension Cap |
|---|---|---|---|---|---|
| On or before December 31, 2003 | 25 | Any | On or before January 31, 2009 2.75% On or after February 1, 2009 2.9% | 1.0% | 73% |

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| | | | | | |
|---|---|---|---|---|---|
| Between January 1, 2004 and June 30, 2012 | 28 | Any | On or before January 31, 2009 2.75% On or after February 1, 2009 2.9% | 1.0% | 75% |
| Between July 1, 2012 and June 30, 2016 | 29 | Any | 1.5% | 1.0% | 50% |
| After ratification of this agreement | 33 | Any | 1.5% | 1.0% | 50% |

Employees hired before July 1, 2012: member contributions shall be 13%.

Employees hired on or after July 1, 2012, shall have a pension multiplier for Act 345 service retirement and non-duty disability retirement at the rate of 1.5% for the first twenty-five (25) years of service and one percent (1%) for each year of service thereafter. These employees will also participate in the defined contribution pension system (which constitutes a hybrid pension system). Member contributions for those employees hired on or after July 1, 2012, will be 4.75% for the defined benefit pension plan.

Prior to July 1, 2024, for the defined contribution pension plan, the City shall contribute a flat three percent (3%) to the defined contribution pension plan and the employee must contribute a minimum of three percent (3%) up to a maximum of twelve percent (12%). Effective July 1, 2024, for current and future employees who are members of the defined contribution pension plan, the City shall begin contributing a flat six percent (6%) to the defined contribution pension plan and the employee shall contribute six (6%).

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## ARTICLE 24 – SENIORITY

**Section 24.1.** Department seniority shall be defined as an employee's length of continuous full-time employment as a sworn Fire Fighter with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a sworn fire fighter at the instruction of the Employer since which he/she has not resigned, retired or been discharged, and not reinstated with full seniority rights. Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification in which he/she has successfully completed his/her probationary period and shall include the time spent on probation upon completion of said probation. If applicable, classification seniority shall also include the period of time an employee spent in another bargaining unit position at an equal or higher classification level, if the employee successfully completed probation in that equal or higher classification position. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

A. Layoffs, disciplinary suspensions or any other leaves of absence without pay for over

thirty (30) calendar days shall be deducted from an employee's seniority.

B. When an employee has been on leave of absence without pay for any reason in excess of thirty (30) calendar days, the total period of time of such leave of absence shall be added to their seniority date, thereby extending such date by the total period of absence. This revised seniority date will be used for future step increases, departmental bidding, acting out-of-grade, sick leave accrual, vacation leave accrual and selection and/or any other circumstances affected by seniority.

**Section 24.2**. Seniority All new employees shall be probationary employees until they have actually worked one (1) calendar year in the Fire Department. In the event a probationary employee has two (2) or more substandard reviews during the twelve-month probationary period, management may choose to extend their probationary period up to an additional six (6) months. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the probationary period, the fire fighter shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service, and without recourse to the grievance procedure.

**Section 24.3**. The Department will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards and updated as the need exists. The names of all employees, who have completed their probationary periods, shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in sequence by score on the written examination for their present position, and then if their scores are identical, alphabetically by the first letter of their last name, the same procedure shall be followed with respect to their first names. The seniority list as established on July 1, 1988 shall be the prevailing list to which future changes will be made. Challenges to posted seniority dates must be made within forty-five (45) days of the list being posted, or the list will be considered accurate.

**Section 24.4.** An employee's seniority and employment shall terminate:

A. If the employee quits, retires, or is justifiably discharged.

B. If following a layoff, the employee fails or refuses to notify the City of the employee's intention to return to work within five (5) calendar days after a written notice sent by certified mail of such recall is sent to the employee's address on record with the Employer, or having notified the City of the employee's intent to return, fails to do so on the date designated as a regularly scheduled working day after such notice is sent.

C. If the employee is absent for three (3) consecutive scheduled working days without notifying the Division Head or the Chief within such three (3) day period of a justifiable reason for such absence. In the case of a 24-hour Fire Fighter, the length of absence without notifying the Assistant Chief/Operations or the Chief of a justifiable reason shall be one (1) duty day. However, exceptions may be made in the discretion of the employer, if extenuating circumstances or emergencies made said notification impossible.

D. When the employee has been laid off for a period of time equal to his/her seniority, or

twenty-four (24) consecutive months, whichever is the lesser, provided he/she maintained eligibility for recall pursuant to Section 24.6 of this Article.

**Section 24.5.** When in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the last employee or employees to enter such classification shall be the ones removed therefrom, except in the case of the Assistant Chief classification as provided below. Employees thus removed from the job classification shall exercise their classification seniority, as defined in Section 24.1 of this Article, in any lower-rated bargaining unit classification, which they have permanently occupied during their employment with the Fire Department. A displaced employee shall first attempt to displace an employee in the last, highest classification previously held, as long as there is an employee in that classification who has less classification seniority than the displaced employee. If there is no employee who has less classification seniority in the previously held classification, and there is no vacancy at that level, the displaced employee will exercise his classification seniority in each lower classification previously held until he is placed and/or it is determined that his classification seniority does not qualify him to displace any other employee. Employees thus displaced may, in turn, displace an employee with less classification seniority within the same classification, if possible. Any employee who is displaced from his job classification by a more senior employee shall exercise the same rights as described for the employee initially displaced. As to the Assistant Chief classification, there shall be no requirement that the employee(s) to be removed therefrom if the number of occupants in the classification is reduced be the last to have entered it; however, the employee(s) thus removed shall have the same rights as all other bargaining unit employees to exercise classification seniority to displace less senior employees by bumping into lower-rated classifications. Employees bumping into lower-rated classifications shall be paid the rate of said lower classification.

**Section 24.6**. When recalling employees to work following a layoff, employees shall be recalled in inverse order of layoff, provided they are determined to be physically and mentally capable of performing their job.

A. When filling vacancies in a given classification, employees laid off from said classification who still have recall rights shall first be recalled in inverse order of layoff before the promotional process is activated to fill said vacancies.

## ARTICLE 25 - PROMOTIONS

**Section 25.1.** When the Employer determines it is necessary to fill a new, permanent rank classification or a permanent vacancy in an existing rank classification, such vacancy shall be filled in accordance with this procedure.

**Section 25.2.** Permanent openings or vacancies shall be posted on the department bulletin board for a period of thirty (30) calendar days. During such period, employees, who possess the required qualifications and prerequisites, may bid for the posted opening or vacancy by completing an appropriate application form and submitting the application and any associated documentation in the Department of Personnel and Labor Relations. The promotional posting shall contain a listing of the job qualifications, which must be possessed by applicants, department standards to be tested, and bibliography as to source materials for the examination.

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**Section 25.3.** The eligibility to bid on a vacancy and compete in a promotional examination shall be as follows:

| Classification | Eligibility Requirements |
|---|---|
| Fire Motor Driver | |
| Lieutenant | Four (4) years of continuous service as a fire fighter in the Jackson Fire Department and holding Michigan State Fire Fighter Certification (I and II). |
| Fire Captain | Six (6) years of continuous service as a fire fighter in the Jackson Fire Department, including two (2) years as a full- time Lieutenant and holding a Michigan State Fire Fighter Certification (I and II). The candidate must achieve a satisfactory rating on the last two (2) performance evaluations to be eligible to take the promotional exam. |
| Fire Inspector | Shall be appointed by the Director of Police and Fire Services. |
| Assistant Fire Chief | Shall be appointed by the Director of Police and Fire Services. |

**Section 25.4.** Promotional examinations shall consist of a written examination and, at the option of the Director, may consist of other components as outlined below. If the Director elects to use a fire ground simulator and it is conducted by a single evaluator, the City will ensure that an observer is present as well. The written examination shall be given before any other component. Upon the conclusion of the written examination and any other component, the test scores will be arranged in descending order, starting with the applicant or applicants who received the highest test score downward to the applicant who received the lowest passing score. Passing scores shall be 70% or above. Each component of the promotional process shall be weighted as follows:

| Classification | Weighting |
|---|---|
| Fire Motor Driver | 25% written 25% driving test<br>25% pump test<br>25% aerial operation |
| Lieutenant | 30% written<br>30% oral board interview |

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40% fire ground simulator

Captain

30% written

30% oral board interview

40% fire ground simulator

In the event the Director chooses to forego any or all of the components besides the written examination, the components will be weighted in equivalent ratio to the above.

**Section 25.5. Service and Education Credits.**

A. In order to recognize the service rendered to the City Fire Department by an employee, service credit of one-half (½) point for each whole year of service shall be added to the final score of each applicant who receives a minimum score of 70%. There is to be no pro-rating of this type of service credit over a period of time of less than one (1) year. The date of computing such service credit shall be the date on which the eligibility list is established.

B. In order to recognize the effort extended by employees, the following points will In order to recognize the effort extended by employees, the following points will be added to the applicant receiving a minimum score of 70% on the test:

At least 30 college credits in any major/field- 1 point

OR

Completed Associates Degree in any major/field – 3 points

OR

Completed Bachelor's Degree in any major/field- 5 points

OR

Completed Master's Degree in any major/field- 7 points

State of Michigan AEMT License – 1 point

OR

State of Michigan Paramedic License- 3 points

In all cases, the applicant must produce a college degree or transcript as proof of credits earned toward a degree. Similarly, a certificate of successful completion of an

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acceptable Fire Inspection course must be provided. (NOTE: At least one course must be completed at the college granting the degree before transfer credits will be considered).

C. In order to recognize the effort extended by employees, the following points will be added to the applicant receiving a minimum score of 70% on the test:

| | |
|---|---|
| Fire Officer 1 | 1 point |
| Fire Officer 2 | 2 points |
| Fire Officer 3 | 3 points |
| Fire Officer 4 and/or Staff and Command | 4 points |

These points are non-cumulative and will be determined by the highest point level achieved (NOTE: For example an employee achieving all four Fire Officer levels and/or Staff and Command will only be awarded a total of 4 points).

**Section 25.6**. **Certification.** Upon completion of the promotional process, the Personnel Director or his/her designee shall certify to the proper Appointing Authority the name of the applicant receiving the highest score, including service and/or education credits. In the event more than one (1) vacancy is to be filled, the name or names of the applicants receiving the next highest final score on the promotional eligibility list will be certified to the Appointing Authority for each additional vacancy to be filled. The eligibility list so established shall be in effect for one (1) year from date of initial certification unless exhausted prior to that date.

**Section 25.7. Selection**. After the Personnel Director or his/her designee has certified to the Appointing Authority the name of the number one applicant as eligible for promotion to a given rank classification, the Appointing Authority shall appoint said applicant to the vacant position, when he/she determines it is necessary to fill the vacant position. In the event more than one (1) vacancy is to be filled, the name or names of the applicants receiving the next highest final score on the promotional eligibility list will be certified to the Appointing Authority for each additional vacancy to be filled. In case of tied composite scores, the applicant receiving the highest score on the combined practical examinations shall be appointed. If a tie still exists, the applicant holding the most seniority shall be appointed.

**Section 25.8. Probation.** When an employee is awarded a job under this procedure, he/she shall be on job probation and may be removed therefrom at any time he/she demonstrates that he/she is or will be unable to satisfactorily perform the requirements of the job during the first one (1) year of work in his/her new job classification. If so removed, the employee shall be returned to the last previous job classification he/she had permanently occupied prior to bidding for such job.

## ARTICLE 26 - PHYSICAL FITNESS

**Section 26.1. Physical Fitness.** Effective July 1, 2024, employees will be reimbursed for proven expenses

at an approved facility not to exceed the cost of a one-person adult membership at the Y Center if the member uses that facility (as determined by the anniversary date of the employee's previous membership date) provided the employee shows proof of at least eighty-four (84) visits to the approved facility. The member must choose only one training facility each year.

A. Effective January 1, 2009, all employees covered by this Agreement may participate in a Wellness Incentive Program on an annual basis.

B. Employees who have an annual physical with their primary care physician on or before March 31 each calendar year will be eligible for an incentive, as specified below. The employee will provide proof to either the health coach or the Employer from the examining physician that an annual physical was performed.

C. Employees who participate in the designated health risk appraisal on or before April 30 each calendar year will be eligible for an incentive, as specified below. The employee will be responsible to ensure that the following information is obtained from the physician and accurately entered into the health risk appraisal tool: the employee's height, weight, blood pressure and cholesterol levels at the time of the employee's last physical or other visit within one calendar year of the health risk appraisal. (The employee's primary care physician may choose to use blood test results ordered by another physician.) The employee will authorize notification to the Employer that he has participated in the health risk appraisal and has provided the health data from the physician, but no specific employee health information from the appraisal is to be provided to the employer. The results of the health risk appraisal will be shared with the health coach if the employee participates in the coaching phase of the program.

D. Upon completion of the health risk appraisal, the employee will meet with a health coach to review the results of the appraisal within 30 days of receipt, but no later than June 15 of that year. During the first coaching session, the employee will designate which of his health risks he will try to reduce during the remainder of the calendar year and work with the health coach to develop a plan to address that risk. Two follow-up coaching sessions are recommended, but will not be required during the first three years of this program. The employee will authorize notification by the health coach to the employer that he has participated in the health coaching session(s), but such notification will not contain specific employee health information. Employees who participate in the coaching session(s) will be eligible for an incentive, as specified below. Proof of coaching participation must be submitted by November 15 each year.

E. Employees will make a reasonable effort to comply with the wellness program established with the health coach throughout the calendar year, but no proof of actions taken to do so will be required during the first three years of this program. Wellness plans may appropriately include education components applicable to the health risk the employee chose to address, as well as other appropriate action items, so long as the health coach approves each component. The employee's efforts to comply with the wellness plan, rather than achieving the desired health outcomes, are the goals of this phase of the program.

F. Employees are encouraged to know about and participate in age and gender-appropriate

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preventive screenings at the recommended frequencies, in accordance with the current prevention standards (as defined and updated from time to time by the U.S. Preventive Service Task Force), but will not be monitored on this goal during the first three years of the program. The Employer will make this information available to the employees.

G. The deadlines listed in Sections C, D and E may be adjusted to accommodate an employee who becomes a member of the bargaining unit before June 30 for that calendar year.

H. Annual incentive payments will be based upon the following schedule and will be paid no later than December 15. The employee is responsible to provide/ authorize appropriate proof of meeting each standard by the dates designated. No incentive payment will be provided if the employee fails to provide proof of compliance with at least the first two elements of the program. The incentive payment amounts take into consideration that the employee may incur out of pocket costs to participate in this program. The Employer will pay the cost of analyzing the health risk appraisal.

| | |
|---|---|
| Annual Physical | $500 |
| Health Risk Appraisal | $200 |
| 1-3 Coaching Sessions | $300 ($200 for first; $50 each for second and third) |

I. An employee who participated in this program during the calendar year, who retires on or after July 1 and before incentive payments are made in December, will be paid the incentive at retirement.

J. In lieu of the above-described incentive program, the City and Union may mutually agree to a Physical Fitness Testing Program. The terms and conditions of the program shall be agreed to by both parties. The maximum eligible payment under the program shall not exceed $1,000. Any agreed upon Physical Fitness Testing Program would not be administered until the Fall of 2025. In the event a physical fitness test cannot be mutually agreed upon, the Wellness Incentive Program shall still be administered.

## ARTICLE 27 – SEVERABILITY

**Section 27.1.** This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

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## ARTICLE 28 - EXCLUSIVE AGREEMENT

The parties hereto agree that the sole means of redress for alleged violations of this Agreement or claims of unjust discharge or discipline shall be the provisions contained within this Agreement. Provisions of the Civil Service Ordinance, Civil Service Rules and Regulations, and the Personnel Policy shall not be applicable to employees covered by this Agreement. All past practices and working conditions not covered in this Agreement are to remain as is unless mutually agreed to by the Union and the City.

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## ARTICLE 29 - DURATION

THIS AGREEMENT shall become effective as of July 1, 2024, and shall remain in full force and effect until 12:01AM, the 1st day of July 2028, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 1306

_____
President

_____
Vice President – Jackson Chapter

_____
Secretary

CITY OF JACKSON

_____
Mayor

_____
City Manager

_____
Director of Police and Fire Services

_____
City Clerk

_____
Assistant City Manager/Operations & HR Director

Date: _____

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## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 0% Increase**
**Effective July 1, 2024 through June 30, 2025**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 After | 1L After | 2L After | 3L After |
| Class Grade | Pay Basis | Minimum 1st Year | Next Year | Next Year | Next Year | Next Year | 4 Years Service | 7 Years Service | 12 Years Service | 18 Years Service |
| 50 | Annual | 54,137 | 57,512 | 60,887 | 63,699 | 66,803 | 70,014 | 71,785 | 73,606 | 75,464 |
| | Bi-Wkly | 2,082.18 | 2,212.00 | 2,341.81 | 2,449.96 | 2,569.34 | 2,692.84 | 2,760.96 | 2,831.00 | 2,902.47 |
| | Hourly (112) | 18.5909 | 19.7500 | 20.9090 | 21.8746 | 22.9405 | 24.0432 | 24.6514 | 25.2768 | 25.9149 |
| 52 | Annual | 63,699 | 65,251 | 66,803 | 70,014 | 72,887 | 75,939 | 79,241 | 81,245 | 83,302 |
| | Bi-Wkly | 2,449.96 | 2,509.65 | 2,569.34 | 2,692.84 | 2,803.34 | 2,920.71 | 3,047.72 | 3,124.82 | 3,203.93 |
| | Hourly (112) | 21.8746 | 22.4076 | 22.9405 | 24.0432 | 25.0298 | 26.0778 | 27.2118 | 27.9002 | 28.6065 |
| 54 | Annual | 65,654 | 67,254 | 68,853 | 72,161 | 75,123 | 78,270 | 81,673 | 83,742 | 85,860 |
| | Bi-Wkly | 2,525.15 | 2,586.69 | 2,648.22 | 2,775.43 | 2,889.37 | 3,010.38 | 3,141.24 | 3,220.85 | 3,302.30 |
| | Hourly (80) | 31.5644 | 32.3336 | 33.1027 | 34.6929 | 36.1171 | 37.6298 | 39.2655 | 40.2606 | 41.2787 |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 After | Step 6 After | 1L After | 2L After |
| Class Grade | Pay Basis | Minimum 1st Year | Next Year | Next Year | Next Year | Next Year | 4 Years Service | 5 Years Service | 12 Years Service | 18 Years Service |
| 55 | Annual | 66,803 | 68,408 | 70,013 | 72,887 | 75,941 | 79,179 | 82,603 | 85,358 | 87,513 |
| | Bi-Wkly | 2,569.32 | 2,631.07 | 2,692.82 | 2,803.34 | 2,920.80 | 3,045.38 | 3,177.00 | 3,282.94 | 3,365.86 |
| | Hourly (80) | 32.1165 | 32.8884 | 33.6603 | 35.0418 | 36.5100 | 38.0672 | 39.7125 | 41.0368 | 42.0732 |
| | Hourly (112) | 22.9405 | 23.4919 | 24.0432 | 25.0298 | 26.0786 | 27.1906 | 28.3660 | 29.3122 | 30.0522 |
| 58** | Annual | 76,822 | 78,669 | 80,516 | 83,820 | 87,332 | 91,056 | 94,992 | 98,161 | 100,639 |
| | Bi-Wkly | 2,954.71 | 3,025.74 | 3,096.75 | 3,223.84 | 3,358.92 | 3,502.16 | 3,653.54 | 3,775.39 | 3,870.75 |
| | Hourly (80) | 36.9339 | 37.8217 | 38.7094 | 40.2980 | 41.9865 | 43.7770 | 45.6692 | 47.1924 | 48.3844 |

50 = Fire Fighter
52 = Fire Motor Driver
54 = Fire Inspector
55 = Fire Inspector I, Captain
58 = Assistant Chief

**15% over grade 55

## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 0% Increase**
**Effective July 1, 2025 through March 31, 2026**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | 1L | 2L | 3L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 7 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 50 | Annual | 54,137 | 57,512 | 60,887 | 63,699 | 66,803 | 70,014 | 71,785 | 73,606 | 75,464 |
| | Bi-Wkly | 2,082.18 | 2,212.00 | 2,341.81 | 2,449.96 | 2,569.34 | 2,692.84 | 2,760.96 | 2,831.00 | 2,902.47 |
| | Hourly (112) | 18.5909 | 19.7500 | 20.9090 | 21.8746 | 22.9405 | 24.0432 | 24.6514 | 25.2768 | 25.9149 |
| 52 | Annual | 63,699 | 65,251 | 66,803 | 70,014 | 72,887 | 75,939 | 79,241 | 81,245 | 83,302 |
| | Bi-Wkly | 2,449.96 | 2,509.65 | 2,569.34 | 2,692.84 | 2,803.34 | 2,920.71 | 3,047.72 | 3,124.82 | 3,203.93 |
| | Hourly (112) | 21.8746 | 22.4076 | 22.9405 | 24.0432 | 25.0298 | 26.0778 | 27.2118 | 27.9002 | 28.6065 |
| 54 | Annual | 65,654 | 67,254 | 68,853 | 72,161 | 75,123 | 78,270 | 81,673 | 83,742 | 85,860 |
| | Bi-Wkly | 2,525.15 | 2,586.69 | 2,648.22 | 2,775.43 | 2,889.37 | 3,010.38 | 3,141.24 | 3,220.85 | 3,302.30 |
| | Hourly (80) | 31.5644 | 32.3336 | 33.1027 | 34.6929 | 36.1171 | 37.6298 | 39.2655 | 40.2606 | 41.2787 |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 1L | 2L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 5 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 55 | Annual | 66,803 | 68,408 | 70,013 | 72,887 | 75,941 | 79,179 | 82,603 | 85,358 | 87,513 |
| | Bi-Wkly | 2,569.32 | 2,631.07 | 2,692.82 | 2,803.34 | 2,920.80 | 3,045.38 | 3,177.00 | 3,282.94 | 3,365.86 |
| | Hourly (80) | 32.1165 | 32.8884 | 33.6603 | 35.0418 | 36.5100 | 38.0672 | 39.7125 | 41.0368 | 42.0732 |
| | Hourly (112) | 22.9405 | 23.4919 | 24.0432 | 25.0298 | 26.0786 | 27.1906 | 28.3660 | 29.3122 | 30.0522 |
| 58** | Annual | 76,822 | 78,669 | 80,516 | 83,820 | 87,332 | 91,056 | 94,992 | 98,161 | 100,639 |
| | Bi-Wkly | 2,954.71 | 3,025.74 | 3,096.75 | 3,223.84 | 3,358.92 | 3,502.16 | 3,653.54 | 3,775.39 | 3,870.75 |
| | Hourly (80) | 36.9339 | 37.8217 | 38.7094 | 40.2980 | 41.9865 | 43.7770 | 45.6692 | 47.1924 | 48.3844 |

50 = Fire Fighter
52 = Fire Motor Driver
54 = Fire Inspector
55 = Fire Inspector I, Captain
58 = Assistant Chief

**15% over grade 55

## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 3% Increase**
**Effective April 1, 2026 through March 31, 2027**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | 1L | 2L | 3L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 7 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 50 | Annual | 55,761 | 59,237 | 62,714 | 65,610 | 68,807 | 72,114 | 73,938 | 75,814 | 77,728 |
| | Bi-Wkly | 2,144.64 | 2,278.36 | 2,412.07 | 2,523.45 | 2,646.41 | 2,773.62 | 2,843.78 | 2,915.93 | 2,989.54 |
| | Hourly (112) | 19.1486 | 20.3425 | 21.5363 | 22.5308 | 23.6287 | 24.7645 | 25.3909 | 26.0351 | 26.6923 |
| 52 | Annual | 65,610 | 67,208 | 68,807 | 72,114 | 75,073 | 78,217 | 81,618 | 83,683 | 85,801 |
| | Bi-Wkly | 2,523.45 | 2,584.94 | 2,646.41 | 2,773.62 | 2,887.44 | 3,008.33 | 3,139.16 | 3,218.57 | 3,300.05 |
| | Hourly (112) | 22.5308 | 23.0798 | 23.6287 | 24.7645 | 25.7807 | 26.8601 | 28.0282 | 28.7372 | 29.4647 |
| 54 | Annual | 67,624 | 69,271 | 70,919 | 74,326 | 77,377 | 80,618 | 84,122 | 86,254 | 88,436 |
| | Bi-Wkly | 2,600.90 | 2,664.29 | 2,727.66 | 2,858.70 | 2,976.05 | 3,100.70 | 3,235.48 | 3,317.47 | 3,401.37 |
| | Hourly (80) | 32.5113 | 33.3036 | 34.0958 | 35.7337 | 37.2006 | 38.7587 | 40.4435 | 41.4684 | 42.5171 |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 1L | 2L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 5 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 55 | Annual | 68,806 | 70,460 | 72,114 | 75,074 | 78,219 | 81,555 | 85,080 | 87,917 | 90,138 |
| | Bi-Wkly | 2,646.40 | 2,710.01 | 2,773.61 | 2,887.45 | 3,008.42 | 3,136.74 | 3,272.31 | 3,381.43 | 3,466.83 |
| | Hourly (80) | 33.0800 | 33.8751 | 34.6701 | 36.0931 | 37.6053 | 39.2092 | 40.9039 | 42.2679 | 43.3354 |
| | Hourly (112) | 23.6287 | 24.1967 | 24.7645 | 25.7807 | 26.8610 | 28.0063 | 29.2170 | 30.1916 | 30.9538 |
| 58** | Annual | 79,127 | 81,029 | 82,931 | 86,334 | 89,952 | 93,788 | 97,842 | 101,105 | 103,659 |
| | Bi-Wkly | 3,043.35 | 3,116.51 | 3,189.66 | 3,320.55 | 3,459.69 | 3,607.22 | 3,763.14 | 3,888.66 | 3,986.87 |
| | Hourly (80) | 38.0419 | 38.9564 | 39.8707 | 41.5069 | 43.2461 | 45.0903 | 47.0393 | 48.6082 | 49.8359 |

50 = Fire Fighter
52 = Fire Motor Driver
54 = Fire Inspector
55 = Fire Inspector I, Captain
58 = Assistant Chief

**15% over grade 55

## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 2% Increase**
**Effective April 1, 2027 through June 30, 2028**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 After | 1L After | 2L After | 3L After |
| Class Grade | Pay Basis | Minimum 1st Year | Next Year | Next Year | Next Year | Next Year | 4 Years Service | 7 Years Service | 12 Years Service | 18 Years Service |
| 50 | Annual | 56,876 | 60,422 | 63,968 | 66,922 | 70,183 | 73,557 | 75,417 | 77,330 | 79,282 |
| | Bi-Wkly | 2,187.54 | 2,323.93 | 2,460.30 | 2,573.92 | 2,699.35 | 2,829.10 | 2,900.65 | 2,974.25 | 3,049.32 |
| | Hourly (112) | 19.5316 | 20.7494 | 21.9670 | 22.9814 | 24.1013 | 25.2598 | 25.8987 | 26.5558 | 27.2261 |
| 52 | Annual | 66,922 | 68,553 | 70,183 | 73,557 | 76,575 | 79,781 | 83,251 | 85,356 | 87,517 |
| | Bi-Wkly | 2,573.92 | 2,636.64 | 2,699.35 | 2,829.10 | 2,945.19 | 3,068.50 | 3,201.95 | 3,282.93 | 3,366.05 |
| | Hourly (112) | 22.9814 | 23.5414 | 24.1013 | 25.2598 | 26.2963 | 27.3973 | 28.5888 | 29.3119 | 30.0540 |
| 54 | Annual | 68,976 | 70,657 | 72,338 | 75,813 | 78,925 | 82,231 | 85,805 | 87,979 | 90,204 |
| | Bi-Wkly | 2,652.92 | 2,717.58 | 2,782.22 | 2,915.87 | 3,035.57 | 3,162.71 | 3,300.19 | 3,383.82 | 3,469.39 |
| | Hourly (80) | 33.1615 | 33.9697 | 34.7777 | 36.4484 | 37.9446 | 39.5339 | 41.2524 | 42.2978 | 43.3674 |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 After | Step 6 After | 1L After | 2L After |
| Class Grade | Pay Basis | Minimum 1st Year | Next Year | Next Year | Next Year | Next Year | 4 Years Service | 5 Years Service | 12 Years Service | 18 Years Service |
| 55 | Annual | 70,183 | 71,869 | 73,556 | 76,575 | 79,783 | 83,186 | 86,782 | 89,676 | 91,940 |
| | Bi-Wkly | 2,699.33 | 2,764.21 | 2,829.08 | 2,945.20 | 3,068.59 | 3,199.47 | 3,337.76 | 3,449.06 | 3,536.17 |
| | Hourly (80) | 33.7416 | 34.5526 | 35.3635 | 36.8150 | 38.3574 | 39.9934 | 41.7220 | 43.1133 | 44.2021 |
| | Hourly (112) | 24.1013 | 24.6806 | 25.2598 | 26.2963 | 27.3982 | 28.5664 | 29.8013 | 30.7954 | 31.5729 |
| 58** | Annual | 80,710 | 82,650 | 84,590 | 88,061 | 91,751 | 95,664 | 99,799 | 103,127 | 105,732 |
| | Bi-Wkly | 3,104.22 | 3,178.84 | 3,253.45 | 3,386.96 | 3,528.88 | 3,679.37 | 3,838.41 | 3,966.43 | 4,066.61 |
| | Hourly (80) | 38.8027 | 39.7355 | 40.6681 | 42.3370 | 44.1110 | 45.9921 | 47.9801 | 49.5804 | 50.8326 |

50 = Fire Fighter
52 = Fire Motor Driver
54 = Fire Inspector
55 = Fire Inspector I, Captain
58 = Assistant Chief

**15% over grade 55

## APPENDIX B

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the date hereinafter set forth between the City of Jackson, a municipal corporation of the State of Michigan (hereinafter referred to as the City) and Local #1306 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the Union) and is intended to set forth issues agreed to during negotiations between the parties for the current collective bargaining agreement.

1. DISABILITY LEAVE. A member of this unit who suffers an injury or illness as a result of a service-connected accident or condition shall be granted upon proper authorization by the City Manager, leave with supplemental pay for a period not to exceed three (3) calendar months for each incident; provided, however, that such period of time may be extended up to an additional nine (9) months at the discretion of the City Manager. The City Manager's discretion will be predicated upon satisfactory medical evidence secured by the City, and any extension of time beyond three (3) months will not be arbitrarily withheld in the face of such satisfactory medical evidence.

(a) The supplemental pay referred to above shall be the difference between any Workers' Compensation weekly benefits being received and the net take-home pay (gross pay minus Federal and State income tax deductions) of the employee at the time of the duty-incurred injury or illness. If such payment is made during the period of time used to compute final average salary for determining pension benefits, the computation of final average salary shall be based on what the employee's gross salary would have been on a regular, straight time basis in his/her permanent classification had it not been for the duty-incurred injury or illness.

(b) In the event of a service-connected injury or illness requiring the absence of the employee beyond this twelve (12) month period, the employee may elect to supplement any continuing Workers' Compensation benefits by utilizing accrued sick leave or vacation leave on a pro-rata basis to the maximum extent of such accrual.

| INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1306 | CITY OF JACKSON |
|---|---|
| /s/ Charles Barnum | /s/ Richard L. Strunk |
| /s/ Dave VanStempvoort | /s/ Sandra L. Conant |
| /s/ Bernard H. Yost | /s/ Roger D. Wilson |

Date: August 14, 1987

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APPENDIX C
Jackson Fire Department
General Order No. 8-91

Subject: Drug Policy

I. Purpose.

A. The Employer has the responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.

B. The Employer and the employee may be liable for failing to address and ensure that employees can perform their duties without endangering themselves or the public.

C. There is sufficient evidence to conclude that use of illegal drugs, drug and alcohol dependence and drug and/or alcohol abuse seriously impairs an employee's performance and general physical and mental health. This General Order is meant to ensure an employee's fitness for duty as a condition of employment and to ensure drug and alcohol tests are ordered based on a reasonable objective basis, and to inform the employee that testing is a condition of employment.

II. Definitions.

A. Employee: All personnel employed by the Jackson Fire Department, both sworn and civilian.

B. Supervisor: Both sworn and civilian employees assigned to a position having day to day responsibility for supervising subordinates, or responsible for command of a work unit.

C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs.

D. Reasonable Objective Basis:

1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence of drugs/narcotics/alcohol.

2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

III. Policy.

A. Any statutory defined illegal use of drugs by an employee, whether on duty or off duty

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while employed by the Jackson Fire Department is strictly prohibited.

B. For the well being and safety of all concerned, the manufacture, consumption, possession, ingestion or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.

1. Such consumption, possession, ingestion or being under the influence shall not occur on the Employer's time, premises, equipment or job site in any way or at any other time or place while in the course of employment.

C. An employee may possess and use a drug or controlled substance providing such drug or controlled substance is dispensed to said employee pursuant to a current, valid medical prescription in the employee's name.

1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the Employer or supervisor.

IV. General.

A. Hearing.

If the Employer has a reasonable suspicion to believe an employee has violated this policy, the following procedures shall apply:

1. Any employee suspected of violating this policy will be given an immediate hearing with the following persons present:

a. Employee
b. Employee's Union Representative, if applicable
c. Employee's Supervisor
d. Director of Police and Fire Services or designee

2. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.

3. If it is determined by the Director of Police and Fire Services that the reasonable suspicion is
substantiated, the employee will be placed on administrative leave pending the results of an appropriate test.

4. Said employee shall be required to submit to an immediate blood and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.

5. Such test shall be given pursuant to the procedure as outlined in Appendix A-1.

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6. The employee shall submit to such test and release of test results to the Employer; failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.

7. After the test has been given and the results known, the employee:
   a. will be put back to work with full pay for time lost, should the test results be negative; or

   b. shall be subject to discipline, including discharge, should the test results be positive.

B. All property belonging to the Employer is subject to inspection at any time without notice, as there is no expectation of privacy.

1. Property includes, but is not limited to, Employer owned vehicles, desks, containers, files and storage lockers.

2. Employees assigned lockers (that are locked by the employee) are also subject to inspection by the Employer in the presence of the employee.

C. Fire Department employees who have reasonable objective basis to believe that another employee is in violation of this General Order shall be obligated to report the facts and circumstances immediately to their supervisor.

D. It shall be the duty of the employee to notify the Employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

V. Procedure.

A. Drug Testing/Urinalysis

1. Applicants
   All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others involved in the testing procedure.

   a. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.
   b. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected

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c. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.

d. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.

e. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.

f. The results of drug tests on applicants shall be confidential and used for official purposes only.

2. Current Employees

a. The Director of Police and Fire Services may order a drug test when there is reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employee.

b. Current employees may be ordered by the Director of Police and Fire Services to take a drug test where:

(1) there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or,

(2) there has been serious injury to the employee while on the job, or where the employee was directly responsible for the injury to another employee.

(3) rehabilitated (reformed) substance abusers.

c. A drug test may be a part of any routine physical examination. Such physical examination may be required for promotion or specialized assignment.

d. Test results reporting the presence of illegal drugs, alcohol or narcotics, in excess of those specified in Appendix A-2, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug will be submitted as a part of a written complaint by the supervisor, consistent with Item c. above, requesting departmental action.

VI. Responsibility.

Failure to comply with the provisions of this order may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow this order will result in immediate suspension from duty pending final disciplinary action.

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**Appendix A-1**
to
General Order No. 8-91
Effective: November 28, 1994

**Blood/Urinalysis/PBT Procedure**

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.

2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.

4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:

   a. Initial screening step, and
   b. Confirmation step.

2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

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3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drug or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.

4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse, including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.

5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and any State of Michigan Agency that determines certification for fire/police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.

6. Any confirmatory test shall be done by chromatograph/mass spectrometer.

7. If the first test is positive, a confirming test shall be run by a second laboratory procedure. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.

2. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods

a. TLC (Thin Layer Chromatography), recommended for initial step, or HPLC (High Performance Thin Layer Chromatography).

b. GLC (Gas Liquid Chromatography).

c. GC/MS (Gas Chromatography/Mass Spectrometry), recommended for confirmation step.

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d. HPLC (High Pressure Liquid Chromatography).

2. Immunological Methods

a. RIA (Radioimmunoassay).

b. EMIT (Enzyme Multiplied Immunoassay Technique), recommended for initial screening step.

E. Portable Breath Test (PBT)

An employee suspected of having alcohol present in his/her system shall submit to a PBT immediately upon notification and under the guidelines listed below:

1. The employee, a Fire Department supervisor and a Union representative (if employee desires), shall proceed to the Jackson City Police Station where the test shall be conducted by a sworn police officer.

2. If the first test indicates the presence of alcohol, a second test on another test apparatus shall be conducted.

3. If both tests are positive, the employee shall be placed on suspension, pending final disciplinary action.

4. Failure to cooperate with the testing officer will result in blood and/or urinalysis testing.

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**Appendix A-2 -**
**9-**
to
General Order No. 8-91
Effective: November 28, 1994

CG/MS

| Drug/Metabolite | Decision Level | Confirmation |
|---|---|---|
| Amphetamines | 1000 ng/ml | 500 ng/ml |
| Barbiturates | 300 ng/ml | 200 ng/ml |
| Cocaine metabolites | 300 ng/ml | 150 ng/ml |
| Marijuana metabolites | 100 ng/ml | 15 ng/ml |
| Opiates - Codeine | 300 ng/ml | 300 ng/ml |
| - Morphine | 300 ng/ml | 300 ng/ml |
| Phencyclidine (PCP) | 25 ng/ml | 25 ng/ml |
| Benzodiazepines | 300 ng/ml | 200 ng/ml |
| Methaqualone | 300 ng/ml | 200 ng/ml |
| Methadone | 300 ng/ml | 200 ng/ml |
| Propoxyphere | 300 ng/ml | 200 ng/ml |
| Alcohol | .02 mg % | .02 mg % |

(Revised: March 22, 2005)

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**APPENDIX D**
**LETTER OF AGREEMENT**
**RE: RESCUE IMPLEMENTATION**

This Letter of Agreement is entered into on the date hereinafter set forth between the City of Jackson, a municipal corporation of the state of Michigan (hereinafter referred to as the City), and Local No. 1306 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the Union) to set forth the understanding of the parties regarding continuation of a program to staff a medical rescue vehicle. This agreement replaces any previous version.

The parties agree to the following: a minimum of one (1) Fire Fighter and one (1) Officer will staff the rescue vehicle. Fire Fighters assigned to the rescue vehicle will be compensated an additional $1.00 per hour for each hour so assigned (i.e., the premium will be calculated and compensated on an hour-by-hour basis). This pay shall only apply to those in the Fire Fighter rank.

Assignments to the rescue vehicle will be made by seniority. Each Fire Fighter will decide if he would like to be considered, by seniority, for the assignment of working the rescue. A list of those who are willing and those who wish to exercise a waiver will be maintained. The waiver period will last a minimum of thirty (30) days or until the employee pulls the waiver. Assignments will be made by seniority on each shift, starting with the most senior Fire Fighter and working down the list. Assignments will be made on a daily basis in regards to seniority and the waiver stipulation. A Fire Fighter with the appropriate seniority does not forfeit his right to act Lieutenant even though he has chosen to utilize his seniority on the rescue vehicle. If at any time there is no selection by seniority and there is adequate staffing to staff the rescue vehicle, the Fire Fighter with the lowest seniority and Officer will be placed on the rescue.

It is understood that the rescue maybe staffed when staffing levels are at ten (10) or more for the shift.

Duration

This agreement will start and continue for the term of the current labor agreement during which time the parties will continue to monitor and evaluate the program.

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Both parties agree to continue to meet to work out such issues that may not have been foreseen. Both parties retain the right to end this agreement if such issues are not resolved, after reasonable notice to the other party.

This Agreement entered into this 20th day of July 2021.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 1306

President

Vice President

Secretary-Treasurer

CITY OF JACKSON

Mayor

City Clerk

Director of Personnel
and Labor Relations

# APPENDIX E

## LETTER OF AGREEMENT
## BETWEEN THE CITY OF JACKSON, MICHIGAN
## AND LOCAL 1306 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Letter of Agreement ("LOA") is entered into this __ day of December 2023 (Effective January 1, 2024) by and between the City of Jackson ("City") and Local No. 1306 of the International Association of Firefighters ("Union"), collectively ("Parties").

The undersigned parties agree and acknowledge the following:

The City and Union are parties to a collective bargaining agreement with a term of July 1, 2021 through June 30, 2024 ("CBA").

The City and Union wish to enter into this LOA for the purpose of changing the pension benefit plan design for members of the Union who are also members of the City of Jackson Firemen Retirement System to allow service retirement at twenty-five (25) years of service with no age requirement.

The City and the Union agree as follows:

1. Both parties agree that any increase in costs as a result of this LOA and changes to Article 23- Pension Amendments, Section 23.8 Pension Age and Service Requirements, will not be the responsibility of or paid by the City and rather will be paid by the union employee members of the Act 345 retirement system through increased member contribution rates which are reflected in the actuarial study completed by GRS dated 12/16/2022 and outlined in the chart below.

2. Both parties agree to increase member contributions for all the current and future union members of the Act 345 retirement system covered by this LOA to allow for the change of benefit plan design to permit service retirement at the twenty-five (25) years of service as noted below:

| **Member Contribution Rates- Ultimate Rates-After 5 Years** (If Members Fully Financing the Proposed Benefit Design Change) | **From January 1, 2029** | **Cont. Increase** |
|---|---|---|
| Firefighters -Hired before 6/30/2012 | 15% | +2.00% |
| Firefighters-Hired after 7/1/2012 | 6.50% | +1.75% |
| **Member Contribution Rates- (Temporary Rates for 5 Years)** (Temporary Additional Member Contribution (5 Year UAAL Amortization) | **From January 1, 2024 until December 31, 2028** | **Cont. Increase** |

| | | |
|---|---|---|
| Firefighters -Hired before 6/30/2012 | 16.5% | +3.50% |
| Firefighters-Hired after 7/1/2012 | 8% | +3.25% |

The member contribution rates outlined in the previous chart will survive expiration of the current CBA. The member contribution rates outlined as Temporary Rates for 5 Years in the previous chart, shall not be subject to negotiations, unless agreed to by both parties. The member contribution rates set to take effect on January 1, 2029, outlined as Ultimate Rates after 5 Years in the previous chart, may be subject to future contract negotiations at any time after expiration of the CBA in place at the time this LOA takes effect.

3. The parties agree that Article 23, Pension Amendments, Section 23.8 Pension Age and Service Requirement on pages 30-32 of the CBA will be stricken from the CBA and replaced with the following language.

**Section 23.8.Pension Age and Service Requirements.**
All employees eligible for an Act 345 retirement must satisfy the following years of service as a full time employee and age requirements to be eligible for the defined benefit pension:

| Hire Date | Minimum Years of Service for a full service retirement | Minimum Age | Multiplier First 25yrs | Multiplier After 25yrs | Pension Cap |
|---|---|---|---|---|---|
| On or before December 31, 2003 | 25 | Any | On or before January 31, 2009 2.75% On or after February 1, 2009 2.9% | 1.0% | 73% |
| Between January 1, 2004 and June 30, 2012 | 25 | Any | On or before January 31, 2009 2.75% On or after February 1, 2009 2.9% | 1.0% | 75% |
| Between July 1, 2012 and June 30, 2016 | 25 | Any | 1.5% | 1.0% | 50% |
| After ratification of this agreement | 25 | Any | 1.5% | 1.0% | 50% |

All multipliers and pension caps shall be as provided for in the above chart.

Member contributions shall be as provided for in paragraph 2 of this LOA.

Employees hired on or after July 1, 2012 shall have a pension multiplier for Act 345 service retirement and non-duty disability retirement at the rate of 1.5% for the first twenty-five (25) years of service and one percent (1%) for each year of service thereafter. These employees will also participate in the defined contribution pension system (which constitutes a hybrid pension system). For the defined contribution pension plan, the City shall contribute a flat three percent (3%) to the defined contribution pension plan and the employee must contribute a minimum of three percent (3%) up to a maximum of twelve percent (12%).

4. This LOA shall apply to all current and future union members eligible for pension benefits at the time this LOA is made effective.

**International Association of Fire Fighters, Local, 1306**

President
Date: 12-18-23

Vice President
Date: 12-14-2023

**City of Jackson**

City Manager
Date: 12/20/23

Director of Police and Fire Services
Date: 12-19-2023

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# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene

**FROM:** Doria LaPorte

**DATE:** July 5, 2024

**RECOMMENDATION:** Approve the 2024-2028 Labor Agreement between the City of Jackson and the International Association of Fire Fighters Local 1306 (IAFF)

## ISSUE STATEMENT

This memorandum is to advise the Council that management's discussions with the International Association of Fire Fighters Local 1306 (IAFF) for a negotiated labor contract have ended with achieving a negotiated labor contract for the years 2024-2028.

The City of Jackson has four collective bargaining units. The City works with representatives of each unit to negotiate the terms of an agreement which lay out conditions of employment. This agreement is then brought to the respective union members for a vote, and sent to the City Council for review, discussion, and approval. Of those four bargaining units, the International Association of Fire Fighters Local 1306 contract expires at the end of June 2024. The IAFF unit represents the city's thirty-one (31) employees in the following classifications:

- Firefighter (19)
- Fire Lieutenant (6)
- Fire Inspector (1)
- Fire Captain (3)
- Assistant Fire Chief (2)

As part of the negotiation process, staff and union representatives looked at both internal and external market comparisons regarding wages and benefits. City staff and union members from the IAFF bargaining unit have found common ground for a settlement on a contract that spans four (4) years. At this time, staff is asking the Council to consider the draft contract for the IAFF unit whose members have voted to accept the proposed terms and conditions.

## DESCRIBE THE CONSEQUENCES

The IAFF unit and the City have achieved the main objective of collective bargaining by coming to a strong mutual agreement on employment terms that benefit both parties involved. Without Council approval of the new certified bargaining agreement, the relationship between management and the IAFF unit will suffer as both parties will not be able to reap the negotiated benefits that they both credit to contribute to a successful working organization.

## OWNERSHIP

This memorandum is to advise the Council that management's discussions with the International Association of Fire Fighters Local 1306 (IAFF) for a negotiated labor contract have ended with achieving a negotiated labor contract for the years 2024-2028.

The City of Jackson has four collective bargaining units. The City works with representatives of each unit to negotiate the terms of an agreement which lay out conditions of employment. This agreement is then brought to the respective union members for a vote, and sent to the City Council for review, discussion, and approval. Of those four bargaining units, the International Association of Fire Fighters Local 1306 contract expires at the end of June 2024. The IAFF unit represents the city's thirty-one (31) employees in the following classifications:

- Firefighter (19)
- Fire Lieutenant (6)
- Fire Inspector (1)
- Fire Captain (3)
- Assistant Fire Chief (2)

Management has been engaged actively with the Association of Fire Fighters Local 1306 (IAFF) for several months to achieve a mutually agreeable labor contract for our fire suppression staff. Within the past week the parties arrived at mutually agreeable language for all of the contract articles, which included a wage package that would keep our fire suppression staff within the 75th percentile of the top-paid supervisory fire departments in Michigan in relation to our identified comparable cities per GovHR and other enhancements to the fire suppression staff's working conditions.

City staff and union members from the IAFF bargaining unit have found common ground for a settlement on a contract that spans four (4) years.

As part of the negotiation process, staff and union representatives looked at both internal and external market comparisons regarding wages and benefits. The City's compensation policy objectives include:

- Internal Equity - maintaining a compensation and benefit package that is as consistent as possible between the City's four union and non-union groups.
- External Equity- maintaining compensation and benefits packages that are equivalent to comparable cities for comparable positions.

The following are the substantive changes to the current terms:

- **Contract Duration:**
  - Article 29: Term of 4 years from 7/1/2024 – 6/30/2028
- **Wages**:
  - Section 6.1: Effective July 1, 2024, employees hired on or after July 1, 2012, shall be paid at the Schedule I wage scale thus eliminating Schedule II.
  - Section 6.1 Cost of Living Adjustment of 0% effective July 1, 2024, 0% effective July 1, 2025, 3% effective April 1, 2026, and 2% effective April 1, 2027.
  - Appendix A: The City and the Union agree to add a 1.5 step to the IAFF salary schedule for this CBA to accurately reflect current process.

- Appendix A: The City and the Union agree to strike the preceding rate language on the IAFF salary schedule to remove the provision that the IAFF members are to take a step back in pay for their probation period when promoted.
- Section 6.4: Call-Back Pay: Addition of new language stating a Fire Inspector called back for a fire-related call will receive compensation for actual time worked at the rate of time and one-half their regular hourly rate. They may choose to work the entire four hours referenced in Section 6.4.

- **Agency Shop:**
  - Section 4.3: Language has been modified in this section to reflect the current Union due collection schedule in place (biweekly).
- **Union Activities:**
  - Section 5.2: Language added to include Union conventions, conferences, seminars, classes, trainings, and symposiums with approval of the Director of Police and Fire Services.
- **Staffing Assignments:**
  - Section 8.3: New language entered in the agreement stating that members may be selected to receive training/certification as Fire Investigator, including when deemed necessary, a certified Fire Investigator of the department or the Summit Township Fire Department shall be utilized. Management agreed to consult with the Union regarding any changes to the policy and/or protocol related to Fire Investigators. This reflects current practice.
  - Section 8.4: New language entered in the agreement stating the Fire Inspector shall provide recommendations regarding fire safety compliance, but the final sign-off authority remains with the Fire Marshal, who will make the ultimate decision based on the inspector's findings and reports.
- **Sick Leave, Funeral Leave, Military Leave and Personal Leave:**
  - Section 10.5: New language agreed upon permits members who present official military orders to be compensated the differential amount between an employee's military leave pay and regular pay for a normal shift up to a maximum of 15 military days annually.
  - Section 10.6: New language agreed upon states effective July 1, 2024, firefighters shall accrue thirty-six (36) hours of personal leave time, which can be used for any purpose on proper notice and at no less than one (1) hour intervals, with the approval of the Deputy Chief. Members assigned to forty (40) hour positions shall accrue eight (8) hours of personal leave. Personal leave time that is approved is not subject to cancellation.
- **Insurance:**
  - Section 11.1: Termination of member and spouse participation in annual cotinine testing.
  - Section 11.2: Effective July 1, 2024, an agreement has been made to allow IAFF members to elect MERP as their Retiree Health Savings Plan contingent upon the feasibility of changing the MERS plan document in place. A decision on this matter shall take place before January 1, 2025. In the event an IAFF member does not elect MERP, the RHS plan in place will apply.
- **Subsistence Allowance:**
  - Section 13.1: Increase in the annual subsistence allowance for members from $8.00 an employee to $12.00 ( $5.00 for lunch and $7.00 for dinner) for each day actually worked. In addition, all union 40-hour positions shall receive an annual subsistence allowance of $5.00 for each day actually worked.
- **Duties and Assignments:**
  - Section 14.8: Language changed to increase the length of time that Management can temporarily assign employees and language changed to decrease the notice required before

moving an employee. Language added that an employee temporarily moved cannot be moved again for 365 days.

- Section 14.9: New section added to outline shift rebids and in-shift rebids.

- **Training and Education:**
  - Section 21.1: The maximum annual reimbursement per employee shall now be $1250 from $800.
- **Pension Age and Service Requirements:**
  - Section 23.8: For the duration of this agreement, both the City and Union parties agree and acknowledge the terms of the letter of agreement between the City of Jackson and Local No. 1306 of the International Association of Firefighters signed on December 18, 2023, regarding Pension Age and Service Requirements, remains in place for all current and future members eligible for pension benefits. The terms of this LOA grant retirement eligibility for members who have twenty-five years of service. The cost of increased member pension contributions is paid by the union members. In addition, language in this section was modified for employees hired on or after July 1, 2012, who are members of the hybrid pension system, the state that the City shall contribute a flat six percent (6%) ( previously 3%) to the defined contribution pension plan and the employee must contribute a six percent (6%) (previously 3-12%).
- **Seniority:**
  - Section 24.2: New language allowing management to elect to extend the probationary period for members that have two or more substandard reviews up to an additional six months during the twelve-month probationary period; the purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify them for regular employee service.
- **Promotions:**
  - Section 25.3: New language stating that the Fire Inspector shall be appointed by the Director of Police and Fire Services.
  - Section 25.5 New language granting educational credits for a Master's degree, and a State of Michigan AEMT or Paramedic License.
- **Physical Fitness:**
  - Section 26.1: Language modified to reflect that a member will be reimbursed for proven expenses at an approved facility, not to exceed the cost of a one-person adult membership at the Y Center, if the member uses that facility provided the employee shows proof of at least eighty-four (84) visits to the approved facility. Requiring proof of visits ensures the City has paid for a membership that has been utilized.
  - Section 26.1: New language stating that the City and Union may mutually agree to a Physical Fitness Testing Program as a replacement for the Wellness Incentive program.

## SOLUTION

At this time, staff is asking the Council to consider the draft contract for the IAFF unit whose members have voted to accept the proposed terms and conditions.

## FACILITATE IMPLEMENTATION

Staff recommends approval of the 2024-2028 IAFF unit contract terms.

# LABOR AGREEMENT

July 1, 2024~~1~~ - June 30,

2028~~4~~

BETWEEN

CITY OF JACKSON

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Local 1306

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## AGREEMENT

THIS AGREEMENT, entered into effect this 1st day of July, 2024~~1~~, between the CITY OF

JACKSON, MICHIGAN, a Municipal Corporation hereinafter called the "City," and LOCAL NO. 1306 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the SUMMIT/JACKSON FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter called the "Union."

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

## ARTICLE 1 – PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of the Public Acts of 1965, as amended, to incorporate understandings reached into a written Agreement.

## ARTICLE 2 – COVERAGE

This Agreement shall be applicable to all sworn employees of the Fire Department of the City, except the Chief and Deputy Chief thereof and except civilian employees and Fire Cadets.

## ARTICLE 3 – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of said employees of the Fire Department, for the purpose of collective bargaining in regard to wages, hours and other terms and conditions of employment.

## ARTICLE 4 - AGENCY SHOP

**Section 4.1.** All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Union in good standing, following the date of signing of this Agreement, or at the beginning of their employment, shall, as a condition of their employment, remain members of the Union in good standing during the term of this Agreement, or shall pay Union dues in accordance with the provisions of Section 4.2 thereof.

**Section 4.2**. Any employee covered by this Agreement who is not, or does not become a Union member, shall be required, within thirty (30) days from the effective date hereof, or in the case of a new employee, within thirty (30) days from the date of his/her employment, as a condition of employment, to have an amount equal to the Union monthly dues, not including any initiation fees, deducted from his/her wages in the same manner as check-off Union dues.

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**Section 4.3.** Upon receipt of a written authorization from any employee covered by this Agreement, the City will, every pay period of the month, deduct from the employees' pay, the amount owed to the Union by such employee for Union membership dues. ~~Upon receipt of a written authorization from any employee covered by this Agreement, the City will, every second pay period of the month, deduct from the employees' pay, the amount owed to the Union by such employee for Union membership dues.~~

**Section 4.4.** The Union agrees to furnish to the City written authorizations, in suitable legal form, for such pay deductions from its members and to present such forms forthwith to all employees covered by this Agreement who are nonmembers for signature. In the event the Union, after a good faith effort, fails to procure the signature of such nonmembers, it shall notify the City forthwith.

**Section 4.5.** The Union will indemnify, defend and hold the City harmless against any claims made, liability incurred, and any suit instituted against the City on account of any check-off of Union dues and against any liability of any kind whatsoever arising to the City from the provisions of this Article.

**Section 4.6.** The Union agrees to refund to the City any amounts paid to it in error, on account of the provisions of this Article upon presentation of proper evidence thereof.

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## ARTICLE 5 - UNION ACTIVITIES

**Section 5.1. General.** Employees and their Union representatives shall have the right to join the Union, to engage in lawful activities for the purposes of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, or complaint in accordance with the procedures set forth in this Agreement, related to the conditions or compensation of their employment, all free from any and all restraint, coercion, discrimination, or reprisal.

**Section 5.2. Released Time**. Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay for Union purposes ( IAFF or MPFFU sponsored conventions, conferences, seminars, classes, trainings, and symposiums), ~~,~~ with the approval of the Director of Police and Fire Services, including negotiations with the City and settlement of grievances arising under this Agreement. Union delegate members, not to exceed two (2) in number, shall be afforded time off with pay to attend the Michigan Professional Firefighters Convention held every two (2) years not to exceed three (3) days and the same shall apply to Union delegates attending the International Association of Fire Fighters Convention held every two (2) years, not to exceed five (5) days.

A. Prior to January 1 of each year, the Union shall notify the Director of Police and Fire Services which officers will be responsible for grievance processing during the succeeding calendar year.

In addition, prior to vacation picks each year, the Union shall notify the Chief which delegates will be attending conventions during the succeeding twelve (12) months and the dates of said conventions.

**Section 5.3. Bulletin Boards**. The Union shall be provided suitable bulletin board space at each fire station for the posting of Union notices of the following type:

1. Notices of recreational and social events of the Union.

2. Notices of Union election.

3. Notices of results of Union elections.

4. Notices of meetings of the Union.

5. Also, such other notices as receive the prior approval of the Director of Police and Fire Services.

Such space shall be identified with the name of the Union and the Union will designate persons responsible therefor and inform the City of the names of such persons.

**Section 5.4. Union Meetings.** The Union may hold its general or special meetings on Fire

Department property if the Union obtains prior approval of the Chief of the Fire Department, and further provided that if permission is granted, it does not disrupt the duties of the employees or the efficient operations of the Department. Executive Board meetings may be held on Fire Department property as long as they do not disrupt the Fire Department operations and advance notice is given to the Director of Police and Fire Services of such meetings.

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## ARTICLE 6 - WAGES

**Section 6.1. Rates of Pay.**

~~A.~~ The job classifications, applicable rates of pay, and periodic increases therefor are set forth in Appendix A attached hereto and by this reference made a part thereof.

A.

B. The following method shall be used in calculating rates of pay in the future for Class Grades 58: ~~Tier I~~ Class Grade 58 shall be 15.0% higher than Class Grade 55.

~~Tier II Class Grade 58 shall be 10.0% higher than Class Grade 55.~~

C. The salary rates for the period of July 1, 2024~~1~~ through June 30, 2028~~3~~ shall be as set forth in the attached Appendix A, Schedule I ~~and Schedule II~~

D. Effective July 1, 2024, employees hired on or after July 1, 2012 shall be paid at the Schedule I wage scale thus eliminating Schedule II.

| | |
|---|---|
| Year 1 | 0% |
| Year 2 | 0% |
| Year 3 (Effective 4/1/2026) | 3% |
| Year 4 (Effective 4/1/2027) | 2% |

~~C.~~

~~Year 1 0% increase for employees hired before 2012~~

~~0% increase for employees hired after 2012~~

~~Year 2~~ ~~0% increase for employees hired before 2012~~

~~0% increase for employees hired after 2012~~

~~Year 3~~ ~~Tier 1 Pay Scale 3% effective 3/1/2023~~
~~Tier 1 Pay Scale 3% effective 7/1/2023~~
~~Tier 1 to receive a $1,250.00 lump sum effective upon signing of T.A~~

~~Tier 2 Pay Scale 4% effective 7/1/2023~~

---

**Section 6.2. Holiday Pay.**

A. All personnel in the Fire Department working on the platoon system and thereby required to work on ordinarily observed holidays shall be entitled and are hereby granted leave of absence in the amount of four (4) work shifts (96 hours) in lieu of receiving holidays and this additional time off in lieu of holidays shall be at such time as agreed upon by the Chief of the Department and in accordance with vacation scheduling policy.

Such employees hired after January 1 of any given year, but before October 1 of said year, shall be allowed to select one (1) duty day off for every three (3) holidays which occur during said nine (9) month period, provided said employee is still employed after the holidays occur for which they are claiming duty days off. Such duty days must be taken off prior to December 31 of the year in which hired.

Effective January 1, 2009, when an employee on the platoon system works on any day celebrated as one of the specified holidays listed below, he shall be paid one and one-half times his regular straight time hourly rate for all hours worked on the holiday. Time worked for this purpose will include those hours between 12:01 a.m. and 12:00 midnight on the day the holiday is observed.

Employees who retire in accordance with either City retirement program on or after January 1 of any given year, shall be entitled to a pro-rata holiday pay-off of one (1) duty day for each three (3) holidays that occur prior to the employee's retirement, unless the employee has elected to schedule the holiday leave days off as part of his/her vacation pick.

B. All other full-time employees not working on the platoon system shall receive holidays as follows:

| | |
|---|---|
| The first day of January | New Year's Day |
| The third Monday of January | Martin Luther King Day |
| The third Monday of February | Presidents' Day |
| The Friday immediately preceding Easter | Good Friday |
| The last Monday in May | Memorial Day |

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| | |
|---|---|
| The fourth day of July | Independence Day |
| The first Monday of September | Labor Day |
| The eleventh day of November | Veteran's Day |
| The fourth Thursday of November | Thanksgiving |
| Day The Friday immediately following Thanksgiving. | |
| The day before Christmas | Christmas Eve Day |
| The twenty-fifth day of December | Christmas Day |

If a holiday falls on any such employee's regularly scheduled day off, he/she shall celebrate such holiday on his/her closest regularly scheduled working day. Any holiday which falls within an employee's vacation period shall not be considered as part of the vacation period and the employee shall receive his/her full vacation and one (1) additional day for each holiday which falls within such vacation period.

**Section 6.3. Overtime Pay.** All employees covered by this Agreement shall be paid overtime pay for all authorized overtime work at the rate of time and one-half (1-½) in cash. For purposes of this Agreement, the employee's hourly rate of pay shall be the annual salary for each employee divided by 2080 hours.

**Section 6.4. Call-Back Pay.** Except for scheduled overtime, when an employee is called back to work at any time other than his/her regular designated shift, he/she shall be given not less than four (4) hours work at one and one-half (1-½) times his/her regular rate. Provided, however, that all other work in addition to the first four (4) hours shall be paid at such regular rate, except to the extent that the same may entitle the employee to overtime pay as provided for in Section 6.3. This provision shall not apply to employees who are called back prior to their normal starting time and continue to work their regular shift thereafter. In these cases, employees shall only receive call back pay for the hours worked prior to the start of his/her regularly starting time.

Further, no call-back pay will be paid more than once during any twelve (12) hour period. For purposes of computation of call-back pay, as such, the employee's hourly rate will be computed by dividing his/her annual salary by 2080 hours.

In the event of sick leave or worker's compensation leave, employees working the platoon system must work one (1) regular work shift before being eligible for any unscheduled overtime call-back.

A Fire Inspector called back for a fire related call or as an investigator outside of the business hours, will be compensated for actual time worked at the rate of time and one-half their regular hourly rate. They may choose to work the entire four (4) hours referenced in Section 6.4.

## ARTICLE 7 - HOURS OF EMPLOYMENT

**Section 7.1. Work Week.** The work week of employees in the fire suppression division shall be fifty-six (56) hours per week on a three (3) platoon system (California system). The Assistant Chief who are not assigned to a suppression shift shall be considered salaried employees for purposes of their regular work assignments. Other non-suppression employees (including suppression employees assigned to light duty on a 40-hour schedule) shall normally work a forty (40) hour week; their normal hours shall continue to be eight (8) hours per day, five (5) days per week. These eight-hour employees are eligible

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to adjust their work schedules to accommodate work-related meetings, presentations, etc., as well as personal appointments. Schedule adjustments are subject to the approval of the Director of Police and Fire Services.

The Assistant Chief may be required to rotate availability for call during off-duty hours and shall respond to calls via car radio or a pager, which shall be carried at all times when on call. The types of calls that require a response by the on-call Assistant Chief shall be controlled by Department policy. Assistant Chief who are required to report for emergencies outside business hours will be compensated for reporting to work for actual time worked at the rate of time and one-half their regular hourly rate. Assistant Chief who respond to emergency call-in may choose to work the entire four (4) hours referenced in Section 6.4.

Assistant Chief who are assigned to a suppression shift shall be considered hourly employees for purposes of their regular work assignments, and will be compensated for working additional hours in the same manner as other suppression staff.

Any changes or adjustments in the fire fighter work week, hours per week or platoon system shall be made only after negotiations and agreement between the parties. If such changes are hereafter mandated by law, then the parties hereafter may utilize all existing legal procedures for negotiating the economic impact of those changes upon the respective parties. Such procedures shall include negotiation, fact finding, mediation and arbitration.

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**Section 7.2. Trading of Days**

A. Employees in the suppression division shall be permitted to voluntarily trade work or leave days with the approval of the Chief of the Department.

B. When trading of days occur, an employee holding a lower classification may trade with someone in a higher classification and will be paid the acting rate for a higher classification when appropriate. When the trading of such time is reversed or paid back for the previous trade, such trade will be permitted only when there is a vacancy present on that shift in the higher classification so that no requirement to pay out-of-grade pay exists. Traded time shall not require more than three (3) Captains or three (3) Fire Motor Drivers to be on duty on any one shift.

C. Time trades (or time trades in combination with vacation leave) should not place the employee in a position to be away from work for longer than 30 calendar days. Time trades used in combination with paid sick leave to cover an extended leave of absence may exceed 30 calendar days. The seniority date and service date of employees who are absent more than 30 consecutive calendar days, for reasons of unpaid sick leave and/or time trades will be adjusted accordingly. Similarly, sick leave accrual may be impacted by extended time trade periods (see Section 10.1.b).

**Section 7.3. Short Time Trades**. Employees in the suppression division shall be permitted to voluntarily trade one (1) short time period during the work or leave day, with the approval of the Chief of the Department (or designee). "Short time" shall be defined as twelve (12) hours or less in any twenty-four (24) hour shift, and the trading of such time is not limited to employees holding the same rank. In

general, the employee working the short time trade will assume the responsibilities and assignment of the employee they are replacing so as to avoid excessive movements. Exceptions to the general rule will be made when it is necessary to reassign a Fire Fighter to act as a Driver or to reassign a Driver to act as a Captain, as a result of the trade.

**Section 7.4. All Time Trades.**

A. If an employee fails to report for duty on a time trade, the employee will forfeit hours of unscheduled vacation (or scheduled vacation at the employee's discretion) for the hours of the uncovered trade. If the employee does not have any unscheduled vacation in his bank at the time of the missed trade, and chooses not to forfeit scheduled vacation, the hours will be deducted from the next year's vacation bank prior to any new vacation time being scheduled for the next year. If the employee terminates employment before the vacation is forfeited, compensation for an equivalent period will be deducted from the employee's final payout. Vacation forfeited in this manner will be considered as time worked for purposes of the negotiated time trade.

B. Time trades will be completed within two (2) calendar years except in extraordinary Circumstances.

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**Section 7.5. Leave Donation.** Fire department members may give time from their leave banks to other fire department members at the sole discretion of the Director of Police and Fire services.

## ARTICLE 8 – STAFFING ASSIGNMENTS

**Section 8.1.** The emergency and nonemergency dispatching of Fire Department personnel shall be performed by a central dispatch service. The Fire Department employees may be assigned and expected to place paging devices in their homes as part of the call-back system to be used. Employees may, but shall not be required to, carry these paging devices with them when they leave their homes during off-duty hours.

**Section 8.2.** The City agrees to continue the practice of assigning a Captain or Acting Captain to the ladder truck on each shift and the parties agree that the pumpers may be used to perform emergency medical runs. A Captain or Acting Captain will continue to staff the Aerial apparatus on a daily basis. With the exception of the Aerial, a Lieutenant or Acting Lieutenant will be assigned to every apparatus that is in service for the shift. There shall be a minimum of two (2) Lieutenant position's assigned to each shift.

In the event there is an acting Officer on the Primary Mutual aid apparatus and there is a promoted Officer available, the promoted Officer will assume the Officer's role on that apparatus.

**Section 8.3.** Employees covered by this Agreement may be selected to receive training/certification as a Fire Investigator. When deemed necessary, a certified Fire Investigator of the Department or of the Summit Township Fire Department shall be utilized. Management agrees to consult with the Union regarding any changes to the policy and/or protocol related to Fire Investigators.

**Section 8.4.** The Fire Inspector shall provide recommendations regarding fire safety compliance, but the final sign-off authority remains with the Fire Marshal, who will make the ultimate decision based on the inspector's findings and reports.

## ARTICLE 9 - VACATIONS

**Section 9.1. Eligibility and Amount**.

A. All present employees covered by this Agreement who work the platoon system (56-hour week) in the suppression division, shall accrue vacation leave as follows:

Employees working the platoon system shall be entitled to carry over no more than eighty-four (84) hours vacation leave, except that such employees with ten (10) or more years of service shall be entitled to carry over no more than one hundred sixty-eight (168) hours vacation leave. This carry over shall be computed as vacation leave accrued on December 31 of any year.

All employees working the platoon system shall normally be granted their first pick, one (1) vacation period of no less than 144 hours which includes 96 hours of leave in lieu of holidays. A maximum of 216

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hours shall be allowed from April 1 through September 30 of each year. There shall be no maximum number of hours from January 1 through March 31 and from October 1 through December 31. Second picks and beyond can be in any amount in twelve (12) hour increments where vacation openings occur.

All employees covered by this Agreement who work the platoon system (56-hour week) in the suppression division, shall accrue vacation leave as follows:

ANNUAL

| YEARS OF SERVICE | ACCRUAL | BASIS OF ACCRUAL |
|---|---|---|
| Less than five years | 168 hrs. | 14 hrs. per mo. worked |
| 5 but less than 10 years | 180 hrs. | 15 hrs. per mo. worked |
| 10 but less than 15 years | 216 hrs. | 18 hrs. per mo. Worked |
| 15 but less than 20 years | 288 hrs. | 24 hrs. per mo. worked |
| 20 or more years | 312 hrs. | 26 hrs. per mo. Worked |

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B. All present employees covered by this Agreement who work a forty (40) hour week (non- platoon, non-suppression) shall accrue vacation leave as follows:

Employees working a forty (40) hour week (non-platoon, non-suppression) shall be entitled to carry over no more than forty (40) hours vacation leave, except that such employees with ten (10) or more years of service shall be entitled to carry over no more than eighty (80) hours vacation leave. This carry over shall be computed as vacation leave accrued on December 31 of any year.

All employees working the forty (40) hour week (non-platoon, non-suppression) shall normally be granted one (1) vacation period of at least eighty (80) hours. All vacation usage shall be under the direction and approval of the Director of Police and Fire Services.

ANNUAL

| YEARS OF SERVICE | ACCRUAL | BASIS OF ACCRUAL |
|---|---|---|
| Less than 5 years | 80 hrs. | 6.66 hrs. per mo. worked |
| 5 but less than 10 years | 96 hrs. | 8 hrs. per mo. worked |

| | | |
|---|---|---|
| 10 but less than 15 years | 120 hrs. | 10 hrs. per mo. worked |
| 15 but less than 20 years | 160 hrs. | 13.33 hrs. per mo. worked |
| More than 20 years | 184 hrs. | 15.33 hrs. per mo. Worked |

C. Annual accrual will be credited on January 1 of each year in the hourly amounts shown for all present employees with five (5) or more years of service. For employees with one (1) but less than five (5) years of service, vacation will accrue at the rate of one-half (½) the employees' current annual vacation leave for each six (6) months of continuous service. For employees hired subsequent to February 17, 1989, vacation leave shall accrue at the rate stated above and be credited to each employee's account at the completion of each month worked. "Each month worked" for accrual purposes shall include time off duty charged against vacation leave, sick leave, duty-disability leave or similar types of absence only as long as the employee continues to remain on the active payroll and receives a bi-weekly paycheck as a regular employee. An employee's anniversary date, for purposes of this Section, shall be the date of hire as a regular employee of the City and shall be the date each month upon which vacation leave is accrued. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

D. All employees covered by this Agreement shall take at least one (1) vacation leave period each year utilizing the minimum number of hours as indicated above. Additional time off may be scheduled as vacation accrual and departmental operations allow.

**Section 9.2. Designation of Vacation Period**. Employees shall be afforded a reasonable time to designate their preferred vacation period(s), with such selection to be made prior to January 1 of each year. The Director of Police and Fire Services shall schedule vacation leave with particular regard to department seniority of employees and with regard to departmental operating requirements and, insofar as possible, with the written request of the employees.

Absence on account of sickness, injury or disability in excess of hereinafter authorized for such purposes, may, at the request of the employee and with the approval of the Director of Police and Fire Services, be charged against vacation leave accrual.

**Section 9.3. Payoff of Accrued Vacation Leave**. If an employee with less than five (5) years of credited service, who is otherwise eligible for vacation with pay quits or is discharged and not reinstated on or after the monthly anniversary date upon which he/she qualified for such vacation with pay without having received same, such employee will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such monthly anniversary date. If an employee quits or is discharged prior to the monthly anniversary date upon which he/she would be qualified for a vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such monthly anniversary date.

**Section 9.4. Additional Vacation Days**. Effective June 30, 1994, additional vacation time shall be granted to the ranking employees as follows:

Assistant Chief - 2 (8-hour) days

Employees may add such additional bonus time to their vacation leave, and if so, then must follow the requirements of vacation leave provisions. Employees shall have the option of either selling the day(s) back or using said day(s) as vacation time. Members entitled to said incentive payments shall make their election no later than July 1 of each year. Members shall be paid on the cash option no later than August of each year.

Requirements Governing Additional Vacation Time:

A. Time shall be given on the 1st of July each year.

B. Newly promoted employees shall be entitled to this vacation on a prorated basis until July 1st following the promotion, at which time they shall start receiving the full benefit.

C. This time shall be used in the fiscal year in which it is given and cannot be carried over.

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**Section 9.5. Vacation Credit Conversion.** When it is necessary for the employer to assign an employee to a 40-hour work week from a 56-hour work week, whether temporary or permanent, the employee's vacation credits will be converted as outlined below.

Vacation time credits will be converted by multiplying the employee's current number of hours by the results of dividing the employee's vacation accrual as a 40-hour work week employee by the vacation accrual he/she would earn as a 56-hour work week employee. As of January 15, 2021, the formula would be:

| | |
|---|---|
| Less than 5 years of service: | 80 / 168 = 0.4762 |
| More than 5 years, but less than 10 years: | 96 / 180 = 0.5333 |
| More than 10 years, but less than 15 years: | 120 / 216 = 0.5556 |
| More than 15 years, but less than 20 years: | 160 / 288 = 0.5556 |
| More than 20 years: | 184 / 312 = 0.5897 |

In the event of a temporary assignment, when the employee is returned to a 56-hour work week, their sick and vacation credits will be converted again:

| | |
|---|---|
| Vacation: | |
| Less than 5 years of service: | 168 / 80 = 2.100 |
| More than 5 years, but less than 10 years: | 180 / 96 = 1.875 |
| More than 10 years, but less than 15 years: | 216 / 120 = 1.800 |
| More than 15 years, but less than 20 years: | 288 / 160 = 1.800 |
| More than 20 years: | 312 / 184 = 1.696 |

In this section, temporary shall be defined as 30 days or more unless agreed upon by the Union and employer.

## ARTICLE 10 - SICK LEAVE, ~~AND~~ FUNERAL LEAVE & MILITARY

**Section 10.1.** Every seniority employee covered by this Agreement who works a fifty-six (56) hour work week schedule shall accrue twelve (12) hours of sick leave allowance for each completed calendar month of service. When a fifty-six (56) hour employee actually uses a day of sick leave, he/she shall have twenty-four (24) hours deducted from his/her accumulated unused sick leave.

Every seniority employee who works a forty (40) hour work schedule shall accrue eight (8) hours of sick leave allowance for each completed calendar month of service. When a forty (40) hour employee

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actually uses a day of sick leave, he/she shall have eight (8) hours deducted from his/her accumulated unused sick leave.

Such sick leave allowance may only be used by an employee when incapacitated to perform his/her duties due to sickness or injury, or when quarantined, or in the event of a serious illness or death in the employee's immediate family. All foreseeable leaves for such purposes shall require specific prior approval of the Director of Police and Fire Services. In the event of sick leave for any purpose, the Director of Police and Fire Services may require a certificate of a medical doctor or other competent professional individual giving information as to the circumstances involved. The immediate family, for these purposes, shall be regarded to include the parents, current spouse, children, brothers, sisters, grandparents, grandchildren and current parents-in-law.

A. The rate of accrual and usage of sick leave allowance as described above shall be initially computed by this method retroactively to the date each current employee in the unit was hired as a sworn officer in the Jackson Fire Department.

B. In order to accumulate sick leave for any given month, an employee must actually work one hundred twenty (120) hours or be on Worker's Compensation, vacation or holiday.

C. Effective July 1, 1991, the City hereby agrees to pay retirees after that date an amount equal to one hundred percent (100%) of salary for unused sick leave at the time of retirement with a maximum of seven hundred twenty (720) hours accumulation.

D. It is understood and agreed that sick leave will not be abused. An employee who makes a false claim for paid sick leave shall be subject to appropriate disciplinary action depending on the circumstances involved.

E. Employees are required to provide medical certification of illness or injury supporting the employees' inability to work in all of the following circumstances. (Appropriate certification to use sick leave as funeral leave may also be required in these circumstances.) The department may require employees to use a department-issued form to ensure the medical professional provides all appropriate information (duration of sick leave, nature of injury/illness, date of treatment, etc.).

1. For 56-hour workweek personnel, appropriate documentation will be required to substantiate all absences of more than two (2) consecutive 24-hour shifts.

2. For 40-hour workweek personnel, appropriate medical documentation will be required to substantiate all absences of more than three (3) consecutive work shifts.

3. An employee experiencing more than four (4) separate incidents of illness/injury in the previous 12-month period will furnish appropriate documentation before returning to work, regardless of the number of days absent. (Use of sick leave to attend funerals of immediate family members will not be counted as an incident for this purpose.)

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4. In unusual circumstances in which it is not possible to obtain appropriate medical certification before the employee's scheduled workday, the employee may request and the Director of Police and Fire Services may approve modification of these requirements.

F. Employees who are incapacitated to perform their duties are expected to remain at home and be available to report to the Employer's physician for evaluation. Exceptions to this requirement include employees who are hospitalized, are otherwise receiving medical care, or were out of town when they became ill or injured. If not at home, the employee will provide the Employer with a telephone number through which he can be reached.

**Section 10.2. Funeral Leave.** Employees working the platoon system shall be entitled to one (1) duty day (24 hours) of funeral leave with pay (not deducted from leave banks), to make arrangements for and attend the funeral of their immediate family, as herein defined, but absence because of such funerals in excess of one (1) duty day will be charged against sick leave or vacation leave, provided he/she attends the funeral and circumstances require his/her being absent beyond the first day following death. At the sole discretion of the Director of Police and Fire Services, additional days of funeral leave may be approved with pay (not deducted from leave banks) for employees working the platoon system to accommodate the employee to make arrangements for and attend a funeral of a spouse, child or parent.

Employees working the forty (40) hour schedule shall receive the amount of pay they should have received on a regular eight (8) hour straight time basis for time necessarily lost during their normal scheduled work week, not to exceed three (3) duty days (24 hours), to make arrangements for and attend the funeral of a member of their immediate family. Absences beyond three (3) eight (8) hour work days to attend funerals will be charged against sick leave or vacation leave, provided he/she attends the funeral and the circumstances require his/her being absent beyond the day of the funeral. At the sole discretion of the Director of Police and Fire Services, additional days of funeral leave may be approved with pay (not deducted from leave banks) for employees working a (40) hour schedule to accommodate the employee to make arrangements for and attend a funeral of a spouse, child or parent.

For the purpose of this Section, immediate family for these purposes shall be regarded to include the parents, spouse, children, brothers, sisters, grandparents, grandchildren, immediate in-laws, domestic partners, and foster or step relatives thereof. The leave days above referred to shall end not later than the calendar day following the day of the funeral, and to be eligible for such pay the employees must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral, and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

A. In case of the death of an aunt or uncle, one (1) duty day of sick leave may be used to attend the funeral in accordance with the above conditions.

**Section 10.3. Family and Medical Leave.** Full time employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the applicable City personnel policy.

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The FMLA and the associated regulations allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks in a twelve month period, and for certain military-related reasons for up to 26 work weeks in a twelve month period, without loss of Employer-paid health benefits. Eligible employees taking FMLA leave will be allowed to use accumulated sick leave and vacation leave during the FMLA leave as detailed below. Upon return from the FMLA leave, the employee will be restored to a comparable position, in accordance with the Act.

A. Documentation: Applications for leave must be submitted in writing 30 days in advance of the commencement of the leave, or as soon as possible when a 30-day notice is not possible. Appropriate documentation to confirm the appropriateness of the leave will be required. Family leave application forms are available in the Personnel & Labor Relations Department.

B. Eligibility: To be eligible, employees must have worked for the City for at least twelve months, including at least 1250 hours during the twelve months immediately preceding the commencement of the leave.

C. Reasons for leave: Eligible employees may use FMLA leaves for the birth of the employee's child; as parental leave to care for a newly adopted child (during first 12 months of the adoption placement) or a child not yet 12 months old; to care for the employee's spouse, child or parent with a serious health condition; or while the employee is unable to work due to a serious health condition. The eligible employee may also use leave for qualifying exigencies related to a family member's military service and/or a family member's active duty injury, in accordance with the statute.

D. In some circumstances involving serious health conditions, the FMLA leave may be used intermittently.

E. Use of paid leave banks:

1. Health Related Leaves: In all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations (with that definition of serious illness used only as it applies to the FMLA), the employee will be required to use his unused sick leave credits. If the employee uses all his accrued sick leave while absent or does not have any unused sick leave credits, the employee must then use his accrued, unused vacation time off until all but forty-eight (48) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

2. Parental Leaves and Military Exigency Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary) or involving a qualifying exigency related to a family member's current or impending active military service, the employee will first use up to seventy-two (72) hours of unused sick leave credits. If the

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absence continues beyond seventy-two (72) hours, the employee will use his accumulated vacation days until all but forty-eight (48) hours are expended (or until the vacation bank is exhausted at the employee's option) or the employee returns to work.

3. Workers Compensation Leaves: The Employer may simultaneously designate a health leave resulting from a work-related injury as FMLA leave when such leave exceeds six (6) calendar weeks. In such cases, the employee will not be required to use paid sick leave bank time because the Workers Compensation Statute provides for alternate income replacement.

F. Verification: For all qualifying absences involving the serious health condition of the eligible employee or family member, the terms of the FMLA will be assumed to be effective for absences of more than three (3) consecutive work days, unless medical documentation cannot support the serious health condition standard. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job. Appropriate verification may be required to support military-related absences, in accordance with the FMLA statute and regulations.

**Section 10.4 Sick Time Credit Conversion.** When it is necessary for the employer to assign an employee to a 40-hour work week from a 56-hour work week, whether temporary or permanent, the employee's sick credits will be converted as outlined below.

Sick time credits will be converted by multiplying the employee's current number of hours by the results of dividing the current administration sick accrual (8 hours) by the current suppression sick accrual (12 hour). The result of this is 0.6667 as of January 15, 2021.

8 / 12 = 0.6667

In the event of a temporary assignment, when the employee is returned to a 56-hour work week, their sick and vacation credits will be converted again:

Sick: 12 / 8 = 1.5

In this section, temporary shall be defined as 30 days or more unless agreed upon by the Union and employer.

**Section 10.5. Military Leave.** Any employee who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to such leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Military Leave ACT, or any federal law or provision regarding military leave. Additionally, employees may be compensated with a "make up" provision (the differential amount between an employee's military pay and regular pay as bargaining unit member) for pay to be calculated upon what would be the employee's regular pay for normal shift up to a maximum of fifteen military days per contract year upon presentation of competent orders to fulfill any military obligation including weekend drills.

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**Section 10.6. Personal Leave.** Effective July 1, 2024, firefighters shall accrue thirty-six (36) hours of personal leave time, which can be used for any purpose on proper notice and at no less than one (1) hour intervals, with the approval of the Deputy Chief. Members assigned to forty (40) hour positions shall accrue eight (8) hours of personal leave. Personal leave time that is approved is not subject to cancellation.

Following the initial allocation of the personal leave listed above, the same amounts shall be accrued on an annual basis on January 1st beginning on January 1, 2026. An employee may carry over a total of thirty-six (36) hours (firefighters) or eight (8) hours (staff assigned to 40-hour positions) respectively to the following calendar year. Any additional leave time shall be forfeited.

Upon separation of employment, a full-time employee shall receive full compensation for all of his/her then current accumulated and unused personal time at his/her current hourly rate. If employment is separated by death, the employees designated beneficiary shall receive said compensation for the employee's then current accumulated and unused personal time at this then current hourly rate. This compensation shall not count towards an employee's FAC calculation for determining pension benefits.

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## ARTICLE 11 - HOSPITALIZATION/LIFE INSURANCE

**Section 11.1. Current Employees.** Each employee, their spouse, and eligible dependents shall be entitled to participate in a high deductible health care and any prescription drug plan provided by the Employer. Employees will share the cost of the deductible as follows: $500 Employee/$4,500 City for single or $1,000 Employee/$9,000 City for two person or family coverage. All employees shall pay 20% of the annual premium costs for medical plans (including prescription drug coverage). ~~However, effective July 1, 2016 all employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a smoking free workforce. Unless an employee chooses to opt out of the program all employees~~

~~shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). The tests shall be administered between May 1st and June 30th of EACH calendar year. The employer shall also have the ability to administer a random test per fiscal year for employees only. However, a positive urine test result (over 20 ng/ml), along with all those choosing to opt out, will result in having to pay a total of 50% towards that year's health insurance illustrative cost.~~

~~An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee and spouse covered by City health insurance, will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager.~~

~~Commencing July 1, 2021 all employees choosing to participate in family or two person health insurance coverage are required to have any spouse covered by City health insurance comply with the above referenced testing. If the spouse covered by City sponsored healthcare, tests positive under the same guidelines and criteria as stated in Article 11, the listed health insurance illustrative cost shall be in effect. Nicotine test for spouse will be paid for by the employer, at a test site determined by the employer.~~

Spouse Healthcare Eligibility – For all benefit eligible employees, if a member's spouse who is a full-time employee with another employer and who is eligible for medical coverage under his/her own employer's plan but elects not to enroll in that plan even if they have to pay for coverage, that spouse is NOT eligible for coverage under the City of Jackson's plan, except as provided as follows. A member's spouse may be put on the City of Jackson's plan as secondary, once a copy of the primary insurance cards are received by the City of Jackson. If the medical healthcare coverage under the spouse's employer's plan is not comparable in cost and not comparable in all provided benefits to the City of Jackson's plan as determined by the City of Jackson's third party benefit administrator, effective July 1, 2021, the spouse is not required to enroll in their employer's plan and shall be covered under the City of Jackson's plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source.

**Section 11.2. Full Service Retirees.**

All service members covered by this Agreement who were hired on or before June 30, 2016 and who meet the requirements of a full service retirement, not deferred, will be offered the same health insurance as active employees but shall pay 20% of the annual premium costs of the medical plan selected (single, two person, family). This benefit will be retained until Medicare eligible.

All employees Hired On/After July 1, 2016 will not be eligible for health insurance in retirement. Full time employees will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the Employer. The Employer and employee shall contribute annually to be the RHS plan according to the table below. Employees participating in the RHS plan shall be vested in the RHS after three (3) years. RHS plan participants are eligible to receive medical benefit payments upon separation from service pursuant to plan provision and in accordance with Internal Revenue Code sections. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

| Employer Contribution | Employee Contribution |
|---|---|
| $3,000 | $350 |

Effective July 1, 2024, an agreement has been made to allow IAFF members to elect MERP as their Retiree Health Savings Plan contingent upon the feasibility of changing the MERS plan document in place. A decision on this matter shall take place before January 1, 2025. In the event a IAFF member does not elect MERP, the RHS plan in place will apply.

**Section 11.3. Non Full Service Retirees.**

All non-full service retirees covered by this Agreement shall contribute towards their health insurance premium the percent indicated below:

| Description | Retiree Premium Share |
|---|---|
| Duty disability retiree, must have at least 10 years of City fire service to be eligible for retiree health insurance | 25% |
| Non-duty disability retiree must have at least 20 years of City fire service to be eligible for retiree health for a 25 to 28 year employee | 35% |
| Non-duty disability retiree must have at least 25 years of City fire service to be eligible for retiree health for a 29 year and above year employee | 35% |

The specified insurance coverage and Employer's liability for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above, even if there is a cost to the retiree. A retired employee, who cease to be covered by the Employer's insurance because of his employment or his spouses' employment and the resulting insurance coverage may, upon termination of coverage elsewhere, re-enter the employer's insurance coverage described in this section. If a retiree who retires after the execution of this agreement and who is being provided retiree health insurance by the Employer, should subsequently expire, the insurance coverage as provided to his spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of $250 per month for the retiree or $450 per month for the eligible retiree and spouse, or the city's actual cost to provide said insurance respectively, or the retiree

may receive this stipend to purchase alternate coverage.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.

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**Section 11.4. Dental/Optical Reimbursement**. The Employer will reimburse employees for proven dental and/or optical expenses, not to exceed six hundred fifty dollars ($650.00) [effective July 1, 2009, seven hundred fifty dollars ($750.00)] combined in any given contract year, for the employee, his/her spouse and dependent children. There shall be no carry over of unused benefits from any contract year to another. If the dental and/or optical expenses are eligible for payment from another source; i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by the City reimbursing only that portion not eligible for payment from the primary source. Reimbursement Request Forms for dental and/or 19 optical expenses shall require the employee's certification that the dental and/or optical coverage is not available from any other source.

**Section 11.5. Life Insurance.**

A. The City will provide a forty-thousand dollar ($40,000.00) life insurance policy with double indemnity provisions for employees covered by this Agreement at no cost to the employee. (If the employee's base annual earnings are more than $40,000, the insurance policy coverage will match the employee's base annual earnings.) Such insurance policy shall be reduced to five thousand ($5,000.00) coverage at regular service retirement and shall be maintained to age 65, regardless of age of retirement.

B. The City will provide a five thousand dollar ($5,000.00) life insurance policy for all employees covered by this Agreement who retire on or after July 1, 1974, on duty-disability pension from either the City of Jackson Police and Fire Pension System or the City of Jackson Act 345 Pension System.

C. The City will provide for a payment of a five thousand dollar ($5,000.00) death benefit for any employee covered by this Agreement who is killed in the performance of his/her duties with the City of Jackson.

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**Section 11.6. Cafeteria Plan/Medical Insurance Opt-Out**: Employees are eligible to participate in the health insurance plans offered by the Employer pursuant to the terms of this Agreement. Employees who have comparable health insurance from a spouse's Employer or other source, and therefore are not participating in the City's group health insurance plan, are eligible for cash in lieu of health insurance for the plan year. This benefit is payable bi-weekly over twenty-six (26) pays and is prorated for persons hired after the beginning of the medical benefit plan year. The annual health insurance opt-out stipend is as follows:

| | |
|---|---|
| Single Subscriber | $1,500 per year. |
| Two persons | $1,850 per year. |
| Family | $2,200 per year. |

Employees are eligible to participate in any cafeteria benefit plans offered by the Employer. Such plans are subject to change or cancellation at the Employer's discretion and/or when changes are precipitated by changes in law or benefit availability.

**Section 11.7. National/State Health Care**. If, during the term of the parties' Agreement, the federal or state government implement a health care plan that replicates all or part of the health insurance benefits provided by the Employer, the parties will re-open negotiations on this subject with the goal of achieving an Agreement on ensuring the employees and retirees maintain a comparable benefit without causing unnecessary expense to the taxpayers.

## ARTICLE 12 – UNIFORM ALLOWANCE

**Section 12.1.** All uniforms and clothing required shall be furnished by the City. Employees covered by this Agreement who are required to wear and continuously maintain prescribed items of uniform clothing shall clean and maintain such items at their own expense.

The wearing of uniforms shall be in accordance with Fire Department General and Special Orders pertaining to Uniforms. The Department will establish a schedule for uniform replacement and distribution. Uniform distribution will generally occur once each year.

## ARTICLE 13 - SUBSISTENCE ALLOWANCE

**Section 13.1.** All employees on the payroll and required to take their meals at the engine house shall receive an annual subsistence allowance of $12 ($5 for lunch and $7 for dinner) for each employee for each day actually worked. In addition, all union 40-hour positions shall receive an annual subsistence allowance of $5.00 for each day actually worked. Employees shall be paid on or about November 1 of each year, or as soon as possible thereafter, but no later than November 30. In the event an employee leaves the City service after the November payment in any year before completion of a full year from that date, he/she shall receive the allowance for any days worked as severance pay.~~All employees on the payroll and required to take their meals at the engine house shall receive an annual subsistence allowance of $8.00 employee for each day actually worked. Employees shall be paid on or about November 1 of each year, or as soon as possible thereafter, but no later than November 30. In the event an employee leaves the City service after the November payment in any year before completion of a full year from that date, he/she shall receive the allowance for any days worked as severance pay.~~

## ARTICLE 14 - DUTIES AND ASSIGNMENTS

**Section 14.1. Assignments and Work Details.** Station duties, assignments and work details shall be as required by the Chief and officers of the Department with reasonable observance of seniority and ability.

**Section 14.2. Maintenance.** Maintenance of equipment, station and grounds shall also be as required by the Chief of the Department. No building maintenance, interior or exterior, normally contracted for with members of other trade Unions shall be required to be performed by the Union.

**Section 14.3.** Vacancies in shift, station and/or equipment assignments shall be posted on the department bulletin boards for a period of seven (7) calendar days, during which period employees may bid for such opening or vacancy by submitting a written request to the Assistant Chief/Operations. The

seven (7) day posting period may be waived with mutual agreement by the Union and Director of Police and Fire Services. In such cases, the bid process may be handled by oral communications.

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**Section 14.4.** Bidding for vacancies as described in Section 14.3 of this Article, shall be by classification and only employees who have completed their probationary period in the classification shall be eligible for bidding.

**Section 14.5.** Bid awards shall be by seniority in the classification or position that is vacant. If no requests are submitted, the employee with the least seniority in the classification shall be assigned to the vacancy.

**Section 14.6.** When an employee bids for a vacancy and is awarded such position, he/she shall not be eligible to bid for another vacancy for a period of thirty (30) days from the effective date of filling the vacancy. If no one bids for a given vacancy, the employee assigned by the City to fill the vacancy shall not be restricted from bidding for future vacancies.

**Section 14.7.** It is hereby understood that bid awards that require a shift transfer could result in some loss of time off or a change in vacation picks for the affected employee. The employee being awarded the bid will be required to assume the scheduled work cycle that exists for the vacancy. In the case of a shift change by bidding, the employee's prior vacation picks will be honored when the schedule permits as determined by the Chief. If such prior pick is not available, the employee who bids into the new shift shall select a new pick as the schedule permits.

**Section 14.8.** Management retains the right to temporarily assign employees to various shifts, stations and equipment for a minimum of thirty (30) calendar days up to a maximum of three hundred and sixty-five (365) calendar days as determined by the Director of Police and Fire Services. Management will give the affected employee four (4) calendar days' notice before he or she is moved. After an employee is moved and returns to their previous assignment, the employee shall not be moved for three hundred and sixty-five (365) calendar days. Within this 365-day period, if there is need for another temporary assignment, the next least senior employee on the affected shift may be moved. The provisions in this section may be modified upon mutual agreement between management and the Union.

Section ~~Management retains the right to temporarily assign employees to various shifts, stations and equipment for a minimum of thirty (30) calendar day's up to a maximum of one hundred and eighty~~

~~(180) calendar day's as determined by the Director of Police and Fire Services. Management will give the affected employee 7 calendar days' notice before he or she is moved. The provisions in this section may be modified upon mutual agreement between management and the Union.~~

**14.9 Shift Rebid Process.** Shift bids will be done on a Rank and Seniority basis. i.e. Senior Captain, Senior Lieutenant, and then Firefighters. Shift bids will be done to allow no less than sixty (60) days of notice of change and will not occur more than once every five (5) years. In addition, a shift rebid may be conducted upon mutual agreement between management and the Union when there is a change in working conditions ( i.e. new station, additional apparatus).

In-Shift Rebid:

By establishing a regular schedule for in-shift rebids every six months, the clause aims to provide suppression staff with the opportunity to periodically review and adjust their duty assignments in a

transparent and equitable manner. Furthermore, in-shift rebids for suppression shall be conducted every six months. Prior to commencement of each rebid period, departmental management shall provide written notice to all firefighters, specifying the dates of the upcoming rebid periods and any relevant procedures or deadlines. During the Rebid period, all suppression staff (including probationary staff) shall submit requests for in-shift rebids in accordance with the procedures outlined in this contract and department policy. In-shift bids will be done on a rank and seniority basis. i.e. Lieutenant, and then Firefighters.

## ARTICLE 15 - RULES AND REGULATIONS

**Section 15.1.** The Chief shall formulate rules and regulations not inconsistent with this Agreement under which employees must work. The City will offer the Union the opportunity to meet to discuss and review said rules and regulations.

## ARTICLE 16 – RESIDENCY

**Section 16.1.** Employees shall live within forty (40) miles of the geographic limits of the City of Jackson, Michigan, within one year of being hired and for the duration of their employment. The only exception to the above is for an employee living beyond forty (40) miles prior to July 1, 2021. If any employee living beyond forty (40) miles moves residency, they will be required to comply with the forty (40) mile residency requirement.

Employees who maintained their residency status within the Jackson City Limits for the entire previous calendar year are eligible to receive a $1,800.00 residency stipend in January of each year. (Note: This stipend will not be prorated for partial year residency.) The residency stipend is only payable to one (1) City employee per household per year.

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In order to qualify for the residency stipend, the employee must meet the following residency requirements: Establish and occupy a dwelling within the limits defined in the previous paragraph; and maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address, and in all manners maintain as a normal residence.

## ARTICLE 17 - PAY FOR ACTING RANK

**Section 17.1.** An employee temporarily assigned or required, for a minimum of at least thirteen (13) hours during a shift, to accept the responsibility and duties of a position above that which he/she normally holds shall be paid at the rate of pay for the job to which he/she is transferred or assigned as though he/she had been permanently promoted to such job. Effective July 1, 2009, the rate of pay shall be figured hourly by dividing the annual salary of the employee by the hours regularly scheduled per year (2300 hours). The employee shall be paid the difference in hourly pay between his/her present salary and the salary of the job being performed. When an employee has accumulated 2300 hours in the first step to which he/she would be promoted, he/she shall be entitled to receive acting pay at the next step rate and will continue to move from step to step after accumulating 2300 hours at any step. The need for and appointment to the rank of Acting Assistant Chief shall be in the discretion of the Chief.

For purposes of this provision only, the City shall pay the employees for such work on or about the 1st of January and the 1st of July of each year.

**Section 17.2.** For forty (40) hour employees, the need and appointment to an acting rank shall be in the discretion of the Director of Police and Fire Services. Effective July 1, 1986, acting positions in a platoon position shall be filled first from employees on a certified promotional list, and secondly, from employees who have not dropped below 70% on their last two (2) performance evaluations.

## ARTICLE 18 – MANAGEMENT

**Section 18.1.** Except as specifically limited or abrogated by this Agreement, the Employer shall remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures.

## ARTICLE 19 - STRIKE PROHIBITION

**Section 19.1.** The Union will not engage in, or sanction, strike action during the life of this Agreement. It is expressly recognized that any strike or work stoppage is prohibited by the Hutchinson Act, as amended. It is also expressly recognized and understood that any such illegal strike or work stoppage may be enjoined by the Circuit Court for the County of Jackson.

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## ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

**Section 20.1.** Management and the Union Executive Board may designate joint labor-management committees to address matters that arise during the term of the contract, on a case-by-case basis.

## ARTICLE 21 - TRAINING AND EDUCATION

**Section 21.1.**

A. The City shall pay for all course work (including books) for courses toward a Fire Science degree, or other work related undergraduate degree, and Fire Officer I and II, when such costs are not covered by other programs. Any such courses must have written approval of the Director of Police and Fire Services prior to taking such course to be eligible for reimbursement. The maximum dollar reimbursement for tuition shall be the per credit rate charged at Michigan State University or the applicable conversion rate table, and in order to be eligible for reimbursement, the employee must successfully complete the course with a grade of "C" OR 2.0 (if a grade is issued for the courses). The City will only pay for the cost of a course (or the associated credits) once. Application for approved reimbursement shall be in accordance with departmental policy.

B. The maximum annual expense per employee shall be: Effective July 1, 2024~~1999~~ - $1250~~800~~.

C. A Joint Education Labor-Management Committee will be selected and will make recommendations on the allocation of excess educational funds for the Chief's approval. If the Committee decides to recommend using excess educational funds to provide a higher educational reimbursement per eligible employee, the committee will recommend that excess funds be equitably divided among employees. If excess funds are available in the account after the Committee equitably distributes the balance for undergraduate level courses taken, the Committee may use the same standards to reimburse job-related graduate level courses.

D. It is the parties' general expectation that employees will continue to work for the Employer for two (2) years following reimbursement for any degree-related work. The employee who voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received for tuition, books or fees received within the two (2) years immediately preceding voluntary termination. The Employer may waive such reimbursement.

E. Costs associated with maintaining a required certification will not be taken form the employee's annual training and education allotment if they are approved in advance.

## ARTICLE 22 - GRIEVANCE PROCEDURE

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**Section 22.1.** A grievance is hereby defined to be any dispute between the parties to this Agreement with respect to matters arising out of said Agreement, involving differences, disputes or complaints as to wages, hours, or working conditions arising hereunder.

**Section 22.2.** Any grievance not presented for disposition through the Grievance Procedure in ten (10) calendar days, following the event or condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement, unless circumstances are established showing that it was impossible for the employee to be aware of the alleged grievance prior to that time.

**Section 22.3.** The Grievance Procedure shall be as follows, provided, however, that the time limitations herein contained may be mutually waived.

STEP ONE. Any employee having a grievance shall take the matter up with his/her immediate supervisor within ten (10) calendar days of its occurrence. Settlements at this step shall not be binding upon the City in any other situation, or otherwise be deemed precedent-setting. The immediate supervisor shall have no authority to respond to grievances based upon actions of the Director of Police and Fire Services; they shall be filed directly at Step Two.

STEP TWO. If the grievance is not settled at the preceding step within ten (10) calendar days after receiving the first step response, the aggrieved employee, with not more than two (2) Union representatives, shall present the grievance, in written form, to the Chief of the Department. The grievance shall be written on a form mutually acceptable to both the Employer and the Union and shall contain complete information regarding the alleged infraction of this Agreement, including the names of all parties involved. The Chief shall respond to the grievance in writing to the aggrieved employee within ten (10) calendar days of meeting with the aggrieved employee, giving his/her disposition.

STEP THREE. If the grievance is not settled in the preceding step, the grievance shall be submitted in written form to the Director of Personnel and Labor Relations within fifteen (15) calendar days after receiving the second step answer, stating reasons why such answer was not acceptable. Arrangements shall be made for a meeting with the Director of Personnel and Labor Relations within fifteen (15) calendar days after submission of the grievance at this step. The aggrieved employee may be represented by the Union or its designee. After the hearing, the Director of Personnel and Labor Relations shall be given fifteen (15) calendar days to submit his/her answer.

STEP FOUR. ARBITRATION. Any unresolved grievances, which relate to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which have been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought.

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A. Within thirty (30) days after notice of intention to arbitrate is given to the other party, the City and the Union shall attempt to agree upon an arbitrator within ten (10) days and if this cannot be done, the American Arbitration Association shall be requested to provide an arbitrator.

B. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of the Agreement and he/she shall be without power and authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or

2. Granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

C. The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure or establish new jobs or change existing job content, or to establish work standards.

D. The decision of the arbitrator in a case may not require a retroactive wage adjustment in another case.

E. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City.

F. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

G. The expenses of the arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employees other than the aggrieved and his/her Union representative shall not apply to their participation in arbitration cases.

**Section 22.4.** The following provisions shall apply to all steps of the Grievance Procedure:

A. Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

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B. With respect to grievances involving the disciplinary suspension or discharge of an employee or employees, the person hearing the grievance shall determine if the discharge or discipline was for just cause and review the penalty imposed, and if he/she shall determine it to be inappropriate and/or unduly severe, the penalty may be modified accordingly. The person hearing the grievance shall have the authority in cases concerning discharge, discipline and/or other matters, if he/she shall so determine, to order the payment of back wages. The City will not be responsible for back-pay for any period(s) of delay caused by the Union's request to delay a hearing date.

C. The back wages ordered shall be that compensation which the employee would otherwise have received less compensation, if any, earned elsewhere during the period in question, which said, compensation is attributable to the discharge, suspension or layoff, in issue, and which would not have been earned otherwise.

**Section 22.5. Discipline Investigation Time Period**. An investigation into a personnel complaint or other alleged misconduct shall be conducted with due diligence in an effort to complete the investigation within thirty (30) days from the date the complaint was received or discovered by the Department. If discipline is rendered, the Director of Police and Fire Services or the authorized designee shall render a timely written decision to the member and specify the grounds and reasons for discipline.

## ARTICLE 23 - PENSION AMENDMENTS

**Section 23.1.** Effective January 1, 1987, an employee hired before July 1, 2012 covered by the Agreement who is eligible for a duty-disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at sixty-six and two-thirds percent (66-2/3%) of average final compensation. Employees hired on or after July 1, 2012 who are eligible for a duty-disability pension as provided by Act 345 shall receive a pension to age fifty-five (55) calculated at thirty-three percent (33%) of the average final compensation. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

**Section 23.2.** Effective January 1, 2009, an employee hired before July 1, 2012, covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated at two and three-quarters percent (2.75%) of average final compensation multiplied by years of service earned on or before June 30, 2009, and multiplied by two and nine-tenths percent (2.9%) of average final compensation multiplied by years of service earned on or after July 1, 2009. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

An employee hired on or after July 1, 2012 covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated at one and one-half percent (1.5%) of average final compensation multiplied by the first twenty-five years (25)

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years of service, plus 1.0% of the average final compensation for service years in excess of twenty-five (25).

**Section 23.3**. For members of the unit, the City will add an annuity withdrawal option to its Act 345 Pension System. If the employee elects to exercise such annuity withdrawal option at the time of retirement, he/she will withdraw their employee contributions and interest thereon, and the employee's annual or monthly pension benefit shall be reduced in accordance with the table below:

| | |
|---|---|
| For eligible employees hired before January 1, 2003: | 1.5% on contributions made on or before January 31, 2009, and<br>5.25% for contributions made on or after February 1, 2009 |
| For eligible employees hired on or after January 1, 2003: | 1.85% on contributions made on or before January 31, 2009, and<br>6.75% on contributions made on or after February 1, 2009 |
| For eligible employees hired on or after October 1, 2016: | 8% on all contributions |

**Section 23.4**. All unit members who are currently members of the Act 345 Retirement System shall remain members of that system. All employees hired on or after July 1, 2012 shall become members of both the defined benefit pension system (Act 345 Retirement System) and the defined contribution pension system (which constitutes a hybrid pension system).

**Section 23.5.** Members of the unit who retire under provisions of Act 345 Retirement System on or after July 1, 1991, shall have their retirement benefit calculated on the average final compensation.

Final Average Compensation (FAC) shall be calculated based upon the average of the employees years of service with the City based on the table below.

| Hire Date | Years of Service |
|---|---|
| On or before June 30, 2003 | Highest consecutive 3 Years of 10 Years |
| After July 1, 2003 and before June 30, 2016 | Highest consecutive 4 Years of 10 Years |
| After July 1, 2016 | Final 6 Years |

If he/she has less than three (3) years of service, then the average final compensation shall be calculated on the annual average compensation received during his/her total years of service.

**Section 23.6.** Spouse Death Benefits, Duty Disability. Effective July 1, 1991, upon the death of an Act 345 disability retiree prior to the age of 55, a pension benefit shall be paid to his/her surviving spouse equal to fifty (50%) percent of what should have been the deceased employee's normal regular pension had the deceased employee taken a normal retirement.

**Section 23.7**. Purchase of Military Service Time. As of February 1, 2009, any member of the unit wishing to retire as a regular retiree with military buy-back must pay to the City the actual cost as determined by

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the City's actuary of such military buy-back. If the employee upon retirement elects the employee contribution withdrawal option and any military buy-back occurred within five (5) years prior to the date of retirement, the employee contribution withdrawal will be reduced by a penalty amount which is the difference between the interest the military buy-back amount would have earned if purchased five (5) years prior and the amount actually earned. The Employer's actuary will compute these amounts using five percent (5%) as the rate of assumed investment return. If the military buy-back occurred more than five years previous to retirement, no penalty will be assessed.

**Section 23.8.Pension Age and Service Requirements.**

For the duration of this agreement, both the City and Union parties agree and acknowledge the terms of the letter of agreement between the City of Jackson and Local No. 1306 of the International Association of Firefighters signed on December 18, 2023, regarding Pension Age and Service Requirements, remains in place for all current and future members eligible for pension benefits. This LOA supersedes the language in the chart below.

All employees eligible for an Act 345 retirement must satisfy the following years of service as a full time employee and age requirements to be eligible for the defined benefit pension:

| Hire Date | Minimum Years of Service for a full service retirement | Minimum Age | Multiplier First 25yrs | Multiplier After 25yrs | Pension Cap |
|---|---|---|---|---|---|
| On or before December 31, 2003 | 25 | Any | On or before January 31, 2009 2.75% On or after February 1, 2009 2.9% | 1.0% | 73% |
| Between January 1, 2004 and June 30, 2012 | 28 | Any | On or before January 31, 2009 2.75% On or after February 1, 2009 2.9% | 1.0% | 75% |
| Between July 1, 2012 and June 30, 2016 | 29 | Any | 1.5% | 1.0% | 50% |
| After ratification of this agreement | 33 | Any | 1.5% | 1.0% | 50% |

Employees hired before July 1, 2012: member contributions shall be 13%.

Employees hired on or after July 1, ~~2012~~2012, shall have a pension multiplier for Act 345 service retirement and non-duty disability retirement at the rate of 1.5% for the first twenty-five (25) years of service and one

percent (1%) for each year of service thereafter. These employees will also participate in the defined contribution pension system (which constitutes a hybrid pension system). Member contributions for those employees hired on or after July 1, 2012, will be 4.75% for the defined benefit pension plan.
~~-~~Prior to July 1, 2024, for the defined contribution pension ~~For the defined contribution pension plan, the~~plan, the City shall contribute a flat three percent (3%) to the defined contribution pension plan and the employee must contribute a minimum of three percent (3%) up to a maximum of twelve percent (12%). Effective July 1, 2024, for current and future employees who are members of the defined contribution pension plan, the City shall begin contributing a flat six percent (6%) to the defined contribution pension plan and the employee shall contribute six percent (6%). ~~.~~

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## ARTICLE 24 – SENIORITY

**Section 24.1.** Department seniority shall be defined as an employee's length of continuous full-time employment as a sworn Fire Fighter with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a sworn fire fighter at the instruction of the Employer since which he/she has not resigned, retired or been discharged, and not reinstated with full seniority rights. Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification in which he/she has successfully completed his/her probationary period and shall include the time spent on probation upon completion of said probation. If applicable, classification seniority shall also include the period of time an employee spent in another bargaining unit position at an equal or higher classification level, if the employee successfully completed probation in that equal or higher classification position. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

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A. Layoffs, disciplinary suspensions or any other leaves of absence without pay for over thirty (30) calendar days shall be deducted from an employee's seniority.

B. When an employee has been on leave of absence without pay for any reason in excess of thirty (30) calendar days, the total period of time of such leave of absence shall be added to their seniority date, thereby extending such date by the total period of absence. This revised seniority date will be used for future step increases, departmental bidding, acting out-of-grade, sick leave accrual, vacation leave accrual and selection and/or any other circumstances affected by seniority.

**Section 24.2**. Seniority All new employees shall be probationary employees until they have actually worked one (1) calendar year in the Fire Department. In the event a probationary employee has two (2) or more substandard reviews during the twelve-month probationary period, management may choose to extend their probationary period up to an additional six (6) months. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the probationary period, the fire fighter shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service, and without recourse to the grievance procedure.~~All new employees shall be probationary employees until they have actually worked one~~

~~(1) calendar year in the Fire Department. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the probationary period, the fire fighter shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service, and without recourse to the grievance procedure. However, any probationary employee on the payroll after 60 days may use accrued sick leave per the Labor Agreement. Upon the successful conclusion of such probationary period, the employee's name shall be added to the seniority list as of the last hiring date.~~

**Section 24.3**. The Department will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards and updated as the need exists. The names of all employees, who have completed their probationary periods, shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in sequence by score on the written examination for their present position, and then if their scores are identical, alphabetically by the first letter of their last name, the same procedure shall be followed with

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respect to their first names. The seniority list as established on July 1, 1988 shall be the prevailing list to which future changes will be made. Challenges to posted seniority dates must be made within forty-five (45) days of the list being posted, or the list will be considered accurate.

**Section 24.4.** An employee's seniority and employment shall terminate:

A. If the employee quits, retires, or is justifiably discharged.

B. If following a layoff, the employee fails or refuses to notify the City of the employee's intention to return to work within five (5) calendar days after a written notice sent by certified mail of such recall is sent to the employee's address on record with the Employer, or having notified the City of the employee's intent to return, fails to do so on the date designated as a regularly scheduled working day after such notice is sent.

C. If the employee is absent for three (3) consecutive scheduled working days without notifying the Division Head or the Chief within such three (3) day period of a justifiable reason for such absence. In the case of a 24-hour Fire Fighter, the length of absence without notifying the Assistant Chief/Operations or the Chief of a justifiable reason shall be one (1) duty day. However, exceptions may be made in the discretion of the employer, if extenuating circumstances or emergencies made said notification impossible.

D. When the employee has been laid off for a period of time equal to his/her seniority, or twenty-four (24) consecutive months, whichever is the lesser, provided he/she maintained eligibility for recall pursuant to Section 24.6 of this Article.

**Section 24.5.** When in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the last employee or employees to enter such classification shall be the ones removed therefrom, except in the case of the Assistant Chief classification as provided below. Employees thus removed from the job classification shall exercise their classification seniority, as defined in Section 24.1 of this Article, in any lower-rated bargaining unit classification, which they have permanently occupied during their employment with the Fire Department. A displaced employee shall first attempt to displace an employee in the last, highest classification previously held, as long as there is an employee in that classification who has less classification seniority than the displaced employee. If there is no employee who has less classification seniority in the previously held classification, and there is no vacancy at that level, the displaced employee will exercise his classification seniority in each lower classification previously held until he is placed and/or it is determined that his classification seniority does not qualify him to displace any other employee. Employees thus displaced may, in turn, displace an employee with less classification seniority within the same classification, if possible. Any employee who is displaced from his job classification by a more senior employee shall exercise the same rights as described for the employee initially displaced. As to the Assistant Chief classification, there shall be no requirement that the employee(s) to be removed therefrom if the number of occupants in the classification is reduced be the last to have entered it; however, the employee(s) thus removed shall have the same rights as all other bargaining unit employees to exercise classification seniority to displace less senior employees by bumping into ~~lower-~~

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~~rated~~lower-rated classifications. Employees bumping into lower-rated classifications shall be paid the rate of said lower classification.

**Section 24.6**. When recalling employees to work following a layoff, employees shall be recalled in inverse order of layoff, provided they are determined to be physically and mentally capable of performing their job.

A. When filling vacancies in a given classification, employees laid off from said classification who still have recall rights shall first be recalled in inverse order of layoff before the promotional process is activated to fill said vacancies.

## ARTICLE 25 - PROMOTIONS

**Section 25.1.** When the Employer determines it is necessary to fill a new, permanent rank classification or a permanent vacancy in an existing rank classification, such vacancy shall be filled in accordance with this procedure.

**Section 25.2.** Permanent openings or vacancies shall be posted on the department bulletin board for a period of thirty (30) calendar days. During such period, employees, who possess the required qualifications and prerequisites, may bid for the posted opening or vacancy by completing an appropriate application form and submitting the application and any associated documentation in the Department of Personnel and Labor Relations. The promotional posting shall contain a listing of the job qualifications, which must be possessed by applicants, department standards to be tested, and bibliography as to source materials for the examination.

**Section 25.3.** The eligibility to bid on a vacancy and compete in a promotional examination shall be as follows:

| Classification | Eligibility Requirements |
|---|---|
| Fire Motor Driver | |
| Lieutenant | Four (4) years of continuous service as a fire fighter in the Jackson Fire Department and holding Michigan State Fire Fighter Certification (I and II). |
| Fire Captain | Six (6) years of continuous service as a fire fighter in the Jackson Fire Department, including two (2) years as a full- time Lieutenant and holding a Michigan State Fire Fighter Certification (I and II). The candidate must achieve a satisfactory rating on the last two (2) performance evaluations to be eligible to take the promotional exam. |
| Fire Inspector | Shall be appointed by the Director of Police and Fire Services. |
| Assistant Fire Chief | Shall be appointed by the Director of Police and Fire Services. |

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**Section 25.4.** Promotional examinations shall consist of a written examination and, at the option of the Director, may consist of other components as outlined ~~be lo w~~below. If the Director elects to use a fire ground simulator and it is conducted by a single evaluator, the City will ensure that an observer is present as well. The written examination shall be given before any other component. Upon the conclusion of the written examination and any other component, the test scores will be arranged in descending order, starting with the applicant or applicants who received the highest test score downward to the applicant who received the lowest passing score. Passing scores shall be 70% or above. Each component of the promotional process shall be weighted as follows:

| Classification | Weighting |
|---|---|
| Fire Motor Driver | 25% written |
| | 25% driving test |
| | 25% pump test |
| | 25% aerial operation |
| Lieutenant | 30% written |
| | 30% oral board interview |
| | 40% fire ground simulator |
| Captain | 30% written |
| | 30% oral board interview |
| | 40% fire ground simulator |

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In the event the Director chooses to forego any or all of the components besides the written examination, the components will be weighted in equivalent ratio to the above.

**Section 25.5. Service and Education Credits.**

A. In order to recognize the service rendered to the City Fire Department by an employee, service credit of one-half (½) point for each whole year of service shall be added to the final score of each applicant who receives a minimum score of 70%. There is to be no pro-rating of this type of service credit over a period of time of less than one (1) year. The date of computing such service credit shall be the date on which the eligibility list is established.

~~B.~~ B. In order to recognize the effort extended by employees, the following points will ~~be added to the applicant receiving a minimum score of 70% on the test:~~

~~Five (5) points - Associates or Bachelor's Degree, Fire Science Technology~~

~~-or-~~

~~One (1) point for each twelve (12) semester credit hours earned toward an~~

~~Associates Degree in Fire Science Technology to a maximum of four (4) points.~~

~~-or-~~

~~Five (5) points – Associates or Bachelor's degree in a pre-approved job related degree program. (Management will publish a list of pre-approved degree programs for this purpose. Employees may suggest programs for management consideration to add to this list.)~~

~~In all cases the applicant must produce a college degree or transcript as proof of credits earned toward a Fire Science Technology Associate (or other pre-approved) degree. Similarly, a certificate of successful completion of an acceptable Fire Inspection course must be provided. (NOTE: At least one course must be completed at the college granting the Fire Science (or other pre-approved) degree before transfer credits will be considered.)~~

In order to recognize the effort extended by employees, the following points will be added to the applicant receiving a minimum score of 70% on the test:

At least 30 college credits in any major/field- 1 point

OR

Completed Associates Degree in any major/field – 3 points

OR

Completed Bachelor's Degree in any major/field- 5 points

OR

Completed Master's Degree in any major/field- 7 points

State of Michigan AEMT License – 1 point

OR

State of Michigan Paramedic License- 3 points

In all cases, the applicant must produce a college degree or transcript as proof of credits earned toward a degree. Similarly, a certificate of successful completion of an acceptable Fire Inspection course must be provided. (NOTE: At least one course must be completed at the college granting the degree before transfer credits will be

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considered).

C. In order to recognize the effort extended by employees, the following points will be added to the applicant receiving a minimum score of 70% on the test:

| | |
|---|---|
| Fire Officer 1 | 1 point |
| Fire Officer 2 | 2 points |
| Fire Officer 3 | 3 points |
| Fire Officer 4 and/or Staff and Command | 4 points |

These points are non-cumulative and will be determined by the highest point level achieved (NOTE: For example an employee achieving all four Fire Officer levels and/or Staff and Command will only be awarded a total of 4 points).

**Section 25.6**. **Certification.** Upon completion of the promotional process, the Personnel Director or his/her designee shall certify to the proper Appointing Authority the name of the applicant receiving the highest score, including service and/or education credits. In the event more than one (1) vacancy is to be filled, the name or names of the applicants receiving the next highest final score on the promotional eligibility list will be certified to the Appointing Authority for each additional vacancy to be filled. The eligibility list so established shall be in effect for one (1) year from date of initial certification unless exhausted prior to that date.

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**Section 25.7. Selection**. After the Personnel Director or his/her designee has certified to the Appointing Authority the name of the number one applicant as eligible for promotion to a given rank classification, the Appointing Authority shall appoint said applicant to the vacant position, when he/she determines it is necessary to fill the vacant position. In the event more than one (1) vacancy is to be filled, the name or names of the applicants receiving the next highest final score on the promotional eligibility list will be certified to the Appointing Authority for each additional vacancy to be filled. In case of tied composite scores, the applicant receiving the highest score on the combined practical examinations shall be appointed. If a tie still exists, the applicant holding the most seniority shall be appointed.

**Section 25.8. Probation.** When an employee is awarded a job under this procedure, he/she shall be on job probation and may be removed therefrom at any time he/she demonstrates that he/she is or will be unable to satisfactorily perform the requirements of the job during the first one (1) year of work in his/her new job classification. If so removed, the employee shall be returned to the last previous job classification he/she had permanently occupied prior to bidding for such job.

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## ARTICLE 26 - PHYSICAL FITNESS

**Section 26.1. Physical Fitness.** Effective July 1, 2024, employees will be reimbursed for proven expenses at an approved facility not to exceed the cost of a one-person adult membership at the Y Center if the member uses that facility (as determined by the anniversary date of the employee's previous membership date) provided the employee shows proof of at least eighty-four (84) visits to the approved facility. The member must choose only one training facility each year. ~~Effective October 1, 1998, all members of the bargaining unit shall have available to them an annual Y Center membership at the expense of the City.~~

A. Effective January 1, 2009, all employees covered by this Agreement may participate in a Wellness Incentive Program on an annual basis.

B. Employees who have an annual physical with their primary care physician on or before March 31 each calendar year will be eligible for an incentive, as specified below. The employee will provide proof to either the health coach or the Employer from the examining physician that an annual physical was performed.

C. Employees who participate in the designated health risk appraisal on or before April 30 each calendar year will be eligible for an incentive, as specified below. The employee will be responsible to ensure that the following information is obtained from the physician and accurately entered into the health risk appraisal tool: the employee's height, weight, blood pressure and cholesterol levels at the time of the employee's last physical or other visit within one calendar year of the health risk appraisal. (The employee's primary care physician may choose to use blood test results ordered by another physician.) The employee will authorize notification to the Employer that he has participated in the health risk appraisal and has provided the health data from the physician, but no specific employee health

information from the appraisal is to be provided to the employer. The results of the health risk appraisal will be shared with the health coach if the employee participates in the coaching phase of the program.

D. Upon completion of the health risk appraisal, the employee will meet with a health coach to review the results of the appraisal within 30 days of receipt, but no later than June 15 of that year. During the first coaching session, the employee will designate which of his health risks he will try to reduce during the remainder of the calendar year and work with the health coach to develop a plan to address that risk. Two follow-up coaching sessions are recommended, but will not be required during the first three years of this program. The employee will authorize notification by the health coach to the employer that he has participated in the health coaching session(s), but such notification will not contain specific employee health information. Employees who participate in the coaching session(s) will be eligible for an incentive, as specified below. Proof of coaching participation must be submitted by November 15 each year.

E. Employees will make a reasonable effort to comply with the wellness program established with the health coach throughout the calendar year, but no proof of actions taken to do so will be required during the first three years of this program. Wellness plans may appropriately include education components applicable to the health risk the employee chose to address, as well as other appropriate action items, so long as the health coach approves each component. The employee's efforts to comply with the wellness plan, rather than achieving the desired health outcomes, are the goals of this phase of the program.

F. Employees are encouraged to know about and participate in age and gender-appropriate preventive screenings at the recommended frequencies, in accordance with the current prevention standards (as defined and updated from time to time by the U.S. Preventive Service Task Force), but will not be monitored on this goal during the first three years of the program. The Employer will make this information available to the employees.

G. The deadlines listed in Sections C, D and E may be adjusted to accommodate an employee who becomes a member of the bargaining unit before June 30 for that calendar year.

H. Annual incentive payments will be based upon the following schedule and will be paid no later than December 15. The employee is responsible to provide/ authorize appropriate proof of meeting each standard by the dates designated. No incentive payment will be provided if the employee fails to provide proof of compliance with at least the first two elements of the program. The incentive payment amounts take into consideration that the employee may incur out of pocket costs to participate in this program. The Employer will pay the cost of analyzing the health risk appraisal.

| | |
|---|---|
| Annual Physical | $500 |
| Health Risk Appraisal | $200 |
| 1-3 Coaching Sessions | $300 ($200 for first; $50 each for second and third) |

I. An employee who participated in this program during the calendar year, who retires on or after July 1 and before incentive payments are made in December, will be paid the incentive at retirement.

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J. In lieu of the above-described incentive program, the City and Union may mutually agree to a Physical Fitness Testing Program. The terms and conditions of the program shall be agreed to by both parties. The maximum eligible payment under the program shall not exceed $1,000. Any agreed upon Physical Fitness Testing Program would not be administered until the Fall of 2025. In the event a physical fitness test cannot be mutually agreed upon, the Wellness Incentive Program shall still be administered.

## ARTICLE 27 – SEVERABILITY

**Section 27.1.** This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

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## ARTICLE 28 - EXCLUSIVE AGREEMENT

The parties hereto agree that the sole means of redress for alleged violations of this Agreement or claims of unjust discharge or discipline shall be the provisions contained within this Agreement. Provisions of the Civil Service Ordinance, Civil Service Rules and Regulations, and the Personnel Policy shall not be applicable to employees covered by this Agreement. All past practices and working conditions not covered in this Agreement are to remain as is unless mutually agreed to by the Union and the City.

## ARTICLE 29 - DURATION

THIS AGREEMENT shall become effective as of July 1, 20241, and shall remain in full force and effect until 12:01AM, the 1st day of July 20284, and from year to year thereafter unless either party party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1306

CITY OF JACKSON

President

Mayor

Vice President – Jackson Chapter

City Manager

Secretary

Director of Police and Fire Services

City Clerk

Assistant City Manager/Operations & HR Director

Date:

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 1306

President

Vice President – Jackson Chapter

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~~CITY OF JACKSON~~

Mayor

City Manager

Director of Police and Fire Service

City Clerk

Date: 7/20/2021

~~Assistant City Manager/Operations & HR Director~~

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## APPENDIX A

### INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

### SCHEDULE I - 0% Increase

### Effective July 1, 2021 through June 30, 2022

### For Employees Hired

### Before July 1, 2012

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | | 1L | 2L | 3L |
| | | | | | | After | | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | 4 Years | | 7 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Service* | | Service* | Service* | Service* |
| 50 | Annual | 51,029 | 57,392 | 60,042 | 62,968 | 65,995 | | 67,664 | 69,381 | 71,132 |
| | Bi-Wkly | 1,962.65 | 2,207.37 | 2,309.32 | 2,421.84 | 2,538.26 | | 2,602.47 | 2,668.49 | 2,735.86 |
| | Hourly (112 | 17.5237 | 19.7087 | 20.6189 | 21.6236 | 22.6630 | | 23.2363 | 23.8258 | 24.4273 |
| 52 | Annual | 60,042 | 62,968 | 65,995 | 68,703 | 71,580 | | 74,692 | 76,582 | 78,520 |
| | Bi-Wkly | 2,309.32 | 2,421.84 | 2,538.26 | 2,642.42 | 2,753.06 | | 2,872.77 | 2,945.44 | 3,020.01 |
| | Hourly (112 | 20.6189 | 21.6236 | 22.6630 | 23.5930 | 24.5809 | | 25.6497 | 26.2986 | 26.9644 |
| 54 | Annual | 61,885 | 64,901 | 68,019 | 70,811 | 73,777 | | 76,984 | 78,935 | 80,931 |
| | Bi-Wkly | 2,380.20 | 2,496.19 | 2,616.11 | 2,723.49 | 2,837.56 | | 2,960.93 | 3,035.96 | 3,112.73 |
| | Hourly (112 | 21.2518 | 22.2874 | 23.3581 | 24.3169 | 25.3354 | | 26.4369 | 27.1068 | 27.7922 |
| | | | | | | | *Including one year at preceding rate | | | |
| 50 = Fire Fighter | | | | | | | | | | |
| 52=FireMotorDriver | | | | | | | | | | |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | | 1L | 2L |
| | | | | | | After | After | | After | After |
| Class | Pay | Minimum | Next | Next | Next | 4 Years | 5 Years | | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Service* | Service* | | Service* | Service* |
| 55 | Annual | 62,968 | 65,994 | 68,703 | 71,582 | 74,634 | 77,861 | | 80,458 | 82,489 |
| | Bi-Wkly | 2,421.83 | 2,538.25 | 2,642.42 | 2,753.14 | 2,870.55 | 2,994.62 | | 3,094.50 | 3,172.65 |
| | Hourly (80) | 30.2729 | 31.7281 | 33.0303 | 34.4142 | 35.8819 | 37.4328 | | 38.6812 | 39.6581 |
| | Hourly (112 | 21.6236 | 22.6630 | 23.5930 | 24.5816 | 25.6297 | 26.7377 | | 27.6295 | 28.3271 |
| 58** | Annual | 72,412 | 75,894 | 79,009 | 82,318 | 85,829 | 89,539 | | 92,526 | 94,862 |
| | Bi-Wkly | 2,785.10 | 2,918.98 | 3,038.78 | 3,166.10 | 3,301.12 | 3,443.81 | | 3,558.67 | 3,648.55 |
| | Hourly (80) | 34.8138 | 36.4873 | 37.9848 | 39.5763 | 41.2640 | 43.0476 | | 44.4834 | 45.6069 |
| | | | | | | | *Including one year at preceding rate | | | |
| 55 = Captain | | | | | | | **15% over grade 55 | | | |
| 58 = Assistant Chief | | | | | | | | | | |

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[REVISED DUE TO WAGE REOPENER 2023]

IAFF APPENDIX A

International Association of Fire Fighters Schedule I - 0% increase

Effective July 1, 2022 through March 1, 2023.

*New wage Schedule I effective March 1, 2023 on following page.

## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**SCHEDULE I - 0% Increase**

**Effective July 1, 2022 through June 30, 2023**

**For Employees Hired**

**Before July 1, 2012**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | | 1L | 2L | 3L |
| | | | | | | After | | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | 4 Years | | 7 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Service* | | Service* | Service* | Service* |
| 50 | Annual | 51,029 | 57,392 | 60,042 | 62,968 | 65,995 | | 67,664 | 69,381 | 71,132 |
| | Bi-Wkly | 1,962.65 | 2,207.37 | 2,309.32 | 2,421.84 | 2,538.26 | | 2,602.47 | 2,668.49 | 2,735.86 |
| | Hourly (112 | 17.5237 | 19.7087 | 20.6189 | 21.6236 | 22.6630 | | 23.2363 | 23.8258 | 24.4273 |
| 52 | Annual | 60,042 | 62,968 | 65,995 | 68,703 | 71,580 | | 74,692 | 76,582 | 78,520 |
| | Bi-Wkly | 2,309.32 | 2,421.84 | 2,538.26 | 2,642.42 | 2,753.06 | | 2,872.77 | 2,945.44 | 3,020.01 |
| | Hourly (112 | 20.6189 | 21.6236 | 22.6630 | 23.5930 | 24.5809 | | 25.6497 | 26.2986 | 26.9644 |
| 54 | Annual | 61,885 | 64,901 | 68,019 | 70,811 | 73,777 | | 76,984 | 78,935 | 80,931 |
| | Bi-Wkly | 2,380.20 | 2,496.19 | 2,616.11 | 2,723.49 | 2,837.56 | | 2,960.93 | 3,035.96 | 3,112.73 |
| | Hourly (112 | 21.2518 | 22.2874 | 23.3581 | 24.3169 | 25.3354 | | 26.4369 | 27.1068 | 27.7922 |
| | | | | | | | *Including one year at preceding rate | | | |
| 50 = Fire Fighter | | | | | | | | | | |
| 52 = Fire Motor Driver | | | | | | | | | | |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | | 1L | 2L |
| | | | | | | After | After | | After | After |
| Class | Pay | Minimum | Next | Next | Next | 4 Years | 5 Years | | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Service* | Service* | | Service* | Service* |
| 55 | Annual | 62,968 | 65,994 | 68,703 | 71,582 | 74,634 | 77,861 | | 80,458 | 82,489 |
| | Bi-Wkly | 2,421.83 | 2,538.25 | 2,642.42 | 2,753.14 | 2,870.55 | 2,994.62 | | 3,094.50 | 3,172.65 |
| | Hourly (80) | 30.2729 | 31.7281 | 33.0303 | 34.4142 | 35.8819 | 37.4328 | | 38.6812 | 39.6581 |
| | Hourly (112 | 21.6236 | 22.6630 | 23.5930 | 24.5816 | 25.6297 | 26.7377 | | 27.6295 | 28.3271 |
| 58** | Annual | 72,412 | 75,894 | 79,009 | 82,318 | 85,829 | 89,539 | | 92,526 | 94,862 |
| | Bi-Wkly | 2,785.10 | 2,918.98 | 3,038.78 | 3,166.10 | 3,301.12 | 3,443.81 | | 3,558.67 | 3,648.55 |
| | Hourly (80) | 34.8138 | 36.4873 | 37.9848 | 39.5763 | 41.2640 | 43.0476 | | 44.4834 | 45.6069 |
| | | | | | | | *Including one year at preceding rate | | | |
| 55 = Captain | | | | | | | **15% over grade 55 | | | |
| 58 = Assistant Chief | | | | | | | | | | |

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**[REVISED DUE TO WAGE REOPENER 2023]**

# APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 3.00% Increase**
**Effective March 1,2023 through June 30, 2023**
**For Employees Hired**
**Before July 1, 2012**

| | | BASE PAY RATES | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 After | 1L After | 2L After | 3L After |
| Class Grade | Pay Basis | Minimum 1st Year | Next Year | Next Year | Next Year | 4 Years Service* | 7 Years Service* | 12 Years Service* | 18 Years Service* |
| 50 | Annual | 52,560 | 59,114 | 61,844 | 64,857 | 67,975 | 69,694 | 71,462 | 73,266 |
| | Bi-Wkly | 2,021.53 | 2,273.60 | 2,378.60 | 2,494.50 | 2,614.40 | 2,680.54 | 2,748.55 | 2,817.93 |
| | Hourly (112) | 18.0494 | 20.3000 | 21.2375 | 22.2723 | 23.3429 | 23.9334 | 24.5406 | 25.1601 |
| 52 | Annual | 61,844 | 64,857 | 67,975 | 70,764 | 73,727 | 76,933 | 78,879 | 80,876 |
| | Bi-Wkly | 2,378.60 | 2,494.50 | 2,614.40 | 2,721.69 | 2,835.65 | 2,958.95 | 3,033.81 | 3,110.61 |
| | Hourly (112) | 21.2375 | 22.2723 | 23.3429 | 24.3008 | 25.3183 | 26.4192 | 27.0876 | 27.7733 |
| 54 | Annual | 63,742 | 66,848 | 70,059 | 72,935 | 75,990 | 79,294 | 81,303 | 83,359 |
| | Bi-Wkly | 2,451.61 | 2,571.07 | 2,694.59 | 2,805.20 | 2,922.70 | 3,049.76 | 3,127.04 | 3,206.11 |
| | Hourly (112) | 21.8894 | 22.9560 | 24.0588 | 25.0464 | 26.0955 | 27.2300 | 27.9200 | 28.6260 |

| | | BASE PAY RATES | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 After | Step 6 After | 1L After | 2L After |
| Class Grade | Pay Basis | Minimum 1st Year | Next Year | Next Year | Next Year | 4 Years Service* | 5 Years Service* | 12 Years Service* | 18 Years Service* |
| 55 | Annual | 64,857 | 67,974 | 70,764 | 73,729 | 76,873 | 80,197 | 82,872 | 84,964 |
| | Bi-Wkly | 2,494.49 | 2,614.39 | 2,721.70 | 2,835.73 | 2,956.67 | 3,084.46 | 3,187.33 | 3,267.82 |
| | Hourly (80) | 31.1811 | 32.6799 | 34.0212 | 35.4466 | 36.9584 | 38.5558 | 39.8416 | 40.8478 |
| | Hourly (112) | 22.2723 | 23.3429 | 24.3008 | 25.3190 | 26.3986 | 27.5398 | 28.4584 | 29.1769 |
| 58** | Annual | 74,584 | 78,171 | 81,379 | 84,788 | 88,404 | 92,225 | 95,302 | 97,708 |
| | Bi-Wkly | 2,868.66 | 3,006.55 | 3,129.94 | 3,261.09 | 3,400.15 | 3,547.12 | 3,665.43 | 3,758.01 |
| | Hourly (80) | 35.8582 | 37.5819 | 39.1243 | 40.7636 | 42.5019 | 44.3390 | 45.8179 | 46.9751 |

50 = Fire Fighter
52 = Fire Motor Driver
55 = Fire Inspector I, Captain
58 = Assistant Chief

*Including one year at preceding rate
**15% over grade 55

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**[REVISED DUE TO WAGE REOPENER 2023]**

# APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 3.00% Increase**
**Effective July 1, 2023 through June 30, 2024**
**For Employees Hired**
**Before July 1, 2012**

| | | BASE PAY RATES | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|
| Class Grade | Pay Basis | Step 1 Minimum 1st Year | Step 2 Next Year | Step 3 Next Year | Step 4 Next Year | Step 5 After 4 Years Service* | 1L After 7 Years Service* | 2L After 12 Years Service* | 3L After 18 Years Service* |
| 50 | Annual | 54,137 | 60,887 | 63,699 | 66,803 | 70,014 | 71,785 | 73,606 | 75,464 |
| | Bi-Wkly | 2,082.18 | 2,341.81 | 2,449.96 | 2,569.34 | 2,692.84 | 2,760.96 | 2,831.00 | 2,902.47 |
| | Hourly (112) | 18.5909 | 20.9090 | 21.8746 | 22.9405 | 24.0432 | 24.6514 | 25.2768 | 25.9149 |
| 52 | Annual | 63,699 | 66,803 | 70,014 | 72,887 | 75,939 | 79,241 | 81,245 | 83,302 |
| | Bi-Wkly | 2,449.96 | 2,569.34 | 2,692.84 | 2,803.34 | 2,920.71 | 3,047.72 | 3,124.82 | 3,203.93 |
| | Hourly (112) | 21.8746 | 22.9405 | 24.0432 | 25.0298 | 26.0778 | 27.2118 | 27.9002 | 28.6065 |
| 54 | Annual | 65,654 | 68,853 | 72,161 | 75,123 | 78,270 | 81,673 | 83,742 | 85,860 |
| | Bi-Wkly | 2,525.16 | 2,648.21 | 2,775.43 | 2,889.35 | 3,010.38 | 3,141.25 | 3,220.85 | 3,302.30 |
| | Hourly (112) | 22.5461 | 23.6447 | 24.7806 | 25.7978 | 26.8784 | 28.0469 | 28.7576 | 29.4848 |

| | | BASE PAY RATES | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|
| Class Grade | Pay Basis | Step 1 Minimum 1st Year | Step 2 Next Year | Step 3 Next Year | Step 4 Next Year | Step 5 After 4 Years Service* | Step 6 After 5 Years Service* | 1L After 12 Years Service* | 2L After 18 Years Service* |
| 55 | Annual | 66,803 | 70,013 | 72,887 | 75,941 | 79,179 | 82,603 | 85,358 | 87,513 |
| | Bi-Wkly | 2,569.32 | 2,692.82 | 2,803.34 | 2,920.80 | 3,045.38 | 3,177.00 | 3,282.94 | 3,365.86 |
| | Hourly (80) | 32.1165 | 33.6603 | 35.0418 | 36.5100 | 38.0672 | 39.7125 | 41.0368 | 42.0732 |
| | Hourly (112) | 22.9405 | 24.0432 | 25.0298 | 26.0786 | 27.1906 | 28.3660 | 29.3122 | 30.0522 |
| 58** | Annual | 76,822 | 80,516 | 83,820 | 87,332 | 91,056 | 94,992 | 98,161 | 100,639 |
| | Bi-Wkly | 2,954.71 | 3,096.75 | 3,223.84 | 3,358.92 | 3,502.16 | 3,653.54 | 3,775.39 | 3,870.75 |
| | Hourly (80) | 36.9339 | 38.7094 | 40.2980 | 41.9865 | 43.7770 | 45.6692 | 47.1924 | 48.3844 |

50 = Fire Fighter
52 = Fire Motor Driver
55 = Fire Inspector I, Captain
58 = Assistant Chief

*Including one year at preceding rate
**15% over grade 55

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**APPENDIX A**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**Schedule II - 0% Increase**

**Effective July 1, 2021 through June 30, 2022**

**For Employees Hired**

**On or After July, 1 2012**

| Class Grade | Pay Basis | Step 1 Minimum 1st Year | Step 2 Next Year | Step 3 Next Year | Step 4 Next Year | Step 5 >4 Years of Service* | | 1L >7 Years of Service* | 2L >12 Years of Service* | 3L >18 Years of Service* |
|---|---|---|---|---|---|---|---|---|---|---|
| 50 | Annual | 43,974 | 51,809 | 53,839 | 55,427 | 58,737 | | 61,288 | 62,828 | 64,408 |
| | Bi-Weekly | 1,691.31 | 1,992.65 | 2,070.73 | 2,131.81 | 2,259.12 | | 2,357.23 | 2,416.46 | 2,477.23 |
| | Hourly (112) | $ 15.1010 | $ 17.7916 | $ 18.4887 | $ 19.0340 | $ 20.1707 | | $ 21.0467 | $ 21.5755 | $ 22.1181 |
| 52 | Annual | 52,159 | 54,772 | 57,478 | 59,919 | 62,489 | | 65,208 | 66,847 | 68,527 |
| | Bi-Weekly | 2,006.12 | 2,106.62 | 2,210.69 | 2,304.58 | 2,403.42 | | 2,508.00 | 2,571.04 | 2,635.65 |
| | Hourly (112) | $ 17.9117 | $ 18.8091 | $ 19.7383 | $ 20.5766 | $ 21.4591 | | $ 22.3929 | $ 22.9557 | $ 23.5326 |
| 54 | Annual | | | | | | | | | |
| | Bi-Weekly | - | - | - | - | - | | - | - | - |
| | Hourly (112) | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - |

*Including one year at preceding rate

| Class Grade | Pay Basis | Step 1 Minimum 1st Year | Step 2 Next Year | Step 3 Next Year | Step 4 Next Year | Step 5 > Years of Service* | Step 6 >5 Years of Service* | | 1L >12 Years of Service* | 2L >18 Years of Service* |
|---|---|---|---|---|---|---|---|---|---|---|
| 55 | Annual | 54,813 | 57,518 | 59,929 | 62,500 | 65,222 | 68,040 | | 70,313 | 72,080 |
| | Bi-Weekly | 2,108.19 | 2,212.23 | 2,304.96 | 2,403.85 | 2,508.54 | 2,616.92 | | 2,704.35 | 2,772.31 |
| | Hourly (80) | $ 26.3524 | $ 27.6529 | $ 28.8120 | $ 30.0481 | $ 31.3567 | $ 32.7115 | | $ 33.8043 | $ 34.6538 |
| 55 | Annual | 54,813 | 57,518 | 59,929 | 62,500 | 65,222 | 68,040 | | 70,313 | 72,080 |
| | Bi-Weekly | 2,108.19 | 2,212.23 | 2,304.96 | 2,403.85 | 2,508.54 | 2,616.92 | | 2,704.35 | 2,772.31 |
| | Hourly (112) | $ 18.8231 | $ 19.7521 | $ 20.5800 | $ 21.4629 | $ 22.3977 | $ 23.3654 | | $ 24.1459 | $ 24.7527 |
| 58** | Annual | 60,294 | 63,269 | 65,922 | 68,750 | 71,744 | 74,844 | | 77,345 | 79,288 |
| | Bi-Weekly | 2,319.00 | 2,433.42 | 2,535.46 | 2,644.23 | 2,759.38 | 2,878.62 | | 2,974.81 | 3,049.54 |
| | Hourly (80) | $ 28.9875 | $ 30.4178 | $ 31.6933 | $ 33.0529 | $ 34.4923 | $ 35.9827 | | $ 37.1851 | $ 38.1192 |

*50 Firefighter*

*52 Lieutenant*

*55 Captain*

*58 Assistant Chief*

*Including one year at preceding rate

**10% over grade 55

DRAFT

**APPENDIX A**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**Schedule II - 0%**

**Effective July 1, 2022 through June 30, 2023**

**For Employees Hired**

**On or After July 1, 2012**

| Class Grade | Pay Basis | Step 1 Minimum 1st Year | Step 2 Next Year | Step 3 Next Year | Step 4 Next Year | Step 5 >4 Years of Service* | | 1L >7 Years of Service* | 2L >12 Years of Service* | 3L >18 Years of Service* |
|---|---|---|---|---|---|---|---|---|---|---|
| 50 | Annual | 46,811 | 57,352 | 59,273 | 60,091 | 64,269 | | 67,058 | 68,735 | 70,453 |
| | Bi-Weekly | 1,800.42 | 2,205.85 | 2,279.73 | 2,311.19 | 2,471.88 | | 2,579.15 | 2,643.65 | 2,709.73 |
| | Hourly (112) | $ 16.0752 | $ 19.6951 | $ 20.3547 | $ 20.6356 | $ 22.0704 | | $ 23.0282 | $ 23.6041 | $ 24.1940 |
| 52 | Annual | 55,915 | 58,784 | 61,755 | 64,455 | 67,274 | | 70,200 | 71,955 | 73,754 |
| | Bi-Weekly | 2,150.58 | 2,260.92 | 2,375.19 | 2,479.04 | 2,587.46 | | 2,700.00 | 2,767.50 | 2,836.69 |
| | Hourly (112) | $ 19.2016 | $ 20.1868 | $ 21.2071 | $ 22.1343 | $ 23.1023 | | $ 24.1071 | $ 24.7098 | $ 25.3276 |
| 54 | Annual | | | | | | | | | |
| | Bi-Weekly | - | - | - | - | - | | - | - | - |
| | Hourly (112) | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - |

*Including one year at preceding rate

| Class Grade | Pay Basis | Step 1 Minimum 1st Year | Step 2 Next Year | Step 3 Next Year | Step 4 Next Year | Step 5 >4 Years of Service* | Step 6 >5 Years of Service* | | 1L >12 Years of Service* | 2L >18 Years of Service* |
|---|---|---|---|---|---|---|---|---|---|---|
| 55 | Annual | 58,861 | 61,829 | 64,473 | 67,292 | 70,279 | 73,315 | | 75,764 | 77,658 |
| | Bi-Weekly | 2,263.88 | 2,378.04 | 2,479.73 | 2,588.15 | 2,703.04 | 2,819.81 | | 2,914.00 | 2,986.85 |
| | Hourly (80) | $ 28.2986 | $ 29.7255 | $ 30.9966 | $ 32.3519 | $ 33.7880 | $ 35.2476 | | $ 36.4250 | $ 37.3356 |
| 55 | Annual | 58,861 | 61,829 | 64,473 | 67,292 | 70,279 | 73,315 | | 75,764 | 77,658 |
| | Bi-Weekly | 2,263.88 | 2,378.04 | 2,479.73 | 2,588.15 | 2,703.04 | 2,819.81 | | 2,914.00 | 2,986.85 |
| | Hourly (112) | $ 20.2133 | $ 21.2325 | $ 22.1405 | $ 23.1085 | $ 24.1343 | $ 25.1769 | | $ 26.0179 | $ 26.6683 |
| 58** | Annual | 64,748 | 68,012 | 70,920 | 74,021 | 77,307 | 80,647 | | 83,340 | 85,424 |
| | Bi-Weekly | 2,490.31 | 2,615.85 | 2,727.69 | 2,846.96 | 2,973.35 | 3,101.81 | | 3,205.38 | 3,285.54 |
| | Hourly (80) | $ 31.1288 | $ 32.6981 | $ 34.0962 | $ 35.5870 | $ 37.1668 | $ 38.7726 | | $ 40.0673 | $ 41.0692 |

*50 Firefighter*
*52 Lieutenant*
*55 Captain*
*58 Assistant Chief*

*Including one year at preceding rate
**10% over grade 55

DRAFT

**[REVISED DUE TO WAGE REOPENER 2023]**

# APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE II - 4.00% Increase**
**Effective July 1, 2023 through June 30, 2024**
**For Employees Hired**
**On or After July 1, 2012**

| | | BASE PAY RATES | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|
| Class Grade | Pay Basis | Step 1 Minimum 1st Year | Step 2 Next Year | Step 3 Next Year | Step 4 Next Year | Step 5 >4 Years of Service* | 1L >7 Years of Service* | 2L >12 Years of Service* | 3L >18 Years of Service* |
| 50 | Annual | 48,683 | 59,646 | 61,644 | 62,494 | 66,840 | 69,740 | 71,485 | 73,271 |
| | Bi-Wkly | 1,872.44 | 2,294.08 | 2,370.92 | 2,403.63 | 2,570.76 | 2,682.32 | 2,749.41 | 2,818.12 |
| | Hourly (112) | 16.7182 | 20.4829 | 21.1689 | 21.4610 | 22.9532 | 23.9493 | 24.5483 | 25.1618 |
| 52 | Annual | 58,152 | 61,135 | 64,225 | 67,033 | 69,965 | 73,008 | 74,833 | 76,704 |
| | Bi-Wkly | 2,236.61 | 2,351.36 | 2,470.20 | 2,578.21 | 2,690.96 | 2,808.00 | 2,878.20 | 2,950.16 |
| | Hourly (112) | 19.9697 | 20.9943 | 22.0554 | 23.0197 | 24.0264 | 25.0714 | 25.6982 | 26.3407 |
| 54 | Annual | - | - | - | - | - | - | - | - |
| | Bi-Wkly | - | - | - | - | - | - | - | - |
| | Hourly (112) | - | - | - | - | - | - | - | - |

| | | BASE PAY RATES | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|
| Class Grade | Pay Basis | Step 1 Minimum 1st Year | Step 2 Next Year | Step 3 Next Year | Step 4 Next Year | Step 5 >4 Years of Service* | Step 6 >5 Years of Service* | 1L >12 Years of Service* | 2L >18 Years of Service* |
| 55 | Annual | 61,215 | 64,302 | 67,052 | 69,984 | 73,090 | 76,248 | 78,795 | 80,764 |
| | Bi-Wkly | 2,354.44 | 2,473.16 | 2,578.92 | 2,691.68 | 2,811.16 | 2,932.60 | 3,030.56 | 3,106.32 |
| | Hourly (80) | 29.4305 | 30.9145 | 32.2365 | 33.6460 | 35.1395 | 36.6575 | 37.8820 | 38.8290 |
| 55 | Annual | 61,215 | 64,302 | 67,052 | 69,984 | 73,090 | 76,248 | 78,795 | 80,764 |
| | Bi-Wkly | 2,354.44 | 2,473.17 | 2,578.92 | 2,691.68 | 2,811.17 | 2,932.59 | 3,030.56 | 3,106.32 |
| | Hourly (112) | 21.0218 | 22.0818 | 23.0261 | 24.0328 | 25.0997 | 26.1840 | 27.0586 | 27.7350 |
| 58** | Annual | 67,338 | 70,732 | 73,757 | 76,982 | 80,399 | 83,873 | 86,674 | 88,841 |
| | Bi-Wkly | 2,589.92 | 2,720.48 | 2,836.80 | 2,960.84 | 3,092.28 | 3,225.88 | 3,333.60 | 3,416.96 |
| | Hourly (80) | 32.3740 | 34.0060 | 35.4600 | 37.0105 | 38.6535 | 40.3235 | 41.6700 | 42.7120 |

DRAFT

DRAFT

~~50 = Firefighter~~ ~~*Including one year at preceding rate~~
~~52 = Lieutenant~~ ~~**10% over grade 55~~
~~55 = Captain~~
~~58 = Assistant Chief~~

DRAFT

## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 0% Increase**
**Effective July 1, 2024 through June 30, 2025**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | 1L | 2L | 3L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 7 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 50 | Annual | 54,137 | 57,512 | 60,887 | 63,699 | 66,803 | 70,014 | 71,785 | 73,606 | 75,464 |
| | Bi-Wkly | 2,082.18 | 2,212.00 | 2,341.81 | 2,449.96 | 2,569.34 | 2,692.84 | 2,760.96 | 2,831.00 | 2,902.47 |
| | Hourly (112) | 18.5909 | 19.7500 | 20.9090 | 21.8746 | 22.9405 | 24.0432 | 24.6514 | 25.2768 | 25.9149 |
| 52 | Annual | 63,699 | 65,251 | 66,803 | 70,014 | 72,887 | 75,939 | 79,241 | 81,245 | 83,302 |
| | Bi-Wkly | 2,449.96 | 2,509.65 | 2,569.34 | 2,692.84 | 2,803.34 | 2,920.71 | 3,047.72 | 3,124.82 | 3,203.93 |
| | Hourly (112) | 21.8746 | 22.4076 | 22.9405 | 24.0432 | 25.0298 | 26.0778 | 27.2118 | 27.9002 | 28.6065 |
| 54 | Annual | 65,654 | 67,254 | 68,853 | 72,161 | 75,123 | 78,270 | 81,673 | 83,742 | 85,860 |
| | Bi-Wkly | 2,525.15 | 2,586.69 | 2,648.22 | 2,775.43 | 2,889.37 | 3,010.38 | 3,141.24 | 3,220.85 | 3,302.30 |
| | Hourly (80) | 31.5644 | 32.3336 | 33.1027 | 34.6929 | 36.1171 | 37.6298 | 39.2655 | 40.2606 | 41.2787 |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 1L | 2L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 5 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 55 | Annual | 66,803 | 68,408 | 70,013 | 72,887 | 75,941 | 79,179 | 82,603 | 85,358 | 87,513 |
| | Bi-Wkly | 2,569.32 | 2,631.07 | 2,692.82 | 2,803.34 | 2,920.80 | 3,045.38 | 3,177.00 | 3,282.94 | 3,365.86 |
| | Hourly (80) | 32.1165 | 32.8884 | 33.6603 | 35.0418 | 36.5100 | 38.0672 | 39.7125 | 41.0368 | 42.0732 |
| | Hourly (112) | 22.9405 | 23.4919 | 24.0432 | 25.0298 | 26.0786 | 27.1906 | 28.3660 | 29.3122 | 30.0522 |
| 58** | Annual | 76,822 | 78,669 | 80,516 | 83,820 | 87,332 | 91,056 | 94,992 | 98,161 | 100,639 |
| | Bi-Wkly | 2,954.71 | 3,025.74 | 3,096.75 | 3,223.84 | 3,358.92 | 3,502.16 | 3,653.54 | 3,775.39 | 3,870.75 |
| | Hourly (80) | 36.9339 | 37.8217 | 38.7094 | 40.2980 | 41.9865 | 43.7770 | 45.6692 | 47.1924 | 48.3844 |

50 = Fire Fighter
52 = Fire Motor Driver
54 = Fire Inspector
55 = Fire Inspector I, Captain
58 = Assistant Chief

**15% over grade 55

## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 0% Increase**
**Effective July 1, 2025 through March 31, 2026**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | 1L | 2L | 3L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 7 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 50 | Annual | 54,137 | 57,512 | 60,887 | 63,699 | 66,803 | 70,014 | 71,785 | 73,606 | 75,464 |
| | Bi-Wkly | 2,082.18 | 2,212.00 | 2,341.81 | 2,449.96 | 2,569.34 | 2,692.84 | 2,760.96 | 2,831.00 | 2,902.47 |
| | Hourly (112) | 18.5909 | 19.7500 | 20.9090 | 21.8746 | 22.9405 | 24.0432 | 24.6514 | 25.2768 | 25.9149 |
| 52 | Annual | 63,699 | 65,251 | 66,803 | 70,014 | 72,887 | 75,939 | 79,241 | 81,245 | 83,302 |
| | Bi-Wkly | 2,449.96 | 2,509.65 | 2,569.34 | 2,692.84 | 2,803.34 | 2,920.71 | 3,047.72 | 3,124.82 | 3,203.93 |
| | Hourly (112) | 21.8746 | 22.4076 | 22.9405 | 24.0432 | 25.0298 | 26.0778 | 27.2118 | 27.9002 | 28.6065 |
| 54 | Annual | 65,654 | 67,254 | 68,853 | 72,161 | 75,123 | 78,270 | 81,673 | 83,742 | 85,860 |
| | Bi-Wkly | 2,525.15 | 2,586.69 | 2,648.22 | 2,775.43 | 2,889.37 | 3,010.38 | 3,141.24 | 3,220.85 | 3,302.30 |
| | Hourly (80) | 31.5644 | 32.3336 | 33.1027 | 34.6929 | 36.1171 | 37.6298 | 39.2655 | 40.2606 | 41.2787 |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 1L | 2L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 5 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 55 | Annual | 66,803 | 68,408 | 70,013 | 72,887 | 75,941 | 79,179 | 82,603 | 85,358 | 87,513 |
| | Bi-Wkly | 2,569.32 | 2,631.07 | 2,692.82 | 2,803.34 | 2,920.80 | 3,045.38 | 3,177.00 | 3,282.94 | 3,365.86 |
| | Hourly (80) | 32.1165 | 32.8884 | 33.6603 | 35.0418 | 36.5100 | 38.0672 | 39.7125 | 41.0368 | 42.0732 |
| | Hourly (112) | 22.9405 | 23.4919 | 24.0432 | 25.0298 | 26.0786 | 27.1906 | 28.3660 | 29.3122 | 30.0522 |
| 58** | Annual | 76,822 | 78,669 | 80,516 | 83,820 | 87,332 | 91,056 | 94,992 | 98,161 | 100,639 |
| | Bi-Wkly | 2,954.71 | 3,025.74 | 3,096.75 | 3,223.84 | 3,358.92 | 3,502.16 | 3,653.54 | 3,775.39 | 3,870.75 |
| | Hourly (80) | 36.9339 | 37.8217 | 38.7094 | 40.2980 | 41.9865 | 43.7770 | 45.6692 | 47.1924 | 48.3844 |

50 = Fire Fighter
52 = Fire Motor Driver
54 = Fire Inspector
55 = Fire Inspector I, Captain
58 = Assistant Chief

**15% over grade 55

## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 3% Increase**
**Effective April 1, 2026 through March 31, 2027**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | 1L | 2L | 3L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 7 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 50 | Annual | 55,761 | 59,237 | 62,714 | 65,610 | 68,807 | 72,114 | 73,938 | 75,814 | 77,728 |
| | Bi-Wkly | 2,144.64 | 2,278.36 | 2,412.07 | 2,523.45 | 2,646.41 | 2,773.62 | 2,843.78 | 2,915.93 | 2,989.54 |
| | Hourly (112) | 19.1486 | 20.3425 | 21.5363 | 22.5308 | 23.6287 | 24.7645 | 25.3909 | 26.0351 | 26.6923 |
| 52 | Annual | 65,610 | 67,208 | 68,807 | 72,114 | 75,073 | 78,217 | 81,618 | 83,683 | 85,801 |
| | Bi-Wkly | 2,523.45 | 2,584.94 | 2,646.41 | 2,773.62 | 2,887.44 | 3,008.33 | 3,139.16 | 3,218.57 | 3,300.05 |
| | Hourly (112) | 22.5308 | 23.0798 | 23.6287 | 24.7645 | 25.7807 | 26.8601 | 28.0282 | 28.7372 | 29.4647 |
| 54 | Annual | 67,624 | 69,271 | 70,919 | 74,326 | 77,377 | 80,618 | 84,122 | 86,254 | 88,436 |
| | Bi-Wkly | 2,600.90 | 2,664.29 | 2,727.66 | 2,858.70 | 2,976.05 | 3,100.70 | 3,235.48 | 3,317.47 | 3,401.37 |
| | Hourly (80) | 32.5113 | 33.3036 | 34.0958 | 35.7337 | 37.2006 | 38.7587 | 40.4435 | 41.4684 | 42.5171 |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 1L | 2L |
| | | | | | | | After | After | After | After |
| Class | Pay | Minimum | Next | Next | Next | Next | 4 Years | 5 Years | 12 Years | 18 Years |
| Grade | Basis | 1st Year | Year | Year | Year | Year | Service | Service | Service | Service |
| 55 | Annual | 68,806 | 70,460 | 72,114 | 75,074 | 78,219 | 81,555 | 85,080 | 87,917 | 90,138 |
| | Bi-Wkly | 2,646.40 | 2,710.01 | 2,773.61 | 2,887.45 | 3,008.42 | 3,136.74 | 3,272.31 | 3,381.43 | 3,466.83 |
| | Hourly (80) | 33.0800 | 33.8751 | 34.6701 | 36.0931 | 37.6053 | 39.2092 | 40.9039 | 42.2679 | 43.3354 |
| | Hourly (112) | 23.6287 | 24.1967 | 24.7645 | 25.7807 | 26.8610 | 28.0063 | 29.2170 | 30.1916 | 30.9538 |
| 58** | Annual | 79,127 | 81,029 | 82,931 | 86,334 | 89,952 | 93,788 | 97,842 | 101,105 | 103,659 |
| | Bi-Wkly | 3,043.35 | 3,116.51 | 3,189.66 | 3,320.55 | 3,459.69 | 3,607.22 | 3,763.14 | 3,888.66 | 3,986.87 |
| | Hourly (80) | 38.0419 | 38.9564 | 39.8707 | 41.5069 | 43.2461 | 45.0903 | 47.0393 | 48.6082 | 49.8359 |

50 = Fire Fighter
52 = Fire Motor Driver
54 = Fire Inspector
55 = Fire Inspector I, Captain
58 = Assistant Chief

**15% over grade 55

## APPENDIX A

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
**SCHEDULE I - 2% Increase**
**Effective April 1, 2027 through June 30, 2028**

| | | BASE PAY RATES | | | | | | LONGETIVITY | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 After | 1L After | 2L After | 3L After |
| Class Grade | Pay Basis | Minimum 1st Year | Next Year | Next Year | Next Year | Next Year | 4 Years Service | 7 Years Service | 12 Years Service | 18 Years Service |
| 50 | Annual | 56,876 | 60,422 | 63,968 | 66,922 | 70,183 | 73,557 | 75,417 | 77,330 | 79,282 |
| | Bi-Wkly | 2,187.54 | 2,323.93 | 2,460.30 | 2,573.92 | 2,699.35 | 2,829.10 | 2,900.65 | 2,974.25 | 3,049.32 |
| | Hourly (112) | 19.5316 | 20.7494 | 21.9670 | 22.9814 | 24.1013 | 25.2598 | 25.8987 | 26.5558 | 27.2261 |
| 52 | Annual | 66,922 | 68,553 | 70,183 | 73,557 | 76,575 | 79,781 | 83,251 | 85,356 | 87,517 |
| | Bi-Wkly | 2,573.92 | 2,636.64 | 2,699.35 | 2,829.10 | 2,945.19 | 3,068.50 | 3,201.95 | 3,282.93 | 3,366.05 |
| | Hourly (112) | 22.9814 | 23.5414 | 24.1013 | 25.2598 | 26.2963 | 27.3973 | 28.5888 | 29.3119 | 30.0540 |
| 54 | Annual | 68,976 | 70,657 | 72,338 | 75,813 | 78,925 | 82,231 | 85,805 | 87,979 | 90,204 |
| | Bi-Wkly | 2,652.92 | 2,717.58 | 2,782.22 | 2,915.87 | 3,035.57 | 3,162.71 | 3,300.19 | 3,383.82 | 3,469.39 |
| | Hourly (80) | 33.1615 | 33.9697 | 34.7777 | 36.4484 | 37.9446 | 39.5339 | 41.2524 | 42.2978 | 43.3674 |

| | | BASE PAY RATES | | | | | | | LONGETIVITY | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Step 1 | Step 1.5 | Step 2 | Step 3 | Step 4 | Step 5 After | Step 6 After | 1L After | 2L After |
| Class Grade | Pay Basis | Minimum 1st Year | Next Year | Next Year | Next Year | Next Year | 4 Years Service | 5 Years Service | 12 Years Service | 18 Years Service |
| 55 | Annual | 70,183 | 71,869 | 73,556 | 76,575 | 79,783 | 83,186 | 86,782 | 89,676 | 91,940 |
| | Bi-Wkly | 2,699.33 | 2,764.21 | 2,829.08 | 2,945.20 | 3,068.59 | 3,199.47 | 3,337.76 | 3,449.06 | 3,536.17 |
| | Hourly (80) | 33.7416 | 34.5526 | 35.3635 | 36.8150 | 38.3574 | 39.9934 | 41.7220 | 43.1133 | 44.2021 |
| | Hourly (112) | 24.1013 | 24.6806 | 25.2598 | 26.2963 | 27.3982 | 28.5664 | 29.8013 | 30.7954 | 31.5729 |
| 58** | Annual | 80,710 | 82,650 | 84,590 | 88,061 | 91,751 | 95,664 | 99,799 | 103,127 | 105,732 |
| | Bi-Wkly | 3,104.22 | 3,178.84 | 3,253.45 | 3,386.96 | 3,528.88 | 3,679.37 | 3,838.41 | 3,966.43 | 4,066.61 |
| | Hourly (80) | 38.8027 | 39.7355 | 40.6681 | 42.3370 | 44.1110 | 45.9921 | 47.9801 | 49.5804 | 50.8326 |

50 = Fire Fighter
52 = Fire Motor Driver
54 = Fire Inspector
55 = Fire Inspector I, Captain
58 = Assistant Chief

**15% over grade 55

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the date hereinafter set forth between the City of Jackson, a municipal corporation of the State of Michigan (hereinafter referred to as the City) and Local #1306 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the Union) and is intended to set forth issues agreed to during negotiations between the parties for the current collective bargaining agreement.

1. DISABILITY LEAVE. A member of this unit who suffers an injury or illness as a result of a service-connected accident or condition shall be granted upon proper authorization by the City Manager, leave with supplemental pay for a period not to exceed three (3) calendar months for each incident; provided, however, that such period of time may be extended up to an additional nine (9) months at the discretion of the City Manager. The City Manager's discretion will be predicated upon satisfactory medical evidence secured by the City, and any extension of time beyond three (3) months will not be arbitrarily withheld in the face of such satisfactory medical evidence.

(a) The supplemental pay referred to above shall be the difference between any Workers' Compensation weekly benefits being received and the net take-home pay (gross pay minus Federal and State income tax deductions) of the employee at the time of the duty-incurred injury or illness. If such payment is made during the period of time used to compute final average salary for determining pension benefits, the computation of final average salary shall be based on what the employee's gross salary would have been on a regular, straight time basis in his/her permanent classification had it not been for the duty-incurred injury or illness.

(b) In the event of a service-connected injury or illness requiring the absence of the employee beyond this twelve (12) month period, the employee may elect to supplement any continuing Workers' Compensation benefits by utilizing accrued sick leave or vacation leave on a pro-rata basis to the maximum extent of such accrual.

| INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1306 | CITY OF JACKSON |
|---|---|
| /s/ Charles Barnum | /s/ Richard L. Strunk |
| /s/ Dave VanStempvoort | /s/ Sandra L. Conant |
| /s/ Bernard H. Yost | /s/ Roger D. Wilson |

Date: August 14, 1987

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APPENDIX C
Jackson Fire Department
General Order No. 8-91

Subject: Drug Policy

I. Purpose.

A. The Employer has the responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.

B. The Employer and the employee may be liable for failing to address and ensure that employees can perform their duties without endangering themselves or the public.

C. There is sufficient evidence to conclude that use of illegal drugs, drug and alcohol dependence and drug and/or alcohol abuse seriously impairs an employee's performance and general physical and mental health. This General Order is meant to ensure an employee's fitness for duty as a condition of employment and to ensure drug and alcohol tests are ordered based on a reasonable objective basis, and to inform the employee that testing is a condition of employment.

II. Definitions.

A. Employee: All personnel employed by the Jackson Fire Department, both sworn and civilian.

B. Supervisor: Both sworn and civilian employees assigned to a position having day to day responsibility for supervising subordinates, or responsible for command of a work unit.

C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs.

D. Reasonable Objective Basis:

1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence of drugs/narcotics/alcohol.

2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

III. Policy.

A. Any statutory defined illegal use of drugs by an employee, whether on duty or off duty

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while employed by the Jackson Fire Department is strictly prohibited.

B. For the well being and safety of all concerned, the manufacture, consumption, possession, ingestion or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.

1. Such consumption, possession, ingestion or being under the influence shall not occur on the Employer's time, premises, equipment or job site in any way or at any other time or place while in the course of employment.

C. An employee may possess and use a drug or controlled substance providing such drug or controlled substance is dispensed to said employee pursuant to a current, valid medical prescription in the employee's name.

1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the Employer or supervisor.

IV. General.

A. Hearing.

If the Employer has a reasonable suspicion to believe an employee has violated this policy, the following procedures shall apply:

1. Any employee suspected of violating this policy will be given an immediate hearing with the following persons present:

a. Employee
b. Employee's Union Representative, if applicable
c. Employee's Supervisor
d. Director of Police and Fire Services or designee

2. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.

3. If it is determined by the Director of Police and Fire Services that the reasonable suspicion is
substantiated, the employee will be placed on administrative leave pending the results of an appropriate test.

4. Said employee shall be required to submit to an immediate blood and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.

5. Such test shall be given pursuant to the procedure as outlined in Appendix A-1.

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6. The employee shall submit to such test and release of test results to the Employer; failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.

7. After the test has been given and the results known, the employee:
   a. will be put back to work with full pay for time lost, should the test results be negative; or

   b. shall be subject to discipline, including discharge, should the test results be positive.

B. All property belonging to the Employer is subject to inspection at any time without notice, as there is no expectation of privacy.

1. Property includes, but is not limited to, Employer owned vehicles, desks, containers, files and storage lockers.

2. Employees assigned lockers (that are locked by the employee) are also subject to inspection by the Employer in the presence of the employee.

C. Fire Department employees who have reasonable objective basis to believe that another employee is in violation of this General Order shall be obligated to report the facts and circumstances immediately to their supervisor.

D. It shall be the duty of the employee to notify the Employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

V. Procedure.

A. Drug Testing/Urinalysis

1. Applicants
   All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others involved in the testing procedure.

   a. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.
   b. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected

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c. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.

d. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.

e. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.

f. The results of drug tests on applicants shall be confidential and used for official purposes only.

2. Current Employees

a. The Director of Police and Fire Services may order a drug test when there is reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employee.

b. Current employees may be ordered by the Director of Police and Fire Services to take a drug test where:

(1) there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or,

(2) there has been serious injury to the employee while on the job, or where the employee was directly responsible for the injury to another employee.

(3) rehabilitated (reformed) substance abusers.

c. A drug test may be a part of any routine physical examination. Such physical examination may be required for promotion or specialized assignment.

d. Test results reporting the presence of illegal drugs, alcohol or narcotics, in excess of those specified in Appendix A-2, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug will be submitted as a part of a written complaint by the supervisor, consistent with Item c. above, requesting departmental action.

VI. Responsibility.

Failure to comply with the provisions of this order may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow this order will result in immediate suspension from duty pending final disciplinary action.

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**Appendix A-1**
to
General Order No. 8-91
Effective: November 28, 1994

**Blood/Urinalysis/PBT Procedure**

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.

2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.

4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:

   a. Initial screening step, and
   b. Confirmation step.

2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

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3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drug or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.

4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse, including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.

5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and any State of Michigan Agency that determines certification for fire/police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.

6. Any confirmatory test shall be done by chromatograph/mass spectrometer.

7. If the first test is positive, a confirming test shall be run by a second laboratory procedure. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.

2. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods

a. TLC (Thin Layer Chromatography), recommended for initial step, or HPLC (High Performance Thin Layer Chromatography).

b. GLC (Gas Liquid Chromatography).

c. GC/MS (Gas Chromatography/Mass Spectrometry), recommended for confirmation step.

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d. HPLC (High Pressure Liquid Chromatography).

2. Immunological Methods

a. RIA (Radioimmunoassay).

b. EMIT (Enzyme Multiplied Immunoassay Technique), recommended for initial screening step.

E. Portable Breath Test (PBT)

An employee suspected of having alcohol present in his/her system shall submit to a PBT immediately upon notification and under the guidelines listed below:

1. The employee, a Fire Department supervisor and a Union representative (if employee desires), shall proceed to the Jackson City Police Station where the test shall be conducted by a sworn police officer.

2. If the first test indicates the presence of alcohol, a second test on another test apparatus shall be conducted.

3. If both tests are positive, the employee shall be placed on suspension, pending final disciplinary action.

4. Failure to cooperate with the testing officer will result in blood and/or urinalysis testing.

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**Appendix A-2 -**
**9-**
to
General Order No. 8-91
Effective: November 28, 1994

CG/MS

| Drug/Metabolite | Decision Level | Confirmation |
|---|---|---|
| Amphetamines | 1000 ng/ml | 500 ng/ml |
| Barbiturates | 300 ng/ml | 200 ng/ml |
| Cocaine metabolites | 300 ng/ml | 150 ng/ml |
| Marijuana metabolites | 100 ng/ml | 15 ng/ml |
| Opiates - Codeine | 300 ng/ml | 300 ng/ml |
| - Morphine | 300 ng/ml | 300 ng/ml |
| Phencyclidine (PCP) | 25 ng/ml | 25 ng/ml |
| Benzodiazepines | 300 ng/ml | 200 ng/ml |
| Methaqualone | 300 ng/ml | 200 ng/ml |
| Methadone | 300 ng/ml | 200 ng/ml |
| Propoxyphere | 300 ng/ml | 200 ng/ml |
| Alcohol | .02 mg % | .02 mg % |

(Revised: March 22, 2005)

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**APPENDIX D**
**LETTER OF AGREEMENT**
**RE: RESCUE IMPLEMENTATION**

This Letter of Agreement is entered into on the date hereinafter set forth between the City of Jackson, a municipal corporation of the state of Michigan (hereinafter referred to as the City), and Local No. 1306 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the Union) to set forth the understanding of the parties regarding continuation of a program to staff a medical rescue vehicle. This agreement replaces any previous version.

The parties agree to the following: a minimum of one (1) Fire Fighter and one (1) Officer will staff the rescue vehicle. Fire Fighters assigned to the rescue vehicle will be compensated an additional $1.00 per hour for each hour so assigned (i.e., the premium will be calculated and compensated on an hour-by-hour basis). This pay shall only apply to those in the Fire Fighter rank.

Assignments to the rescue vehicle will be made by seniority. Each Fire Fighter will decide if he would like to be considered, by seniority, for the assignment of working the rescue. A list of those who are willing and those who wish to exercise a waiver will be maintained. The waiver period will last a minimum of thirty (30) days or until the employee pulls the waiver. Assignments will be made by seniority on each shift, starting with the most senior Fire Fighter and working down the list. Assignments will be made on a daily basis in regards to seniority and the waiver stipulation. A Fire Fighter with the appropriate seniority does not forfeit his right to act Lieutenant even though he has chosen to utilize his seniority on the rescue vehicle. If at any time there is no selection by seniority and there is adequate staffing to staff the rescue vehicle, the Fire Fighter with the lowest seniority and Officer will be placed on the rescue.

It is understood that the rescue maybe staffed when staffing levels are at ten (10) or more for the shift.

Duration

This agreement will start and continue for the term of the current labor agreement during which time the parties will continue to monitor and evaluate the program.

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Both parties agree to continue to meet to work out such issues that may not have been foreseen. Both parties retain the right to end this agreement if such issues are not resolved, after reasonable notice to the other party.

This Agreement entered into this 20th day of July 2021.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 1306

President

Vice President

Secretary-Treasurer

CITY OF JACKSON

Mayor

City Clerk

Director of Personnel
and Labor Relations

# APPENDIX E

## LETTER OF AGREEMENT
## BETWEEN THE CITY OF JACKSON, MICHIGAN
## AND LOCAL 1306 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Letter of Agreement ("LOA") is entered into this __ day of December 2023 (Effective January 1, 2024) by and between the City of Jackson ("City") and Local No. 1306 of the International Association of Firefighters ("Union"), collectively ("Parties").

The undersigned parties agree and acknowledge the following:

The City and Union are parties to a collective bargaining agreement with a term of July 1, 2021 through June 30, 2024 ("CBA").

The City and Union wish to enter into this LOA for the purpose of changing the pension benefit plan design for members of the Union who are also members of the City of Jackson Firemen Retirement System to allow service retirement at twenty-five (25) years of service with no age requirement.

The City and the Union agree as follows:

1. Both parties agree that any increase in costs as a result of this LOA and changes to Article 23- Pension Amendments, Section 23.8 Pension Age and Service Requirements, will not be the responsibility of or paid by the City and rather will be paid by the union employee members of the Act 345 retirement system through increased member contribution rates which are reflected in the actuarial study completed by GRS dated 12/16/2022 and outlined in the chart below.

2. Both parties agree to increase member contributions for all the current and future union members of the Act 345 retirement system covered by this LOA to allow for the change of benefit plan design to permit service retirement at the twenty-five (25) years of service as noted below:

| **Member Contribution Rates- Ultimate Rates-After 5 Years** (If Members Fully Financing the Proposed Benefit Design Change) | **From January 1, 2029** | **Cont. Increase** |
|---|---|---|
| Firefighters -Hired before 6/30/2012 | 15% | +2.00% |
| Firefighters-Hired after 7/1/2012 | 6.50% | +1.75% |
| **Member Contribution Rates- (Temporary Rates for 5 Years)** (Temporary Additional Member Contribution (5 Year UAAL Amortization) | **From January 1, 2024 until December 31, 2028** | **Cont. Increase** |

| | | |
|---|---|---|
| Firefighters -Hired before 6/30/2012 | 16.5% | +3.50% |
| Firefighters-Hired after 7/1/2012 | 8% | +3.25% |

The member contribution rates outlined in the previous chart will survive expiration of the current CBA. The member contribution rates outlined as Temporary Rates for 5 Years in the previous chart, shall not be subject to negotiations, unless agreed to by both parties. The member contribution rates set to take effect on January 1, 2029, outlined as Ultimate Rates after 5 Years in the previous chart, may be subject to future contract negotiations at any time after expiration of the CBA in place at the time this LOA takes effect.

3. The parties agree that Article 23, Pension Amendments, Section 23.8 Pension Age and Service Requirement on pages 30-32 of the CBA will be stricken from the CBA and replaced with the following language.

**Section 23.8.Pension Age and Service Requirements.**
All employees eligible for an Act 345 retirement must satisfy the following years of service as a full time employee and age requirements to be eligible for the defined benefit pension:

| Hire Date | Minimum Years of Service for a full service retirement | Minimum Age | Multiplier First 25yrs | Multiplier After 25yrs | Pension Cap |
|---|---|---|---|---|---|
| On or before December 31, 2003 | 25 | Any | On or before January 31, 2009 2.75% On or after February 1, 2009 2.9% | 1.0% | 73% |
| Between January 1, 2004 and June 30, 2012 | 25 | Any | On or before January 31, 2009 2.75% On or after February 1, 2009 2.9% | 1.0% | 75% |
| Between July 1, 2012 and June 30, 2016 | 25 | Any | 1.5% | 1.0% | 50% |
| After ratification of this agreement | 25 | Any | 1.5% | 1.0% | 50% |

All multipliers and pension caps shall be as provided for in the above chart.

Member contributions shall be as provided for in paragraph 2 of this LOA.

Employees hired on or after July 1, 2012 shall have a pension multiplier for Act 345 service retirement and non-duty disability retirement at the rate of 1.5% for the first twenty-five (25) years of service and one percent (1%) for each year of service thereafter. These employees will also participate in the defined contribution pension system (which constitutes a hybrid pension system). For the defined contribution pension plan, the City shall contribute a flat three percent (3%) to the defined contribution pension plan and the employee must contribute a minimum of three percent (3%) up to a maximum of twelve percent (12%).

4. This LOA shall apply to all current and future union members eligible for pension benefits at the time this LOA is made effective.

**International Association of Fire Fighters, Local, 1306**

President
Date: 12-18-23

Vice President
Date: 12-14-2023

**City of Jackson**

City Manager
Date: 12/20/23

Director of Police and Fire Services
Date: 12-19-2023

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JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Approve the Development Agreements for HOME-ARP Affordable Rental Construction

---

**Recommendation:**

Approve the Development Agreements for the Welcome Home Organization and Kings Community Homes for the construction of affordable rental housing as part of the HOME-ARP grant program; authorize the City Manager and City Attorney to make minor modifications as needed; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

Approve the Development Agreements for the Welcome Home Organization and Kings Community Homes for the construction of affordable rental housing as part of the HOME-ARP grant program; authorize the City Manager and City Attorney to make minor modifications as needed; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the development agreements for HOME-ARP affordable rental construction.

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

JACKSON
Founded 1829

**DEPARTMENTAL REPORT**

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

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** July 16, 2024

**RECOMMENDATION:**
Approve the Development Agreements for the Welcome Home Organization and Kings Community Homes for the construction of affordable rental housing as part of the HOME-ARP grant program; authorize the City Manager and City Attorney to make minor modifications as needed; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

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## ISSUE STATEMENT

The Jackson City Council approved the HOME-ARP allocation plan at their meeting on March 21, 2023. Included in that plan is the construction of affordable rental housing for qualifying populations. At their meeting on March 5, 2024, the City of Jackson Affordable Housing Development Board (AHDB) approved the release of the Request for Proposals for the creation of affordable rental housing under the HOME-ARP grant program. Proposals were due in early May, and two (2) proposals were received. At their meeting on June 11, 2024, the Jackson City Council approved proposals from the Welcome Home Organization and Kings Community Homes for the construction of affordable rental housing as part of the HOME-ARP grant program, with each organization to be awarded funds to construct two (2) homes with finalized development and grant agreements to be presented at a future date.

## DESCRIBE THE CONSEQUENCES

Funds under the HOME-ARP grant program must be expended by September of 2030. Many new homes are currently being constructed throughout the City of Jackson, and our needs for safe, secure, and affordable housing are vast. Now is the time to capitalize on this new-construction momentum and continue working to provide top-quality housing for our current and future residents. Failure to approve these development agreements could cause the City to miss the perfect opportunity to insert housing into these neighborhoods in the immediate future, and to continue the momentum of new construction already underway.

## OWNERSHIP

The City of Jackson Community Development Department manage funds for the HOME-ARP grant program. Staff created the request for proposals (in collaboration with the Affordable Housing Development Board) and managed the application process. Community Development staff will manage all projects funded with HOME-ARP dollars, including short and long-term reporting and rules adherence.

## SOLUTION

The construction of safe, secure, affordable, and top-quality housing is necessary in the City of Jackson. Our current housing study supports this work, as does the statewide housing study published by the Michigan State Housing Development Authority. City Council previously approved the HOME-ARP proposals for the construction of affordable rental housing from Kings Community Homes and the Welcome Home Organization. Approval of these development agreements is the next step in this process, and supports the work of the AHDB and City staff. It also helps the two proposing organizations to build capacity and provide valuable housing and services to current and future Jackson residents.

## FACILITATE IMPLEMENTATION

Requested action is for City Council to approve the Development Agreements for the Welcome Home Organization and Kings Community Homes for the construction of affordable rental housing as part of the HOME-ARP grant program; authorize the City Manager and City Attorney to make minor modifications as needed; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

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ATTACHMENTS

1. Kings Community Homes Development Agreement HOME-ARP (final)
2. Welcome Home Organization Development Agreement HOME-ARP (final)

**Developer Contract Between**
**The City of Jackson**
**and**
**Kings Community Homes**

**City of Jackson**
**161 W. Michigan Avenue**
**Jackson, MI 49201**
**(517) 768-6436**
www.cityofjackson.org

THIS DEVELOPER CONTRACT (hereinafter the "Contract") is entered into on this _____ day of September, 2024, by and between the CITY OF JACKSON, located at 161 West Michigan Avenue, Jackson, MI 49201 (herein called the "CITY"), and the JACKSON INTERFAITH NON-PROFIT HOUSING CORPORATION, a Michigan domestic non-profit corporation, D/B/A KINGS COMMUNITY HOMES, whose offices are located at 352 East Morrell Street, Jackson, MI 49203 (hereinafter called the "DEVELOPER");

WHEREAS, the CITY has received funds from the Department of Housing and Urban Development (HUD) under the Home Investment Partnership Program – American Rescue Plan (HOME-ARP); and

WHEREAS, the HOME-ARP program allows for the construction of affordable rental homes, with rental to identified qualifying populations, by the CITY or a designated housing development organization; and

WHEREAS, the DEVELOPER has been approved to serve as the CITY's designated housing development organization; and

WHEREAS, the CITY desires to engage the DEVELOPER to perform certain services and activities related to the construction of affordable rental homes; and

WHEREAS, the DEVELOPER agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures, ordinances and code requirements which have been or, from time to time, may be prescribed by the CITY;

NOW, THEREFORE, the CITY and the DEVELOPER do mutually agree as follows:

**1. Project Objectives.** The project objectives of this Contract are to provide rental housing opportunities for individuals/families from a qualifying population, as defined by the Department of Housing and Urban Development.

**2. Scope of Service.**

A. *Project Activities*. In order to accomplish the project objectives defined in Paragraph 1 above, the DEVELOPER shall perform in a lawful, satisfactory and proper manner, the following services and activities:

Construct two (2) new single-family homes on locations to be selected by the City of Jackson for rental to HUD-defined qualifying populations (*see Attachment A*). Construction specifications must adhere to the requirements set forth in this Contract (*see Attachment B*).

B. *Staffing.*

**Contact Person:** Kings Community Homes
ATTN: Fred Parker, Sr.
352 E. Morrell Street, Jackson, MI 49203

Any changes in the DEVELOPER'S key personnel assigned or their general responsibilities under this Contract project are subject to the prior approval of the CITY. Notification of said changes shall be communicated in writing by the DEVELOPER to the CITY within a reasonable amount of time.

C. *Budget*

| **Line Item Description** | **Amount** |
|---|---|
| New Construction: 2 single-family affordable rental homes | $140,000 x 2 |
| **Total:** | **$280,000** |

The DEVELOPER shall provide such supplementary budget information as required by the CITY to the CITY upon request. Any amendments to the budget amounts set forth above must be approved in writing by both the CITY and the DEVELOPER.

D. *Communication.* Communication and details concerning this Contract shall be directed to the following contract representatives:

| **CITY** | **DEVELOPER** |
|---|---|
| Community Development Department | Kings Community Homes |
| ATTN: Cory Mays | ATTN: Fred Parker, Sr. |
| 161 W Michigan Avenue | 352 E. Morrell Street |
| Jackson, MI 49201 | Jackson, MI 49203 |
| Phone (517) 768-6461 | Phone (517) |
| E-mail: cmays@cityofjackson.org | E-mail: pfparker26@yahoo.com |

**3. Time of Performance.** The DEVELOPER agrees that the time of performance hereunder shall be from August 1, 2024, until July 31, 2025, or until HOME-ARP funds allocated under this Contract have been expended, whichever comes first. No additional time will be provided unless mutually agreed, in writing.

**4. Terms and Conditions.**

A. 100% of HOME-ARP funded units must be reserved for qualifying populations (as defined in *Attachment A*).

B. All HOME-ARP funded units must maintain compliance of all rules/regulations/rental limits/etc. for at least fifteen (15) years.

C. Upon completion, all units must be owned, operated, and maintained by the applicant.

D. All units must be constructed in locations mutually agreed upon by the selected applicant(s) and the City of Jackson.

E. DEVELOPER must follow all applicable HOME-ARP guidelines, as published by HUD, can be viewed by visiting https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf

F. All new construction projects must meet the requirements described below:

1. Housing that is newly constructed with HOME funds must meet all applicable State and local codes, ordinances, and zoning requirements. HOME-assisted new construction projects must meet State or local residential and building codes, as applicable or, in the absence of State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet applicable requirements upon project completion.

2. Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish.

3. The CITY must ensure the construction contract(s) and construction documents describe the work to be undertaken in adequate detail so that inspections can be conducted. The CITY must review and approve written cost estimates for construction and determining that costs are reasonable.

4. The CITY must conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

**5. Compensation and Method of Payment**

A. *Program Funds.* The CITY hereby agrees to pay the DEVELOPER $280,000 from the CITY's HOME-ARP Funds for eligible expenses as shown in the budget established in Paragraph 2(C) of this Contract. Payments made by the CITY to the DEVELOPER for said expenses shall be paid on a reimbursable basis, provided that the DEVELOPER has submitted proper and complete source documentation to the satisfaction of the CITY.

B. *Total Compensation.* It is expressly understood by and between the CITY and the DEVELOPER that in no event shall the total compensation and reimbursement to be paid to the DEVELOPER pursuant to this Contract, exceed the sum of the CITY HOME-ARP Program funds equaling $280,000.

C. *Additional Funds.* The DEVELOPER agrees to provide any additional money, services, and/or physical resources which may be required to complete its performance under this Contract.

D. *Program Income from HOME.* The CITY and DEVELOPER agree that the DEVELOPER is authorized to utilize program income it may receive from its HOME-ARP Program activities for appropriate additional HOME-ARP-eligible activities or other housing activities to benefit low-income families.

**6. Continued Funding.** The CITY makes no implied or explicit guarantee, offer, or representation of future funding from the CITY beyond the termination of this Contract. The CITY further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Paragraph 2, Scope of Services.

7. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The DEVELOPER shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except as specified in this Contract.

8. **Finance Procedures; Suspension of Funding.** CITY's Community Development Department (CDD), in its sole discretion, has the authority to suspend, reduce, or disallow any payment(s) of funds to the DEVELOPER under this Contract. Notwithstanding any other provision of this Contract, upon written notice to the DEVELOPER when the internal fiscal controls and records established pursuant to Paragraph 12 are changed without CDD's approval, or when, in the opinion of CDD, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose as defined by HOME-ARP guidelines.

   A. Any payments under this Contract may be suspended by CDD upon the DEVELOPER's refusal to accept and comply with any additional conditions or requirements of the CITY.

   B. Any payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced, suspended, or terminated for any reason.

9. **Contract Modifications.** The CITY may expand, diminish, or otherwise modify the project objectives, scope of services or any other contract provision related thereto, which the DEVELOPER is required to perform pursuant to Paragraphs 1 and 2 of this Contract; provided, however, that such modifications must be mutually agreed upon in writing by the parties, and incorporated into this Contract.

10. **DEVELOPER's Failure of Performance.**

   A. The failure of the DEVELOPER to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

      1. The CITY, in its sole discretion, shall determine whether the work is satisfactorily completed.

      2. In the event the CITY determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the CITY shall notify the DEVELOPER and allow the DEVELOPER ten (10) days to cure the material breach.

      3. In the event the DEVELOPER fails to cure the material breach pursuant to the requirement of Subparagraph 2 above, the CITY may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the DEVELOPER.

   B. In the event the DEVELOPER fails to perform in a satisfactory and timely manner any of the services or activities required under this Contract, the CITY may, in its sole discretion, reduce or modify the compensation payable hereunder to the DEVELOPER in a manner which appropriately reflects such reduction or diminution of services or activities.

**11. Termination by the City for Non-Compliance or Convenience.**

A. In the event the DEVELOPER fails to fulfill any of the terms, conditions, or obligations of this Contract, or if the DEVELOPER violates any of the covenants, agreements or stipulations of this Contract, the City Manager in his/her sole discretion and without notice, may terminate this Contract with no further liability to the DEVELOPER beyond that expressly provided for within Paragraph 10 hereof.

The CITY may also, upon 30 days written notice to the DEVELOPER, terminate this Contract for convenience, and all of the CITY's obligations hereunder, including any obligations to provide financial assistance shall cease. The CITY may exercise its rights pursuant to this provision regardless of whether the DEVELOPER is in default of any condition or obligation under this Contract. Once the CITY has provided written notice to the DEVELOPER, the CITY shall not be obligated to supply financial assistance to the DEVELOPER.

B. In the event this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies and surveys which have been or were prepared by the DEVELOPER with funds under this Contract, become the property of the CITY; and

2. The DEVELOPER shall receive compensation for any work performed by the DEVELOPER to the CITY's satisfaction.

C. It is agreed that nothing contained herein shall:

1. Deprive the CITY of any additional rights or remedies, either at law or equity of under the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, which they may respectively assert against the DEVELOPER upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract; or

2. Relieve the DEVELOPER of any liability to the CITY for any damages sustained by the CITY as a result of any breach of this Contract by the DEVELOPER; and if it sustains such damages, the CITY may withhold as a set any payments due the DEVELOPER until such time as an exact amount of damages sustained by the CITY is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

**12. Reports and Information.**

A. *Financial Records and Reports.* The DEVELOPER agrees to make and maintain adequate financial records in a form satisfactory to the CITY. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract.

B. *General Operational Information*. The DEVELOPER shall, on a quarterly basis, provide written reports to the CITY's Grant Coordinator. Such written reports shall include, but shall not be limited to, a description of all services which have been rendered pursuant to this Contract since the last preceding such report and shall be in a form and shall contain such other information as the CITY may specify. Failure of the DEVELOPER to submit within a reasonable time such

reports regarding the operations of the DEVELOPER shall be considered a material breach of this Contract.

C. *Administrative Practices and Policies*. The DEVELOPER shall submit its "administrative practices and policies" to the CITY for review within 60 days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the DEVELOPER's Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.

D. *Equal Opportunity Employment Reports.*

1. The DEVELOPER shall submit Equal Opportunity Employment Survey Reports to the CITY at least annually. Where procedures are established by the CITY for more frequent reporting, the DEVELOPER shall report accordingly, but not to exceed quarterly reports. Nothing in the above should be construed as to preclude supplying information requested pursuant to any investigation that may arise in the event of an illegal discrimination charge.

2. The DEVELOPER shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the CITY and all other applicable Federal, State, civil rights and equal opportunity laws and regulations. The DEVELOPER will be furnished copies of the aforementioned which are applicable to its operations by the CITY upon execution of this Contract and the DEVELOPER's signature hereto shall acknowledge receipt of this documents.

E. *Drug-Free Workplace.* The DEVELOPER will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:

    a. The dangers of drug abuse in the workplace;
    b. The DEVELOPER's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (12)(E)(i);
4. Notifying the employee in the statement required by paragraph (12)(E)(i) that, as a condition of employment under the grant, the employee will:

    a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (12)(E)(iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (12)(E)(iv)(b), with respect to any employee who is so convicted:

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (12)(E)(i) through (vi).

**13. Eligible Costs of the DEVELOPER.** Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State, and local laws, rules and regulations, and conditions mandated by the CITY.

**14. Records Documentation and Retention.**

A. *Establishment and Maintenance of Records*. The DEVELOPER shall establish and maintain all records required by Federal regulation concerning any matter covered by this Contract which, from time to time, may be required by the CITY.

*B. Retention of Records*.

1. Unless otherwise expressly authorized by the CITY, the DEVELOPER shall maintain all records related to this Contract, including financial records and accounts, for a period of five (5) years after receipt of final payment under this Contract.

2. If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained by the DEVELOPER until all litigation, claims, or audit findings involving the records have been resolved.

**15. Audits and Inspections.** At any time during normal business hours and as often as the CITY may deem necessary to ensure proper accounting for all project funds, the DEVELOPER shall:

A. Make available to the CITY all checks, payrolls, time records, invoices, contracts, vouchers, orders, and other data, information and materials concerning any matter covered by this Contract; and

B. Permit the CITY to audit, examine, excerpt or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

C. Allow the CITY to review such documents that are considered as backup to the operation of the DEVELOPER, regardless of funding source, to verify all costs listed in the "Amount" column of Paragraph 2(C) of this Contract; and

D. Allow independent auditors to have access to the DEVELOPER's records and financial statements as necessary to facilitate the CITY's requirement to comply with 24 CFR 200.501, as applicable, or the CITY's annual audit requirement.

**16. Financial Management.**

A. *Accounting Standards*. The DEVELOPER agrees to comply with 24 CFR 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred under this Contract.

B. *Annual Audit.* The DEVELOPER agrees to have an annual audit in accordance with current CITY policy and as applicable with 200.501. This completed audit report will be provided to the CITY for review as soon as reasonably possible.

C. *Cost Principles*. The DEVELOPER shall administer the program in conformance with 24 CFR 92.505, 24 CFR 200 Subpart E for all costs incurred under this Contract.

D. *Procurement Requirements.* The DEVELOPER shall comply with 24 CFR 200.317 – 200.326 when procuring materials pursuant to this Contract, and shall follow 24 CFR 200.310 – 200.316 which covers utilization of property in association with the performance of duty specific in this Contract.

E. *Close Outs*. The DEVELOPER's obligation to the CITY shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to, mailing final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and receivable accounts to the CITY), and determining the custodianship of records.

**17. Conflict of Interest.** The DEVELOPER agrees to abide by the provisions of 24 CFR 200.112 and 92.356, which include (but are not limited to) the following:

A. The DEVELOPER shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

B. No employee, officer or agent of the DEVELOPER shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the DEVELOPER shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, DEVELOPERs may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

D. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the DEVELOPER.

E. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the DEVELOPER, or any designated public agency.

F. In the procurement of supplies, equipment, construction, and services by DEVELOPER, the conflict of interest provisions above shall apply.

**18. Subcontracting.** The DEVELOPER shall not assign or transfer any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the CITY; provided, however, that claims for money due or to become due the DEVELOPER from the CITY pursuant to this Contract may be assigned or transferred to a bank, trust company or other financial institution without such consent, and the DEVELOPER shall promptly notify the CITY of any such assignment or transfer. The DEVELOPER will include the provisions of Section 21, Civil Rights and Section 22, Labor Law, of this Contract, in any subcontract or purchase order so that such Sections will be binding upon the DEVELOPER and/or vendor.

**19. Prohibited Activities.** None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for the propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the Jackson CITY Council, or for the Sectarian or religious activities.

**20. "Hold Harmless" Clause.** The DEVELOPER shall indemnify and hold harmless the CITY against any and all damages to property, or injuries to or death of any person or persons, including the property and employees or agents of the CITY, and the DEVELOPER shall defend, indemnify, and save harmless the CITY from any and all claims, demands, suits, liabilities, and/or payments, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the DEVELOPER or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the DEVELOPER under the terms and conditions of this Contract. The

DEVELOPER shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

**21. Civil Rights**

A. The DEVELOPER agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended and all other Federal laws, rules and regulations related to civil rights in carrying out this Contract.

B. The DEVELOPER agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, weight, or age. Additionally, the DEVELOPER agrees that it will establish and thereafter maintain an Affirmative Action Plan which is in compliance with the requirements promulgated by the Michigan Civil Rights Commission, and that it will establish written personnel procedures and policies setting forth all of its personnel rules, guidelines, practices, and terms and conditions of employment. The Affirmative Action Plan and personnel rules established may be amended from time to time as necessary. The DEVELOPER shall supply the CITY with copies of its personnel policies and Affirmative Action Plan, and with copies of any amendment made of them. A violation of this Paragraph of this Contract shall be a material breach of this Contract.

C. The DEVELOPER will, in all solicitation or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race color, religion, height, weight, marital status, sex, sexual preference, age, handicap or national origin.

D. The DEVELOPER will send to each labor union or representative of workers with which the DEVELOPER has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY advising the labor union or workers' representative of the DEVELOPER's commitments under this Contract and shall post copies of this notice in conspicuous places available to the employees and prospective employees under this Contract.

E. In the event of the DEVELOPER's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

F. The DEVELOPER will use its best efforts to afford women and minority-owned enterprises (WMBE) the maximum practicable opportunity to participate in the performance of this Contract.

G. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that it is an Equal Opportunity or Affirmative Action Employer.

**22. Compliance with Labor Law.** In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, the DEVELOPER shall comply with all applicable Federal, State, and local labor laws including the Davis-Bacon Act, as amended (40 USC 874, as supplemented by 29 CFR Part 3) and

Federal Fair Labor Standards provision, as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15), Section 2 of the Act of June 13, 1934, as amended (40 CFR 276(c)).

**23. City Charter.** It is clearly understood that nothing contained in this Contract shall deprive the CITY of any rights that it may exercise by virtue of the provisions of the Charter of the CITY.

**24. Severability of Provisions.** If any clauses, paragraphs or parts of this Contract are held invalid, or if any portion of any clause, paragraph, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties, or rights of the CITY shall be exercised by and through this Contract as specified herein.

**25. Waiver.** The failure of the CITY to demand compliance with any term of this Contract, or to take action when this Contract is breached in any way, shall not be considered a waiver of that contractual requirement thereafter, nor of the CITY's right of action for the breach of that term.

**26. Insurance and Bonds.** In addition to any other insurance and bonding requirements of this Contract, the DEVELOPER shall maintain at least the following insurance coverage:

A. Workers' compensation coverage that meets at least the minimal State of Michigan statutory requirements.

B. The DEVELOPER shall, at the time of execution of this Agreement, file with the CITY the Certificate of Insurance, which shall cover all of the DEVELOPER's insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies of insurance covering said CITY and its officers, agents and employees. Each such policy and certificate shall be satisfactory to the CITY and shall bear an endorsement precluding the cancellation or reduction in coverage without giving notice to the CITY at least thirty (30) days prior notice thereof in writing. Nothing contained in these insurance requirements is to be construed as limiting the extent of the DEVELOPER's responsibility for payment of damages resulting from their operations under this Agreement.

The DEVELOPER shall maintain insurance in force at all times during the term of this Agreement at the minimum amounts and types as indicated below:

| | | |
|---|---|---|
| Workers' Compensation | | $100,000 or statutory limit as required under the MI Workers' Compensation Act, whichever is higher |
| **~and~** | | |
| Comprehensive General Liab. (Including Pollution and XCU if Appropriate) | Bodily Injury | $1,000,000 each occurrence<br>$1,000,000 aggregate |
| | Property Damage | $500,000 each occurrence<br>$500,000 aggregate |
| or Combined Single Limit | | $1,000,000 each occurrence<br>$1,000,000 aggregate |
| **~and~** | | |

| | | |
|---|---|---|
| Automobile Liability | Bodily Injury | $1,000,000 each person |
| | | $1,000,000 each occurrence |
| | Property Damage | $1,000,000 each occurrence |
| or Combined Single Limit | | $1,000,000 |

The CITY shall be listed as an additional insured on all liability coverages, and shall be provided with a Certificate of Insurance which reflects this additional insured status. All certificates and notices shall be sent to the Community Development Department, ATTN: Cory Mays, 161 West Michigan Avenue, Jackson, MI 49201.

C. The DEVELOPER shall comply with the bonding and insurance requirements of 24 CFR 200.325, as they may apply.

**27. Disclosure of Confidential Material.** All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

**28. Royalties, Patents, Notices, and Fees.** The DEVELOPER shall give all notices and pay all royalties and fees, if applicable, to carrying out the provisions of this Contract. The DEVELOPER shall defend all suits or clauses for infringement or any patent rights and shall save the CITY harmless from loss on account thereof.

**29. Copyright.** If this Contract results in any copyrightable material, the CITY reserves the right to royalty free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.

**30. Environmental Conditions.** The DEVELOPER agrees to comply with all Federal environmental laws and regulations insofar as they may apply to the performance of this Contract, including those related to flood disaster protection, lead-based paint, and historic preservation.

**31. Special Conditions.** The DEVELOPER agrees to comply with all requirements of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, regulations found at 24 CFR Part 92, and all Federal regulations and policies issued pursuant to those regulations, whether included specifically in this Contract or included by reference of this special condition.

**32. City Department or Office.** It is agreed by the parties hereto that the CITY's Community Development Department shall be responsible for the administration of this Contract on behalf of the CITY; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the CITY, by the CITY in its sole discretion.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date written above.

**THE CITY OF JACKSON**

By: _____
Jonathan Greene, City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Jonathan Greene, City Manager on behalf of the City of Jackson.

_____
Notary Public
_____County, Michigan
My commission expires: _____

**DEVELOPER**

JACKSON INTERFAITH NON-PROFIT HOUSING CORPORATION, DBA KINGS COMMUNITY HOMES

By: _____

Its: _____

STATE OF MICHIGAN )
)SS
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me this ___ day of _____2024, by _____of the Jackson Interfaith Non-Profit Housing Corporation, DBA Kings Community Homes

_____
Notary Public

_____, County, Michigan

## EXHIBIT A: Qualifying Populations

All HOME-ARP projects must support one (or more) of the following qualified-populations:

1. **Homeless** (as defined in 24 CFR 91.5 Homeless (1), (2), or (3))
2. **At risk of homelessness** (as defined in 24 CFR 91.5 At risk of homelessness)
3. **Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking** (as defined by HUD)
4. **Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.** HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:
    a. Other Families Requiring Services or Housing Assistance to Prevent Homelessness
    b. At Greatest Risk of Housing Instability

## EXHIBIT B: Construction Specifications

Home construction to consist of two story home construction from 1,200-1,400 sq. ft. in areas of the City with primarily 2 story home neighborhoods or minimum 1-story 960 sq. ft. home construction in areas of the city with primarily 1 story homes. 2 story homes to provide minimum 3 bedrooms and 1 ½ bathrooms. 1 story homes to provide minimum 2 bedrooms and 1 ½ bathrooms. Plan sets must be provided to the City of Jackson Building Department for final review for any accepted proposal(s).
Ancillary costs provided and funded by the City of Jackson shall include:

1. Concrete drive cut
2. Sewer tap and lead stub to property line (back of City sidewalk)
3. Water tap and connection to City stop box at sidewalk
4. Street trees where required
5. Expedited plan review

Additional home specifications shall include:

- Site design- Provide home design in accordance with Chapter 28 of the Jackson City Code of Ordinances and provide plan design and overall appearance to compliment the surrounding neighborhoods.
    1. Setbacks per Chapter 28- Section 28-43 Lot, width, yard, building height requirements- Residential Districts
    2. Driveway- 4"concrete or 3 ½"asphalt driveway to extend 30' beyond front of home
    3. Private Sidewalk- 4" concrete to extend from driveway to front porch
    4. Minimum 8" overhangs on eave and rakes of home
    5. Roof pitch and general layout of exterior facades and building materials to compliment the surrounding neighborhood and as permitted by 28-115 Table of Acceptable Wall Materials
- Basement
    1. Provide 8' poured wall basement
        - Min 8"x16" spread footing
            - Provide minimum 20' rebar in footing for electrical service bonding with rebar extended through top of foundation wall near electrical service location
        - 8" poured walls with #4 rebar 48" o.c. with minimum 3- #4 horizontal
        - Provide egress window and composite window well to meet requirements for Michigan Building Code 2015 for size/ladder. Provide drain tile at base of well to connect to foundation perimeter drain system
        - Provide form a drain or 4" drain tile full interior/exterior perimeter drained to daylight or to sealed sump crock
            - Provide pea stone cover over all foundation drainage
        - Damp-proof coat all exterior foundation walls to grade
        - Provide 4" pea stone at basement grade with 6 ml plastic below 4" concrete floor
        - Provide radon provisions as required by the MRC 2015
- Front porch
    1. Provide minimum 5'x16' covered front porch
        - Concrete foundation and cap
        - Provide maintenance free post wraps, guardrail, stairway and hand-railings
- Rear landing or deck
    1. Provide code compliant stair landing/stairway/handrails/guardrails at rear exit doorway
- Wall Construction

1. Provide 2x4 or 2x6 wall framing with double top plate 16" o.c. with insulation systems to meet requirements of the Michigan Energy Code 2015 Chapter 11 requirements for foundation walls, house walls, ceilings, windows, doors, lighting, HVAC

- Roof Construction
    1. Provide trussed roof system on primary home and truss or rafter framing on porch, overhangs and decorative elements in accordance the Michigan Residential Code Chapter 8 requirements
    2. Provide gutters and downspouts of colors to compliment home architectural design and color
- HVAC system
    1. Provide high efficiency furnace and water heater with all ductwork and ventilation in accordance with Michigan Residential Code 2015
    2. Provide central air conditioning system
- Electrical System
    1. Provide 200 amp service
        - Provide service mast and conduit entrance feeder to home.
    2. Interior wiring systems to be provided in accordance with the Michigan Residential Code 2015
    3. Provide hard wired with battery backup smoke detectors and carbon monoxide detectors to requirement of Michigan Residential Code Sections R314/R315
- Plumbing
    1. Provide minimum 1 full bathroom on second floor of home (2 story homes) adjacent to bedroom areas and 1 half bath on main floor.
        - Single story homes to provide 1 ½ bathrooms
    2. Provide fiberglass tub/shower unit- Aker or equivalent
    3. Provide all plumbing supply/drains/venting and fixtures for bathrooms, kitchen sink, dishwasher, ice maker hookup, laundry and front and rear exterior hose connection.
- Complete kitchen appliance package, including electric range/oven, refrigerator, microwave, and dishwasher
- Kitchen and bath cabinetry- Provide solid wood cabinetry
- Shed- Provide minimum 8'x8' shed to meet City Zoning setback requirements and of complimentary design as primary home structure OR single-car attached or detached garage
- Yard installation- Provide 3" top soil/seed/straw

**Developer Contract Between**
**The City of Jackson**
**and**
**The Welcome Home Organization**

**City of Jackson**
**161 W. Michigan Avenue**
**Jackson, MI 49201**
**(517) 768-6436**
www.cityofjackson.org

THIS DEVELOPER CONTRACT (hereinafter the "Contract") is entered into on this _____ day of September, 2024, by and between the CITY OF JACKSON, located at 161 West Michigan Avenue, Jackson, MI 49201 (herein called the "CITY"), and THE WELCOME HOME ORGANIZATION, whose offices are located at 1203 First Street, Jackson, MI 49203 (hereinafter called the "DEVELOPER");

WHEREAS, the CITY has received funds from the Department of Housing and Urban Development (HUD) under the Home Investment Partnership Program – American Rescue Plan (HOME-ARP); and

WHEREAS, the HOME-ARP program allows for the construction of affordable rental homes, with rental to identified qualifying populations, by the CITY or a designated housing development organization; and

WHEREAS, the DEVELOPER has been approved to serve as the CITY's designated housing development organization; and

WHEREAS, the CITY desires to engage the DEVELOPER to perform certain services and activities related to the construction of affordable rental homes; and

WHEREAS, the DEVELOPER agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures, ordinances and code requirements which have been or, from time to time, may be prescribed by the CITY;

NOW, THEREFORE, the CITY and the DEVELOPER do mutually agree as follows:

**1. Project Objectives.** The project objectives of this Contract are to provide rental housing opportunities for individuals/families from a qualifying population, as defined by the Department of Housing and Urban Development.

**2. Scope of Service.**

A. *Project Activities*. In order to accomplish the project objectives defined in Paragraph 1 above, the DEVELOPER shall perform in a lawful, satisfactory and proper manner, the following services and activities:

Construct two (2) new single-family homes on locations to be selected by the City of Jackson for rental to HUD-defined qualifying populations (*see Attachment A*). Construction specifications must adhere to the requirements set forth in this Contract (*see Attachment B*).

B. *Staffing.*
**Contact Person:** The Welcome Home Organization
ATTN: Vittoria Jimerson
1203 First Street, Jackson, MI 49203

Any changes in the DEVELOPER'S key personnel assigned or their general responsibilities under this Contract project are subject to the prior approval of the CITY. Notification of said changes shall be communicated in writing by the DEVELOPER to the CITY within a reasonable amount of time.

C. *Budget*

| Line Item Description | | Amount |
|---|---|---|
| New Construction: 2 affordable rental homes | single-family | $140,000 x 2 |
| | **Total:** | **$280,000** |

The DEVELOPER shall provide such supplementary budget information as required by the CITY to the CITY upon request. Any amendments to the budget amounts set forth above must be approved in writing by both the CITY and the DEVELOPER.

D. *Communication.* Communication and details concerning this Contract shall be directed to the following contract representatives:

| **CITY** | **DEVELOPER** |
|---|---|
| Community Development Department | The Welcome Home Organization |
| ATTN: Cory Mays | ATTN: Vittoria Jimerson |
| 161 W Michigan Avenue | 1203 First Street |
| Jackson, MI 49201 | Jackson, MI 49203 |
| Phone (517) 768-6461 | Phone (517) 494-9348 |
| E-mail: cmays@cityofjackson.org | E-mail: Thewhovision2020@gmail.com |

**3. Time of Performance.** The DEVELOPER agrees that the time of performance hereunder shall be from August 1, 2024, until July 31, 2025, or until HOME-ARP funds allocated under this Contract have been expended, whichever comes first. No additional time will be provided unless mutually agreed, in writing.

**4. Terms and Conditions.**

A. 100% of HOME-ARP funded units must be reserved for qualifying populations (as defined in *Attachment A*).

B. All HOME-ARP funded units must maintain compliance of all rules/regulations/rental limits/etc. for at least fifteen (15) years.

C. Upon completion, all units must be owned, operated, and maintained by the applicant.

D. All units must be constructed in locations mutually agreed upon by the selected applicant(s) and the City of Jackson.

E. DEVELOPER must follow all applicable HOME-ARP guidelines, as published by HUD, can be viewed by visiting https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf

F. All new construction projects must meet the requirements described below:

1. Housing that is newly constructed with HOME funds must meet all applicable State and local codes, ordinances, and zoning requirements. HOME-assisted new construction projects must meet State or local residential and building codes, as applicable or, in the absence of State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet applicable requirements upon project completion.

2. Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish.

3. The CITY must ensure the construction contract(s) and construction documents describe the work to be undertaken in adequate detail so that inspections can be conducted. The CITY must review and approve written cost estimates for construction and determining that costs are reasonable.

4. The CITY must conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

**5. Compensation and Method of Payment**

A. *Program Funds.* The CITY hereby agrees to pay the DEVELOPER $280,000 from the CITY's HOME-ARP Funds for eligible expenses as shown in the budget established in Paragraph 2(C) of this Contract. Payments made by the CITY to the DEVELOPER for said expenses shall be paid on a reimbursable basis, provided that the DEVELOPER has submitted proper and complete source documentation to the satisfaction of the CITY.

B. *Total Compensation.* It is expressly understood by and between the CITY and the DEVELOPER that in no event shall the total compensation and reimbursement to be paid to the DEVELOPER pursuant to this Contract, exceed the sum of the CITY HOME-ARP Program funds equaling $280,000.

C. *Additional Funds.* The DEVELOPER agrees to provide any additional money, services, and/or physical resources which may be required to complete its performance under this Contract.

D. *Program Income from HOME.* The CITY and DEVELOPER agree that the DEVELOPER is authorized to utilize program income it may receive from its HOME-ARP Program activities for appropriate additional HOME-ARP-eligible activities or other housing activities to benefit low-income families.

**6. Continued Funding.** The CITY makes no implied or explicit guarantee, offer, or representation of future funding from the CITY beyond the termination of this Contract. The CITY further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Paragraph 2, Scope of Services.

**7. Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

The DEVELOPER shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except as specified in this Contract.

8. **Finance Procedures; Suspension of Funding.** CITY's Community Development Department (CDD), in its sole discretion, has the authority to suspend, reduce, or disallow any payment(s) of funds to the DEVELOPER under this Contract. Notwithstanding any other provision of this Contract, upon written notice to the DEVELOPER when the internal fiscal controls and records established pursuant to Paragraph 12 are changed without CDD's approval, or when, in the opinion of CDD, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose as defined by HOME-ARP guidelines.

   A. Any payments under this Contract may be suspended by CDD upon the DEVELOPER's refusal to accept and comply with any additional conditions or requirements of the CITY.

   B. Any payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced, suspended, or terminated for any reason.

9. **Contract Modifications.** The CITY may expand, diminish, or otherwise modify the project objectives, scope of services or any other contract provision related thereto, which the DEVELOPER is required to perform pursuant to Paragraphs 1 and 2 of this Contract; provided, however, that such modifications must be mutually agreed upon in writing by the parties, and incorporated into this Contract.

10. **DEVELOPER's Failure of Performance.**
   A. The failure of the DEVELOPER to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

      1. The CITY, in its sole discretion, shall determine whether the work is satisfactorily completed.

      2. In the event the CITY determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the CITY shall notify the DEVELOPER and allow the DEVELOPER ten (10) days to cure the material breach.

      3. In the event the DEVELOPER fails to cure the material breach pursuant to the requirement of Subparagraph 2 above, the CITY may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the DEVELOPER.

   B. In the event the DEVELOPER fails to perform in a satisfactory and timely manner any of the services or activities required under this Contract, the CITY may, in its sole discretion, reduce or modify the compensation payable hereunder to the DEVELOPER in a manner which appropriately reflects such reduction or diminution of services or activities.

11. **Termination by the City for Non-Compliance or Convenience.**
   A. In the event the DEVELOPER fails to fulfill any of the terms, conditions, or obligations of this Contract, or if the DEVELOPER violates any of the covenants, agreements or stipulations of this

Contract, the City Manager in his/her sole discretion and without notice, may terminate this Contract with no further liability to the DEVELOPER beyond that expressly provided for within Paragraph 10 hereof.

The CITY may also, upon 30 days written notice to the DEVELOPER, terminate this Contract for convenience, and all of the CITY's obligations hereunder, including any obligations to provide financial assistance shall cease. The CITY may exercise its rights pursuant to this provision regardless of whether the DEVELOPER is in default of any condition or obligation under this Contract. Once the CITY has provided written notice to the DEVELOPER, the CITY shall not be obligated to supply financial assistance to the DEVELOPER.

B. In the event this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies and surveys which have been or were prepared by the DEVELOPER with funds under this Contract, become the property of the CITY; and

2. The DEVELOPER shall receive compensation for any work performed by the DEVELOPER to the CITY's satisfaction.

C. It is agreed that nothing contained herein shall:

1. Deprive the CITY of any additional rights or remedies, either at law or equity of under the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, which they may respectively assert against the DEVELOPER upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract; or

2. Relieve the DEVELOPER of any liability to the CITY for any damages sustained by the CITY as a result of any breach of this Contract by the DEVELOPER; and if it sustains such damages, the CITY may withhold as a set any payments due the DEVELOPER until such time as an exact amount of damages sustained by the CITY is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

**12. Reports and Information.**

A. *Financial Records and Reports.* The DEVELOPER agrees to make and maintain adequate financial records in a form satisfactory to the CITY. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract.

B. *General Operational Information*. The DEVELOPER shall, on a quarterly basis, provide written reports to the CITY's Grant Coordinator. Such written reports shall include, but shall not be limited to, a description of all services which have been rendered pursuant to this Contract since the last preceding such report and shall be in a form and shall contain such other information as the CITY may specify. Failure of the DEVELOPER to submit within a reasonable time such reports regarding the operations of the DEVELOPER shall be considered a material breach of this Contract.

C. *Administrative Practices and Policies*. The DEVELOPER shall submit its "administrative practices and policies" to the CITY for review within 60 days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the DEVELOPER's Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.

D. *Equal Opportunity Employment Reports.*

1. The DEVELOPER shall submit Equal Opportunity Employment Survey Reports to the CITY at least annually. Where procedures are established by the CITY for more frequent reporting, the DEVELOPER shall report accordingly, but not to exceed quarterly reports. Nothing in the above should be construed as to preclude supplying information requested pursuant to any investigation that may arise in the event of an illegal discrimination charge.

2. The DEVELOPER shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the CITY and all other applicable Federal, State, civil rights and equal opportunity laws and regulations. The DEVELOPER will be furnished copies of the aforementioned which are applicable to its operations by the CITY upon execution of this Contract and the DEVELOPER's signature hereto shall acknowledge receipt of this documents.

E. *Drug-Free Workplace.* The DEVELOPER will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The DEVELOPER's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (12)(E)(i);

4. Notifying the employee in the statement required by paragraph (12)(E)(i) that, as a condition of employment under the grant, the employee will:

   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (12)(E)(iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (12)(E)(iv)(b), with respect to any employee who is so convicted:

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (12)(E)(i) through (vi).

**13. Eligible Costs of the DEVELOPER.** Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State, and local laws, rules and regulations, and conditions mandated by the CITY.

**14. Records Documentation and Retention.**

A. *Establishment and Maintenance of Records*. The DEVELOPER shall establish and maintain all records required by Federal regulation concerning any matter covered by this Contract which, from time to time, may be required by the CITY.

*B. Retention of Records*.

1. Unless otherwise expressly authorized by the CITY, the DEVELOPER shall maintain all records related to this Contract, including financial records and accounts, for a period of five (5) years after receipt of final payment under this Contract.

2. If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained by the DEVELOPER until all litigation, claims, or audit findings involving the records have been resolved.

**15. Audits and Inspections.** At any time during normal business hours and as often as the CITY may deem necessary to ensure proper accounting for all project funds, the DEVELOPER shall:

A. Make available to the CITY all checks, payrolls, time records, invoices, contracts, vouchers, orders, and other data, information and materials concerning any matter covered by this Contract; and

B. Permit the CITY to audit, examine, excerpt or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

C. Allow the CITY to review such documents that are considered as backup to the operation of the DEVELOPER, regardless of funding source, to verify all costs listed in the "Amount" column of Paragraph 2(C) of this Contract; and

D. Allow independent auditors to have access to the DEVELOPER's records and financial statements as necessary to facilitate the CITY's requirement to comply with 24 CFR 200.501, as applicable, or the CITY's annual audit requirement.

**16. Financial Management.**

A. *Accounting Standards*. The DEVELOPER agrees to comply with 24 CFR 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred under this Contract.

B. *Annual Audit.* The DEVELOPER agrees to have an annual audit in accordance with current CITY policy and as applicable with 200.501. This completed audit report will be provided to the CITY for review as soon as reasonably possible.

C. *Cost Principles*. The DEVELOPER shall administer the program in conformance with 24 CFR 92.505, 24 CFR 200 Subpart E for all costs incurred under this Contract.

D. *Procurement Requirements.* The DEVELOPER shall comply with 24 CFR 200.317 – 200.326 when procuring materials pursuant to this Contract, and shall follow 24 CFR 200.310 – 200.316 which covers utilization of property in association with the performance of duty specific in this Contract.

E. *Close Outs*. The DEVELOPER's obligation to the CITY shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to, mailing final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and receivable accounts to the CITY), and determining the custodianship of records.

**17. Conflict of Interest.** The DEVELOPER agrees to abide by the provisions of 24 CFR 200.112 and 92.356, which include (but are not limited to) the following:

A. The DEVELOPER shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

B. No employee, officer or agent of the DEVELOPER shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the DEVELOPER shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-

agreements. However, DEVELOPERs may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

D. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the DEVELOPER.

E. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the DEVELOPER, or any designated public agency.

F. In the procurement of supplies, equipment, construction, and services by DEVELOPER, the conflict of interest provisions above shall apply.

**18. Subcontracting.** The DEVELOPER shall not assign or transfer any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the CITY; provided, however, that claims for money due or to become due the DEVELOPER from the CITY pursuant to this Contract may be assigned or transferred to a bank, trust company or other financial institution without such consent, and the DEVELOPER shall promptly notify the CITY of any such assignment or transfer. The DEVELOPER will include the provisions of Section 21, Civil Rights and Section 22, Labor Law, of this Contract, in any subcontract or purchase order so that such Sections will be binding upon the DEVELOPER and/or vendor.

**19. Prohibited Activities.** None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for the propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the Jackson CITY Council, or for the Sectarian or religious activities.

**20. "Hold Harmless" Clause.** The DEVELOPER shall indemnify and hold harmless the CITY against any and all damages to property, or injuries to or death of any person or persons, including the property and employees or agents of the CITY, and the DEVELOPER shall defend, indemnify, and save harmless the CITY from any and all claims, demands, suits, liabilities, and/or payments, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the DEVELOPER or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the DEVELOPER under the terms and conditions of this Contract. The DEVELOPER shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

**21. Civil Rights**

A. The DEVELOPER agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended and all other Federal laws, rules and regulations related to civil rights in carrying out this Contract.

B. The DEVELOPER agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, weight, or age. Additionally, the DEVELOPER agrees that it will establish and thereafter maintain an Affirmative Action Plan which is in compliance with the requirements promulgated by the Michigan Civil Rights Commission, and that it will establish written personnel procedures and policies setting forth all of its personnel rules, guidelines, practices, and terms and conditions of employment. The Affirmative Action Plan and personnel rules established may be amended from time to time as necessary. The DEVELOPER shall supply the CITY with copies of its personnel policies and Affirmative Action Plan, and with copies of any amendment made of them. A violation of this Paragraph of this Contract shall be a material breach of this Contract.

C. The DEVELOPER will, in all solicitation or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race color, religion, height, weight, marital status, sex, sexual preference, age, handicap or national origin.

D. The DEVELOPER will send to each labor union or representative of workers with which the DEVELOPER has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY advising the labor union or workers' representative of the DEVELOPER's commitments under this Contract and shall post copies of this notice in conspicuous places available to the employees and prospective employees under this Contract.

E. In the event of the DEVELOPER's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

F. The DEVELOPER will use its best efforts to afford women and minority-owned enterprises (WMBE) the maximum practicable opportunity to participate in the performance of this Contract.

G. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that it is an Equal Opportunity or Affirmative Action Employer.

**22. Compliance with Labor Law.** In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, the DEVELOPER shall comply with all applicable Federal, State, and local labor laws including the Davis-Bacon Act, as amended (40 USC 874, as supplemented by 29 CFR Part 3) and Federal Fair Labor Standards provision, as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15), Section 2 of the Act of June 13, 1934, as amended (40 CFR 276(c)).

**23. City Charter.** It is clearly understood that nothing contained in this Contract shall deprive the CITY of any rights that it may exercise by virtue of the provisions of the Charter of the CITY.

**24. Severability of Provisions.** If any clauses, paragraphs or parts of this Contract are held invalid, or if any portion of any clause, paragraph, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties, or rights of the CITY shall be exercised by and through this Contract as specified herein.

**25. Waiver.** The failure of the CITY to demand compliance with any term of this Contract, or to take action when this Contract is breached in any way, shall not be considered a waiver of that contractual requirement thereafter, nor of the CITY's right of action for the breach of that term.

**26. Insurance and Bonds.** In addition to any other insurance and bonding requirements of this Contract, the DEVELOPER shall maintain at least the following insurance coverage:

A. Workers' compensation coverage that meets at least the minimal State of Michigan statutory requirements.

B. The DEVELOPER shall, at the time of execution of this Agreement, file with the CITY the Certificate of Insurance, which shall cover all of the DEVELOPER's insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies of insurance covering said CITY and its officers, agents and employees. Each such policy and certificate shall be satisfactory to the CITY and shall bear an endorsement precluding the cancellation or reduction in coverage without giving notice to the CITY at least thirty (30) days prior notice thereof in writing. Nothing contained in these insurance requirements is to be construed as limiting the extent of the DEVELOPER's responsibility for payment of damages resulting from their operations under this Agreement.

The DEVELOPER shall maintain insurance in force at all times during the term of this Agreement at the minimum amounts and types as indicated below:

| | |
|---|---|
| Workers' Compensation | $100,000 or statutory limit as required under the MI Workers' Compensation Act, whichever is higher |

**~and~**

| | | |
|---|---|---|
| Comprehensive General Liab. (Including Pollution and XCU if Appropriate) | Bodily Injury | $1,000,000 each occurrence<br>$1,000,000 aggregate |
| | Property Damage | $500,000 each occurrence<br>$500,000 aggregate |
| or Combined Single Limit | | $1,000,000 each occurrence<br>$1,000,000 aggregate |

**~and~**

| | | |
|---|---|---|
| Automobile Liability | Bodily Injury | $1,000,000 each person |
| | | $1,000,000 each occurrence |

| | | |
|---|---|---|
| | Property Damage | $1,000,000 each occurrence |
| or Combined Single Limit | | $1,000,000 |

The CITY shall be listed as an additional insured on all liability coverages, and shall be provided with a Certificate of Insurance which reflects this additional insured status. All certificates and notices shall be sent to the Community Development Department, ATTN: Cory Mays, 161 West Michigan Avenue, Jackson, MI 49201.

C. The DEVELOPER shall comply with the bonding and insurance requirements of 24 CFR 200.325, as they may apply.

**27. Disclosure of Confidential Material.** All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

**28. Royalties, Patents, Notices, and Fees.** The DEVELOPER shall give all notices and pay all royalties and fees, if applicable, to carrying out the provisions of this Contract. The DEVELOPER shall defend all suits or clauses for infringement or any patent rights and shall save the CITY harmless from loss on account thereof.

**29. Copyright.** If this Contract results in any copyrightable material, the CITY reserves the right to royalty free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.

**30. Environmental Conditions.** The DEVELOPER agrees to comply with all Federal environmental laws and regulations insofar as they may apply to the performance of this Contract, including those related to flood disaster protection, lead-based paint, and historic preservation.

**31. Special Conditions.** The DEVELOPER agrees to comply with all requirements of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, regulations found at 24 CFR Part 92, and all Federal regulations and policies issued pursuant to those regulations, whether included specifically in this Contract or included by reference of this special condition.

**32. City Department or Office.** It is agreed by the parties hereto that the CITY's Community Development Department shall be responsible for the administration of this Contract on behalf of the CITY; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the CITY, by the CITY in its sole discretion.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date written above.

**THE CITY OF JACKSON**

By: _____
Jonathan Greene, City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Jonathan Greene, City Manager on behalf of the City of Jackson.

_____
Notary Public
_____County, Michigan
My commission expires: _____

**DEVELOPER**

THE WELCOME HOME ORGANIZATION

By: _____

Its: _____

STATE OF MICHIGAN )
)SS
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me this ___ day of _____2024, by _____of The Welcome Home Organization

_____
Notary Public

_____, County, Michigan

## EXHIBIT A: Qualifying Populations

All HOME-ARP projects must support one (or more) of the following qualified-populations:

1. **Homeless** (as defined in 24 CFR 91.5 Homeless (1), (2), or (3))
2. **At risk of homelessness** (as defined in 24 CFR 91.5 At risk of homelessness)
3. **Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking** (as defined by HUD)
4. **Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.** HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:
    a. Other Families Requiring Services or Housing Assistance to Prevent Homelessness
    b. At Greatest Risk of Housing Instability

## EXHIBIT B: Construction Specifications

Home construction to consist of two story home construction from 1,200-1,400 sq. ft. in areas of the City with primarily 2 story home neighborhoods or minimum 1-story 960 sq. ft. home construction in areas of the city with primarily 1 story homes. 2 story homes to provide minimum 3 bedrooms and 1 ½ bathrooms. 1 story homes to provide minimum 2 bedrooms and 1 ½ bathrooms. Plan sets must be provided to the City of Jackson Building Department for final review for any accepted proposal(s).
Ancillary costs provided and funded by the City of Jackson shall include:

1. Concrete drive cut
2. Sewer tap and lead stub to property line (back of City sidewalk)
3. Water tap and connection to City stop box at sidewalk
4. Street trees where required
5. Expedited plan review

Additional home specifications shall include:

- Site design- Provide home design in accordance with Chapter 28 of the Jackson City Code of Ordinances and provide plan design and overall appearance to compliment the surrounding neighborhoods.
    1. Setbacks per Chapter 28- Section 28-43 Lot, width, yard, building height requirements- Residential Districts
    2. Driveway- 4"concrete or 3 ½"asphalt driveway to extend 30' beyond front of home
    3. Private Sidewalk- 4" concrete to extend from driveway to front porch
    4. Minimum 8" overhangs on eave and rakes of home
    5. Roof pitch and general layout of exterior facades and building materials to compliment the surrounding neighborhood and as permitted by 28-115 Table of Acceptable Wall Materials
- Basement
    1. Provide 8' poured wall basement
        - Min 8"x16" spread footing
            - Provide minimum 20' rebar in footing for electrical service bonding with rebar extended through top of foundation wall near electrical service location
        - 8" poured walls with #4 rebar 48" o.c. with minimum 3- #4 horizontal
        - Provide egress window and composite window well to meet requirements for Michigan Building Code 2015 for size/ladder. Provide drain tile at base of well to connect to foundation perimeter drain system
        - Provide form a drain or 4" drain tile full interior/exterior perimeter drained to daylight or to sealed sump crock
            - Provide pea stone cover over all foundation drainage
        - Damp-proof coat all exterior foundation walls to grade
        - Provide 4" pea stone at basement grade with 6 ml plastic below 4" concrete floor
        - Provide radon provisions as required by the MRC 2015
- Front porch
    1. Provide minimum 5'x16' covered front porch
        - Concrete foundation and cap
        - Provide maintenance free post wraps, guardrail, stairway and hand-railings
- Rear landing or deck
    1. Provide code compliant stair landing/stairway/handrails/guardrails at rear exit doorway
- Wall Construction

1. Provide 2x4 or 2x6 wall framing with double top plate 16" o.c. with insulation systems to meet requirements of the Michigan Energy Code 2015 Chapter 11 requirements for foundation walls, house walls, ceilings, windows, doors, lighting, HVAC

- Roof Construction
    1. Provide trussed roof system on primary home and truss or rafter framing on porch, overhangs and decorative elements in accordance the Michigan Residential Code Chapter 8 requirements
    2. Provide gutters and downspouts of colors to compliment home architectural design and color
- HVAC system
    1. Provide high efficiency furnace and water heater with all ductwork and ventilation in accordance with Michigan Residential Code 2015
    2. Provide central air conditioning system
- Electrical System
    1. Provide 200 amp service
        - Provide service mast and conduit entrance feeder to home.
    2. Interior wiring systems to be provided in accordance with the Michigan Residential Code 2015
    3. Provide hard wired with battery backup smoke detectors and carbon monoxide detectors to requirement of Michigan Residential Code Sections R314/R315
- Plumbing
    1. Provide minimum 1 full bathroom on second floor of home (2 story homes) adjacent to bedroom areas and 1 half bath on main floor.
        - Single story homes to provide 1 ½ bathrooms
    2. Provide fiberglass tub/shower unit- Aker or equivalent
    3. Provide all plumbing supply/drains/venting and fixtures for bathrooms, kitchen sink, dishwasher, ice maker hookup, laundry and front and rear exterior hose connection.
- Complete kitchen appliance package, including electric range/oven, refrigerator, microwave, and dishwasher
- Kitchen and bath cabinetry- Provide solid wood cabinetry
- Shed- Provide minimum 8'x8' shed to meet City Zoning setback requirements and of complimentary design as primary home structure OR single-car attached or detached garage
- Yard installation- Provide 3" top soil/seed/straw

JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Designation of City of Jackson Official Representative for the Michigan Municipal League Annual Meeting

---

**Recommendation:**

Per the request of the Michigan Municipal League, pursuant to the provisions of the League Bylaws, designate an official as the official representative to cast the vote of the municipality at the Annual Meeting.

michigan municipal league

1675 Green Road
Ann Arbor, MI 48105-2530

T 734.662.3246
800.653.2483
F 734.662.8083
mml.org

July 5, 2024

**Michigan Municipal League Annual Meeting Notice**

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held on Mackinac Island, September 11-13, 2024. The League's **"Annual Meeting"** is scheduled for 4:30 pm on Wednesday, September 11 in the Terrace at the Grand Hotel. The meeting will be held for the following purposes:

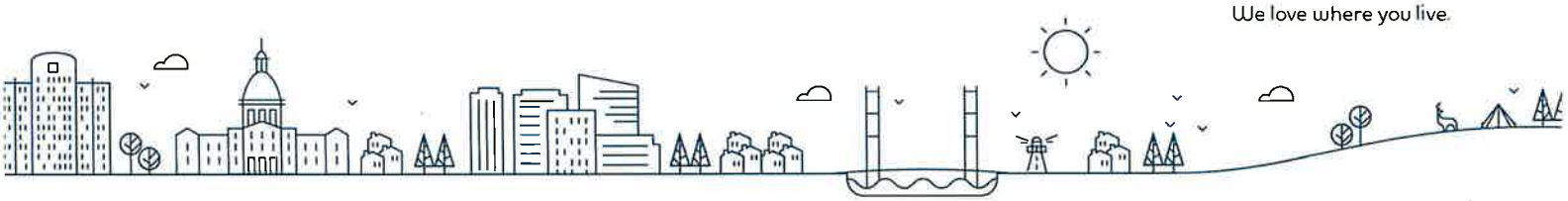
1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document.**

   In regard to the proposed League Core Legislative Principles, the document is available on the League website at https://mml.org/resources-research/delegate/. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

   B) **If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on.** (See #2 on page 2.)
   In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 11, 2024.**
3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting https://mml.org/resources-research/delegate/ **no later than August 11, 2024.**



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

> "Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus, the deadline this year for the League to receive resolutions is **August 11, 2024**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, "Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

3. Posting of Proposed Resolutions and Core Legislative Principles

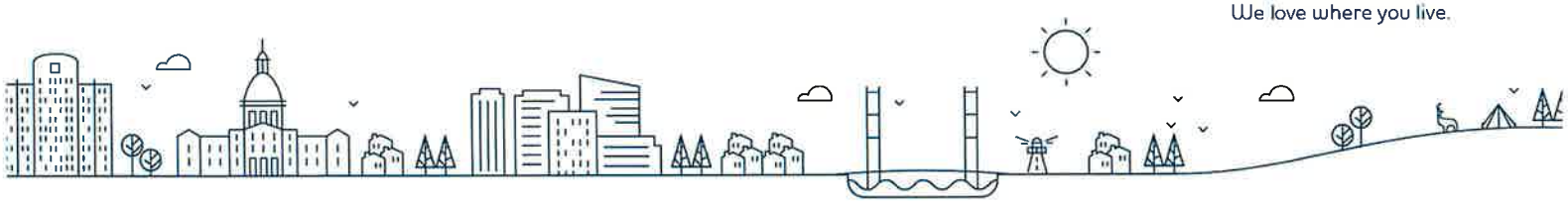
The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 10, 2024, at the Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,

Robert E. Clark
President
Mayor, City of Monroe

Daniel P. Gilmartin
Executive Director & CEO



JACKSON
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 16, 2024

**SUBJECT:** Phase Three Marihuana License - Five Point Farms

---

**Recommendation:**

Approve a Phase Three Marihuana Facility License for Five Point Farms, as recommended by the Marihuana Licensing Review Committee, for operations at 744 E South Street contingent upon receipt of property taxes due July 31, 2024.

CITY OF JACKSON
Founded 1829

City Attorney's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

# CITY ATTORNEY CERTIFICATION

**PHASE THREE MARIHUANA LICENSE APPLICATION FOR:**
**FIVE POINT FARMS, LLC**

**MEMO TO:** Andrea Muray, City Clerk

**FROM:** Matthew M. Hagerty, City Attorney

**DATE:** July 9, 2024

**RE:** FIVE POINT FARMS, LLC; Phase III City Attorney Certification Pursuant to City Code Section 16-516(c)(1)

## DEPARTMENT CERTIFICATION

Madam Clerk:

In accordance with Chapter 16, Article 18, Sec. 16-516(c)(1) of the City Code, and pursuant to the phase three City Council approval and marihuana license issuance process set forth therein, this correspondence will serve to confirm that I hereby certify that that there are no criminal or civil actions pending against the above-named applicant or any person or entity considered an applicant under the MMFLA or the MRTMA that were not disclosed by the applicant in the submitted application.



_____
Matthew M. Hagerty
City Attorney

Cc: Marihuana Licensing Review Committee – via electronic mail

JACKSON
Founded 1829

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

# CITY MANAGER PHASE THREE
# MARIHUANA ESTABLISHMENT CERTIFICATION

**Applicant:** **Five Point Farms**

Pursuant to Article XVIII, Section 16-516, Jackson Code of Ordinances, I, Jonathan Greene, City Manager for the City of Jackson, do hereby certify to the Jackson City Council the following:

- The structure for said applicant is complete.
- The Certificate of Occupancy for the structure containing the facility has been issued to the applicant listed above.
- The Zoning Compliance Certificate for the structure containing the facility has been issued to the applicant listed above.

Date: 7/15/24

Signature: _____

JACKSON
Founded 1829

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

# CITY TREASURER PHASE THREE
# MARIHUANA ESTABLISHMENT CERTIFICATION

**Applicant: Five Point Farms**

Pursuant to Article XVIII, Section 16-516, Jackson Code of Ordinances, I, Martin Griffin, City Treasurer for the City of Jackson, do hereby certify to the Jackson City Council the following:

- The above applicant is not in default to the City of Jackson.
- No person(s) considered an applicant under the Michigan Regulation and Taxation of Marihuana Act (MRTMA) is in default to the City of Jackson.
- No entity considered an applicant under the Michigan Regulation and Taxation of Marihuana Act (MRTMA) is in default to the City of Jackson.

Date: July 15, 2024 Signature: _____

**Marijuana Business Plan**

# FIVE POINT FARMS, LLC

A Michigan Limited Liability Company

**Contains the Following:**

- **Facility Description: Rule 6(1)(a) & Rule 8(2)(a)**
- **Advertising and Marketing Plan**
- **Technology Plan**
- **Security Plan**
- **Inventory and Recordkeeping Plan**
- **Staffing Plan**

## FACILITY DESCRIPTION/BUSINESS PLAN OVERVIEW

Five Point Farms, LLC (the "Company") is seeking to operate an adult use marijuana microbusiness. The facility will be located at 744 E. South St. Jackson, MI 49203.

The Company's mission is to provide the highest-quality, usable marijuana products to qualified consumers in Michigan. Usable marijuana products provide countless benefits to marijuana users including being one of the safest and most controlled methods of consumption. With adequate labeling and user guides, qualified consumers can tailor their experience to their exact desires.

## ADVERTISING AND MARKETING PLAN

As a Microbusiness facility the Company will utilize only age restricted social media posts to advertise its products. The Company advertisements will be geared at provisioning centers around Michigan. Additionally, the Company will provide licensed facilities with advertising material they can place within their facility to let patients know about the products produced by the Company. All advertisements will be in accordance with the requirements of the MMFLA/MRTMA and any successor regulations. Additionally, the Company will ensure that content used in advertising will not include any caricatures, imagery, or language that would appeal to people who are underage. Finally, any advertising done to the general public will be done through our social media and associated online accounts which will utilize age restriction software to ensure our advertisements are limited to people over the age of 21.

## TECHNOLOGY PLAN

The Company will be utilizing METRC state tracking software. To further ensure that there is no theft, non-compliance or unaccounted for loss, the Company will be utilizing periodic ISO auditing. The Company believes that this best ensures the facility's compliance with all applicable state and city laws. Finally, the Company will utilize physical logbooks as a backup system. Between ISO auditing, METRC, and physical log books, the Company will be able to completely and accurately track all product from seed to sale and ensure no diversions of product take place.

## INVENTORY AND RECORDKEEPING PLAN

The Company will be utilizing METRC to track all sales. The Company will be logging materials as they are received, creating new tags, labels, and necessary tracking materials as the products are received and are put into our inventory system. In addition to utilizing METRC, the Company will keep a separate physical log-book of all plant materials received and sold on a daily basis. This will be duplicative with METRC tracking and periodic auditing will allow the Company to ensure all information submitted to the state is accurate and complete. At this time, the Company does not plan to utilize additional software to track its processing operations.

In addition, the Company will be performing periodic, unannounced ISO Audits to ensure the facility is in full compliance with state and municipal laws.

## STAFFING PLAN

The Company will seek to hire qualified staff prior to opening the facility. Employment opportunities will be posted on to relevant job boards. The Company will extend offers of employment to any candidates it feels are qualified. However, employment will not be guaranteed until each potential employee can pass a criminal background check. Background checks will be administered prior to a formal employment offer.

The facility hours are as follows:

- Monday through Friday: 10:00AM – 8:00PM
- Saturday and Sunday: As needed in accordance with City Code.
  * the hours proposed are not finalized and are subject to change depending on market demands.

All staff shall receive a minimum of two weeks training before they are able to begin working within the facility. The operations will be overseen by the business owner and a facility manager. The facility manager will lead employees, who will be appointed by the Company owner.

The Company further anticipates contracting with a staffing company to provide employees to the facility. As part of such contract, the Company will require the staffing company to conduct background checks on all workers who enter or who have access to the facility. In total the Company anticipates employing between 4-6 employees depending on workforce eligibility and availability.

**Five Point Farms, LLC**

**Marijuana Business Location Plan**

In accordance with Section 420.8 of Rule 8 in the Marihuana License Rule Set;

**A. Type of Proposed business: Marijuana Microbusiness**

i. Location of the Marijuana Business: 744 E. South St. Jackson, MI 49203

ii. Description of the Municipality where the Business will be located:
Jackson is a small city located in central Michigan.

iii. Combination of Businesses Operating Separately: Microbusiness license allows us to grow, process and sell at the same location without separation.

iv. Stacked or Intend to Stack?: No

v. Operate in the Same Location: Yes. A Microbusiness license allows us to grow, process and sell at the same location without separation of each. They are in separate areas (see attached plans)

vi.

**B. Diagram of the Facility:**

i. See separately submitted Site and Floor Plans

**C. Building Structure Information**

i. See attached documentation

**D. Building Type Information:**

i. See attached documentation

**E. Zoning Classification:**

i. Jackson, Michigan; zoning is Industrial i2

**F. Multiple Tenancy/Occupancy Restrictions:**

i. No, does not apply

**G. Security Plan:**

The Company will be utilizing state compliant security measures to ensure the storage, sale and transportation of all product is compliant with all applicable state, township, and municipal laws. The Company will be fully integrated with state METRC tracking. The Company will have at least 50 high resolution cameras positioned throughout the building that record all activities in the building and all persons entering and leaving the premises. Professionally installed and monitored

security system will be utilized and integrated into the facility. The security system may also include an emergency panel where employees can quickly call for medical, fire or police with only one click of a button.

The Company will be implementing the following security measures to ensure that the Company not only meets but exceeds state and Municipal requirements:

- Access to interior controlled by commercial door locks with limited access.
- Access restricted only employees and authorized state, township, and municipal personnel
- Permanently-mounted security surveillance cameras installed to monitor at a minimum, a 20 foot radius around all entrances and exits of the facility, and all areas in which product may be sold, stored or otherwise present, and such footage is recorded 24/7/365 and stored for at least 30 days in both the cloud and in a physical location on the premises
- Cameras will have a minimum resolution of 720p.
- All security footage will be made available to state and local authorities for immediate inspection
- Security cameras will have failure notification that immediately alerts Owner and Managers of any interruption in service.
- Monitoring room will be equipped with a color printer linked to monitors so footage can be printed immediately.
- Robbery and burglary alarm systems with 24/7/365 professional monitoring
- Commercial door locks in facility to ensure only authorized personnel are able to enter the building

In addition, the Company will also be developing a daily compliance and security checklist to ensure the facility's safety and compliance. The daily compliance and security plan will include locking all interior rooms, windows, and points of entry and exits with commercial grade locks at the close of each business day. Moreover, employees will receive extensive training regarding safety procedures including but not limited to:

- Facility tours
- Phone procedures
- Emergency preparedness
- Crisis procedures

From: Shane LaPorte
Sent: Monday, July 15, 2024 1:20 PM
To: Andrea Muray
Subject: RE: FIVE POINT FARMS

Madam Clerk

The MRLC had a 4-0 vote of yes. One person did not respond.

From: Jonathan Greene
Sent: Monday, July 15, 2024 12:07 PM
To: Martin Griffin <mgriffin@cityofjackson.org>; Andrea Muray <amuray@cityofjackson.org>
Cc: Shane LaPorte <slaporte@cityofjackson.org>
Subject: RE: FIVE POINT FARMS

We can make the motion contingent on that.

From: Martin Griffin <mgriffin@cityofjackson.org>
Sent: Monday, July 15, 2024 12:03 PM
To: Andrea Muray <amuray@cityofjackson.org>; Jonathan Greene <JGreene@cityofjackson.org>
Cc: Shane LaPorte <slaporte@cityofjackson.org>
Subject: RE: FIVE POINT FARMS

Summer property tax bill due July 31. Can we wait a few days to see if it is received? It's a substantial amount of money. They are registered for income tax withholding.

From: Andrea Muray <amuray@cityofjackson.org>
Sent: Monday, July 15, 2024 10:26 AM
To: Jonathan Greene <JGreene@cityofjackson.org>; Martin Griffin <mgriffin@cityofjackson.org>
Cc: Shane LaPorte <slaporte@cityofjackson.org>
Subject: FIVE POINT FARMS

Good morning. Please complete the attached certifications and return to me as soon as possible. Shane I need to get the final recommendation from the MRLC. Thank you.

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:** July 16, 2024

**SUBJECT:** Consideration of the addendums to the employment agreements between the City of Jackson and Jonathan Greene, City Manager and Matthew Hagerty, City Attorney

---

**Recommendation:**

Approve of the addendums to the employment agreements between the City of Jackson and Jonathan Greene, City Manager and Matthew Hagerty, City Attorney

## ADDENDUM TO EMPLOYMENT AGREEMENT

THIS ADDENDUM, made on the 16th day of July 2024, by and between the City of Jackson, a Michigan Municipal Corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "the City"), and Jonathan Greene, an individual, residing at 153 S. Harrington Rd, Parma, Michigan (hereinafter "Mr. Greene").

**WITNESSETH:**

**WHEREAS,** the City and Mr. Greene entered into a certain Employment Agreement dated 15th of January, 2020, as amended on September 14, 2021 ("Agreement"); and

**WHEREAS,** the City and Mr. Greene wish to make certain amendments to the Agreement as provided herein; and

**WHEREAS**, the City Council approved said amendments to Mr. Greene's Agreement on July 16th, 2024.

**NOW, THEREFORE**, the City and Mr. Greene hereby agree that the Employment

Agreement shall be amended as follows:

I) Section 3, PAY GRADE AND COMPENSATION LEVEL, shall be amended and state as follows: As compensation for all services rendered by Mr. Greene under this agreement, Mr. Greene shall be compensated fixed at at $185,000. Commencing in 2025 and each year of employment thereafter, employee shall be eligible for general rate (cost of living) increases approved by City Council for non-union employees.

2) Section 11, The City agrees that Mr. Greene will be paid a vehicle stipend of $735 monthly for the use of his personal vehicle for City business. And, since Mr. Greene is continually leaving the office for meetings and inspections, the City will afford appropriate parking permits, at no cost to Mr. Greene directly behind the City Municipal building

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first above written.

By:

Jonathan Greene

By:

Daniel J. Mahoney, Mayor

By:

Andrea Muray, Clerk

## ADDENDUM TO EMPLOYMENT AGREEMENT

THIS ADDENDUM, made on the 16th day of July 2024, by and between the City of Jackson, a Michigan

Municipal Corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "the City"), and Matthew Hagerty, an individual, residing at 3053 Hunters Way, Pinckney, Michigan (hereinafter "Mr. Hagerty").

**WITNESSETH:**

**WHEREAS,** the City and Mr. Hagerty entered into a certain Employment Agreement dated 26th of November, 2019, as amended on September 14, 2021 ("Agreement"); and

**WHEREAS,** the City and Mr. Hagerty wish to make certain amendments to the Agreement as provided herein; and

**WHEREAS**, the City Council approved said amendments to Mr. Hagerty's Agreement on July 16th, 2024.

**NOW, THEREFORE**, the City and Mr. Hagerty hereby agree that the Employment

Agreement shall be amended as follows:

1) Section 3, PAY GRADE AND COMPENSATION LEVEL

The City agrees to pay the employee an hourly wage of $84.135, $175,000.00 per year. Commencing in 2025 and each year of employment thereafter, employee shall be eligible for general rate (cost of living) increases approved by City Council for non-union employees. It is understood that the employee is hired as an “at-will” employee and may have his employment terminated by the City Council with or without cause at any time, subject to the provisions of Section 12 of this Agreement, as amended

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first above written.

By:

Matthew Hagerty

By:

Daniel J. Mahoney, Mayor

By:

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: Honorable Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 11, 2024

SUBJECT: Appointed Official Salary Request

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Dear Honorable Mayor and Councilmembers,

I am writing to formally request amendments to my contract as City Manager including an increase in salary and other benefit changes as well as an increase in salary for City Attorney Matt Hagerty.

As I just celebrated my 4 years as City Manager for the City of Jackson, I believe it is an opportune time to reflect on my contributions and discuss a compensation package that aligns with my dedication and performance. During my time with the City, I have consistently demonstrated a strong work ethic, dedication to my role, and a commitment to achieving and exceeding both individual and team goals. Since the last amendments to my employment contract in September of 2021, I have successfully overseen the sale of over 150 vacant city lots generating nearly $100,000 in revenue. In addition to the revenue derived from the sale of the lots, it has also cut long-term carrying costs of summer lawn mowing and maintenance. I have made improvements to our approach to dealing with blight and code enforcement by deploying a customer service-oriented approach that seeks to build relationships and obtain code compliance before utilizing our ordinance provisions.

My leadership style is adaptable while keeping Council directives and the City's best interests in mind. I have created a positive workplace culture with the understanding of how to lean on the expertise of those around me and work collaboratively. Furthermore, I have been successful working with communities/government bodies/agencies and have done well to positively advance those relationships. A collaboration of significant note was with the Anchor Initiative to provide economic development for the City of Jackson, resulting in the sale of the Hayes Hotel property. Other development efforts brought plans for a food service training center and incubator at the City Center (former Masonic Temple), led efforts in late 2022 to address homelessness in Jackson through the acquisition and now the sale of T.A. Wilson Academy building to use as a homeless shelter. One of the most notable accomplishments of the year was the launch of the 100 Homes Program. The initiative aims to construct 100 new homes in the City of Jackson by providing $25,000 in down payment assistance and connecting buyers to home builders. Another highlight of 2023 was the successful completion of several major infrastructure projects. These projects not only improved our physical environment but also created new job opportunities and boosted

economic growth. The vibrant and bustling community we have today is a testament to the hard work and dedication of our local leaders and neighbors.

I have made great strides to ensure our critical infrastructure is maintained and enhanced while minimizing the financial burden our rate payers via the successful implementation of projects funded by the American Rescue Plan. Approximately 80% of the ARPA funding received from the federal government was directed toward the city's infrastructure which will continue to pay dividends for years to come. Additionally, through decisive action and a commitment to teamwork, I also oversaw the awarding of $34 million in grant/loan funding for Drinking Water System improvements and $20 million in grant/loan funding for Clean Water System improvements.

In evaluating my request for a salary increase, I have reviewed the Classification and Compensation Study completed for the City of Jackson by the consulting firm GovHR. In it, the prescribed range for City Manager compensation is $144,500 to $202,300 annually. This range was determined by benchmarking city manager salaries from cities and jurisdictions similar to the City of Jackson in terms of population and services provided. Given my 4 years of experience and track record of success and exceptional results as City Manager, I respectfully request my annual compensation to be set at $185,000. I also respectfully request my car allowance be increased to $735 per month to fall in line with the national average car payment (www.bankrate.com). I am fully committed to continuing to deliver outstanding results and to furthering the success of the City of Jackson. I believe that a discussion regarding a salary increase is both timely and appropriate, given my contributions and the value I bring to the City.

Mr. Hagerty is requesting an amendment to his employment agreement to bring his salary to $175,000 annually. The GovHR wage study data for the City Attorney position is woefully incomplete and created a largely useless salary range of between $98,000 - $300,000. This was, based on a lack of comparable "in-house counsel" salary data (the 9 "comparable cities" used in the study all retain outside legal counsel and the only community that provided an hourly rate for outside counsel was Oak Park at $141 per hour). Thus, there were no real in-house comparisons for salary scale purposes. The GovHR scale also does not rely on any other data other than the old Council-approved 7.1.22 pay scale range of $127,308 - $159,135. For better reference, the annual Ann Arbor City Attorney salary is $205k (with a staff of 15) and the Kalamazoo City Attorney salary is $180,785 for each of those in-house counsel positions. As an additional point of comparison, per the 2023 Michigan State Bar Economics of Law Survey, the median hourly rate for a practitioner in private practice in the greater Jackson area is $250 per hour.

Mr. Hagerty has continually proven his immense worth to the City of Jackson in his over 4 years of employment here. Mr. Hagerty routinely provides cogent legal advice to our staff and council while also displaying level headed leadership on matters not necessarily legally based. Simply put the value of the knowledge and experience Mr. Hagerty brings to the City is much greater than the excellent legal advice and work he provides. His knowledge and experience has also resulted in less reliance on more expensive outside counsel. For example, thanks to Mr. Hagerty' s expertise our outside legal representation for personnel/labor issues is trending down, save for a blip related to a specific and protracted personnel issue that has now been resolved. In FY 2020, our outside legal representation for personnel matters was $88,105. In FY 2021 that amount was reduced to $58,089 and in FY 2022 the amount was even less at $48,668. Only when we had a protracted case requiring highly specialized counsel did the amount expended on outside counsel

increase in FY 2023 and FY 2024 with totals of $66,979 and $87,674 respectively. I anticipate expenses for the specialized outside legal counsel to lessen again going forward.

I have included the page of the GovHR wage study with the range for the City Manager position, a link to the information regarding vehicle costs, and a report of outside legal counsel expenditures from the Finance Department as documentation for your review.

Thank you for your time and consideration,

## Jonathan Greene

**Subject:** FW: Personnel Contractual

**From:** Heather Ehnis <hehnis@cityofjackson.org>
**Sent:** Tuesday, July 9, 2024 11:51 AM
**To:** Jonathan Greene <JGreene@cityofjackson.org>
**Subject:** RE: Personnel Contractual

Here are the amounts paid to Howard & Howard (FY18 to FY23) and Olgetree Deakins (FY23 to FY24):

| | |
|---|---|
| 6/30/2018 | $50,169 |
| 6/30/2019 | $77,809 |
| 6/30/2020 | $88,105 |
| 6/30/2021 | $58,089 |
| 6/30/2022 | $48,668 |
| 6/30/2023 | $66,979 |
| 6/30/2024 | $87,674 |

https://www.bankrate.com/loans/auto-loans/average-monthly-car-payment/

month after housing costs.

Whether you have poor credit or are looking to refinance your current loan, it's important to understand typical monthly payments and rates so you can feel confident that you are getting the best deal.

## Car payment statistics



- The average monthly car payment for new cars is $735. (Experian)
- The average monthly car payment for used cars is $523. (Experian)
- 41.93 percent of vehicles financed in the fourth quarter of 2023 were new vehicles.
- 58.07 percent of vehicles financed in the fourth quarter of 2023 were used vehicles.
- Of consumers purchasing new vehicles in 2024, 80.24 chose to finance their vehicle, versus 84.85 percent in 2022.
- Credit union financing made up 20.14 percent of all auto loans during the same period. Captive financing surpassed banks to become the most common lender type at 31.39 percent.
- The average cost of car insurance is about $192 per month. (Bankrate)
- New loan amounts are down slightly year-over-year in the first quarter of 2024, from $41,115 down to $40,634.
- Overall loan balances grew 2.8 percent in the same period.
- SUVs and wagons increased financing share, hitting 64.29 percent of new vehicles financed in the first quarter of 2024.

| Job Title | Current Grade | New Grade | JFA Score | Skill Level | 75th Percentile Salary Range Survey Data | | 75th Percentile Actual Salary Survey Data | | Current Salary Range | | Current Salary | Proposed Salary Range 75th Percentile | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City Manager | | | | | | | | | | | | | |
| City Manager | Contract | | | | | | 152,001 | 202,667 | | | 154,482 | 144,500 | 202,300 |
| | | | | | | | | | | | | | |
| Directors and Senior Managers | | | | | | | | | | | | | |
| Director of Police & Fire Services | 20 | 13 | 785 | 735+ | | | | | 93,998 | 131,644 | 131,644 | 106,654 | 149,315 |
| Director of Finance/Purchasing Agent | 20 | | 770 | (25 points) | 98,765 | 124,719 | 115,671 | 154,228 | 93,998 | 131,644 | 122,152 | | |
| Director of Public Works | 20 | | 760 | | 100,243 | 127,164 | 102,499 | 136,666 | 93,998 | 131,644 | 117,662 | | |
| Asst. City Manager/Director Comm. Development | 20 | | 755 | | | | | | 93,998 | 131,644 | 131,644 | | |
| Director/City Attorney | 21 | | 735 | | | | | | 127,308 | 159,135 | 152,770 | | |
| | | | | | | | | | | | | | |
| Director/City Engineer | 20 | 12 | 730 | 705 to 730 | 96,388 | 112,511 | 90,469 | 120,625 | 93,998 | 131,644 | 131,644 | 98,298 | 137,618 |
| Deputy Director - Police | 17 | | 720 | | | | | | 80,533 | 112,694 | 112,694 | | |
| Deputy Director - Fire | 19 | | 720 | | | | | | 89,260 | 124,910 | 124,910 | | |
| Chief Building Officer/Assistant Director | 15 | | 705 | | 75,309 | 90,655 | 69,291 | 92,388 | 73,056 | 102,229 | 102,229 | | |
| | | | | | | | | | | | | | |
| Director of Parks, Recreation and Cemeteries | 20 | 11 | 685 | 675 to 700 | | | | | 93,998 | 131,644 | 131,644 | 90,598 | 126,837 |
| Assistant Director of Public Works | 14 | | 680 | | | | | | 69,315 | 96,987 | 98,479 | | |
| | | | | | | | | | | | | | |
| Director/Assessor | | 10 | 670 | 645 to 670 | | | | | | | | 83,500 | 116,900 |
| Water Plant Supervisor | 14 | | 660 | - | 87,889 | 99,497 | 103,894 | 138,525 | 69,315 | 96,987 | | | |
| Wastewater Plant Superintendent | 14 | | 660 | | | | | | 69,315 | 96,987 | 96,987 | | |
| Director/City Clerk | 20 | | 655 | | 91,631 | 111,717 | 78,226 | 104,302 | 93,998 | 131,644 | 101,304 | | |
| | | | | | | | | | | | | | |
| Supervisors and Advanced Technical | | | | | | | | | | | | | |
| Human Resources Manager | 12 | 9 | 635 | 600 to 640 | | | | | 61,337 | 85,771 | 76,698 | 79,677 | 107,565 |
| Senior Assistant City Attorney/Prosecutor | 17 | | 630 | (40 points) | | | | | 80,533 | 112,694 | 93,504 | | |
| Assistant City Engineer | 15 | | 615 | | | | | | 73,056 | 102,229 | 102,229 | | |
| Senior Assistant City Attorney | 17 | | 605 | | | | | | 80,533 | 112,694 | 104,588 | | |
| Computer Network Manager of Info Services | 10 | | 600 | | 86,447 | 104,786 | 93,184 | 124,245 | 61,337 | 85,771 | 85,771 | | |
| | | | | | | | | | | | | | |
| Director DEI Dept./Chief Equity Officer | 20 | 8 | 590 | 555 to 595 | | | | | 93,998 | 131,644 | 117,662 | 74,119 | 100,060 |
| Assistant Director Parks and Rec | 14 | | 590 | | | | | | 69,315 | 96,987 | 96,987 | | |
| Planning Director | 14 | | 590 | | 76,125 | 100,008 | | | 69,315 | 96,987 | 86,715 | | |
| Public Works General Foreman | 14 | | 590 | | 72,255 | 86,293 | | | 69,315 | 96,987 | 96,987 | | |
| Building Maintenance Supervisor | 10 | | 580 | | 75,226 | 89,840 | | | 54,104 | 75,795 | 70,325 | | |
| Superintendent of Parks and Golf | 14 | | 570 | | | | | | 69,315 | 96,987 | 96,987 | | |
| Assistant Water Plant Operator | 12 | | 570 | | | | | | 61,337 | 85,771 | 73,894 | | |
| Assistant Finance Director | 17 | | 565 | | | | | | 80,533 | 112,694 | 86,778 | | |
| Wastewater/Maintenance Supervisor | 10 | | 560 | | | | | | 54,104 | 75,795 | 65,251 | | |
| IPP Supervisor | 11 | | 560 | | | | | | 57,595 | 80,533 | 72,017 | | |
| Meter Service Supervisor/LSL | 10 | | 555 | | 55,780 | 69,950 | | | 54,104 | 75,795 | 60,542 | | |
| Utility Billing Supervisor | 12 | | 555 | | | | | | 61,337 | 85,771 | 85,771 | | |
| | | | | | | | | | | | | | |
| Assistant Treasurer/ Tax Supervisor | 15 | 7 | 550 | 510 to 550 | 66,737 | 87,273 | 78,190 | 104,254 | 73,056 | 102,229 | 98,479 | 68,947 | 93,079 |
| Records Management Supervisor (PD) | 10 | | 535 | | 54,338 | 66,920 | | | 54,104 | 75,795 | 75,795 | | |
| Elections and Records Coordinator | 10 | | 525 | | | | | | 54,104 | 75,795 | 73,011 | | |
| Records Manager Supervisor (CD) | 12 | | 525 | | | | | | 61,337 | 85,771 | 85,771 | | |
| Public Information Officer | 10 | | 520 | | | | | | 54,104 | 75,795 | 73,011 | | |
| Fiscal Supervisor DPW and Utilities | 12 | | 515 | | | | | | 61,337 | 85,771 | 85,771 | | |
| | | | | | | | | | | | | | |